

Cornerstone Solutions Group BargeEx™ Support Center

Service Level Agreement

The Cornerstone Solutions Group BargeEx Support Center is designed to provide support for customers of the BargeEx system and is governed by the following terms.

- 1. Agreement Overview.** This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Cornerstone Solutions Group (Cornerstone) and Customer regarding the use of BargeEx and BargeEx related software.
- 2. Term.** The term of this SLA is for one year. After one year, this SLA will automatically renew unless canceled in writing at least ninety (90) in advance, at anytime, by either party. Renewal rate(s) will be at the then current rate(s).
- 3. Service Descriptions.** The BargeEx Support Center provides three distinct services to its customers.
 - a. Value Added Network(VAN).** The BargeEx VAN allows businesses to exchange data transactions electronically. The VAN is a web service, optional interface adapters, and programming API that are available for customer use.
 - b. Help Desk.** The following are Help Desk services.
 - i. Troubleshooting.** Assist customer in identifying problems interfacing to the BargeEx system.
 - ii. Data Mapping.** Assist customer in setting up initial data mappings for barge names, vessel names, commodity names, and location names.
 - c. Consulting Services.** Should customer request support for non BargeEx VAN or Help Desk services, Cornerstone shall provide such services on a fee basis. Cornerstone shall inform customer if a service request requires consulting services and obtain approval from customer prior to performing any work.
- 4. Availability.**
 - a. VAN.** The VAN goal availability is 24 hours a day, 7 days per week excluding scheduled downtime. Cornerstone will provide all customers with 72 hours notice of any scheduled downtime that is expected to exceed 1 hour.
 - b. Help Desk.** The Help Desk is available Monday through Friday, 8:30am – 5:00pm CT excluding Cornerstone Holidays.
 - c. Consulting Services.** Available on a best effort basis or per a defined project plan.
- 5. Customer responsibilities.**
 - a.** Document, in sufficient detail, requests for Help Desk or Consulting Services in writing via email to BargeExAdministrators@csgsolutions.com.
 - b.** Make every effort to be available to communicate with a help desk professional if required.
 - c.** Maintain data mappings for barge names, vessel names, commodity names, and location names.
- 6. Issue Tracking.** All issues that can not be resolved through an initial email response or phone conversation will be entered into Cornerstone’s Issue Tracking System. Progress on issue resolution shall be provided to customer on at least a weekly basis.

- 7. Service limitations.** The following are not included in this SLA.
 - a. Support of software or hardware products that are not part of the BargeEx system.
 - b. Modifications to software covered by this SLA.
 - c. Support for any version of the BargeEx software that is more than one version older than the current version.
- 8. Copy, Use and Transfer Restrictions.** BargeEx is copyrighted to and a trademark of Cornerstone and is the sole and exclusive property of Cornerstone. Customer shall not give, sell, or otherwise transfer information concerning BargeEx to third parties, except as permitted by this SLA. This SLA is non-transferable.
- 9. Ownership.** Title, ownership, rights, and intellectual property rights in and to BargeEx software shall remain in Cornerstone.
- 10. Transfer of Agreement, Successors and Assigns.** The Customer does not have the right to sell, assign or otherwise transfer the SLA, except in connection with the merger, corporate reorganization or the sale of all or substantially all of its assets or to a parent or wholly owned subsidiary or successor to the business of the Customer. Any permitted successor shall notify Cornerstone of its succession to the Customer's rights and shall agree in writing to be bound by this SLA.
- 11. Fees.** Customer agrees to pay Cornerstone within twenty (20) days of Cornerstone's invoice. Interest shall accrue on any unpaid balance at a 1.5% Monthly Percentage Rate beginning on the first day after the invoice due date. If Cornerstone engages any third party to collect amounts due on an invoice not paid after 45 days, then Customer shall pay any reasonable fees Cornerstone incurs in its effort to secure such past due payment.
- 12. Warranty.** Cornerstone warrants only that the services to be performed under this SLA shall be performed in a professional and workmanlike manner. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CORNERSTONE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES FOR THE SERVICE EITHER EXPRESS OR IMPLIED.
- 13. Limitation of Liability.** Cornerstone shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Cornerstone was advised of the possibility of such losses in advance. In no event shall Cornerstone's liability hereunder exceed the amount of service fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.
- 14. Entire Agreement.** This SLA is the product of both parties hereto, and constitutes the entire SLA between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. This SLA may not be modified except by a written agreement dated subsequent to the date of this SLA and signed by both parties. Failure to enforce any provision of this SLA by a party shall not constitute a waiver of any term hereof by such party.
- 15. Governing Law.** This SLA shall be construed and enforced in accordance with the laws of the state of Missouri.