

APPENDIX D TO DIR CONTRACT NO. DIR-SDD-1446

CompanyMileage.com, LLC - Service Level Agreement

**1. Authorized Service; Term** This Service Level Agreement (the "SLA"), is between the Customer identified at the end of this form and CompanyMileage.com, LLC., a Texas limited liability company, doing business as CompanyMileage ("CompanyMileage"). This Agreement is effective as of the date it is accepted by CompanyMileage, but CompanyMileage is not responsible to perform any of the services subscribed for by the Customer (collectively, the "Services") until the Commencement Date specified for that Service (which may differ from the Commencement Date for other Services) and, further, only if the Customer has fulfilled the Customer obligations specified herein. The term of this Agreement shall continue until terminated by either party upon thirty (30) days written notice. Termination shall be in accordance with Section 10.B. of Appendix A of the DIR Contract No. DIR-SDD-1446.

**2. Customer Authorizations and CompanyMileage Obligations** Customer acknowledges that, in order for CompanyMileage to perform the Services, Customer must provide the employee information and documentation described in Section 4 to CompanyMileage. In addition, with respect to each Service described in Service Proposal for which the Customer has subscribed, the Customer will provide the additional documentation and authorizations specified. Customer acknowledges and agrees that, in connection with Customer's subscribed for Services, CompanyMileage is not rendering legal, tax, accounting, or investment advice.

**3. CompanyMileage Responsibilities**

CompanyMileage is a SaaS (Software as a Service) and our primary objective is to maintain software. We guarantee an up time of 99.9% excluding scheduled after hours maintenance. In the event of Customer inquiries, CompanyMileage will respond within 4 business hours (standard business hours are 9am to 5pm Central Standard Time).

CompanyMileage will only provide direct support to listed Authorized Administrators provided by Customer.

Training will be provided per Service Proposal.

Mapping Data is provided by Google Maps and is not guaranteed by CompanyMileage. CompanyMileage does guarantee to maintain Google Licenses to ensure that the most up to date mapping data is available from Google.

Invoicing and Payment shall be in accordance with Sections 7.B. and 7.C. of Appendix A of the DIR Contract No. DIR-SDD-1446.

**CompanyMileage Security Policies**

Customer address books can be segregated by individual user, department or division. Customer Names can be suppressed on physical reports generated by users. CompanyMileage will not share Customer data with any third parties without written authorization from Customer. CompanyMileage data systems are securely stored and only accessible by authorized individuals of CompanyMileage.

CompanyMileage servers are located at a secure co-location facility with 24/7 management and monitoring as well as backups. CompanyMileage utilizes secure servers running Debian Linux maintained and serviced daily with any security patches. Firewalls are in place to prevent unauthorized access to the system as well as 256 bit encryption SSL.

**4. Customer Responsibilities**

CompanyMileage is a SaaS (Software as a Service) and Customer is responsible for user, address, expense and approval maintenance. Customer agrees to terminate users that are no longer employed as well as remove address items that do not apply.

Customer understands that addresses must be reviewed by Customer to ensure that they are "validated" by the SureMileage application.

Customer will review, reject and approve trips and expenses. All travel expenses shall be reimbursed in accordance with Section 4.G. of DIR Contract No. DIR-SDD-1446 and State of Texas Travel Regulations.

Customer will provide CompanyMileage with list of authorized administrators and Customer will only provide access to software to authorized personnel.

**5. Governing Law.**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

**6. Dispute Resolution.**

Dispute Resolution shall be in accordance with Section 10.A. of Appendix A of the DIR Contract No. DIR-SDD-1446.

**CompanyMileage.com, LLC**  
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Dallas, TX 75248  
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Email: kevinw@companymileage.com

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**Agreed & Accepted**

Customer Name: \_\_\_\_\_

Contact (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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