

ResortPAL™ SERVICE LEVEL POLICY
Version dated – September 14, 2005

This Service Level Policy is offered by and is subject to change without notice by the Owners of the ResortPAL™ Application, Orion Software, Inc. and Summit Management Resources, LLC, as an integral part of the ResortPAL™ Application Service Provider Agreement. Only the current version of this policy is applicable, and supersedes all previous versions.

This policy covers the following items:

1. Hosted Applications.

The applications include ResortPAL™ Software modules in current authorized versions, as modified for specific customers applications, all of which are identified in the customer order authorization upon which the Owners rely to commence implementation of the Application for the customer.

2. Customization.

Any customizations to either Owners' or customer's hardware, software, or other systems to facilitate the integration of said systems with Owners' products, which are performed by Owners, shall be governed, and rates determined by, a mutually agreeable separate consulting services agreement.

3. Access to Owners' Application Servers.

3.1 *Primary Hours of Operation (PHO).* Primary Hours of Operation during which the Owners' servers providing the applications are available will be from 3:00 a.m. to 2:00 a.m. Mountain Time, seven days a week.

3.2 *System Uptime.* Shall mean the total time during which the customer has the ability to access the applications are available during PHO, measured on a monthly basis.

3.3 *Scheduled Downtime.* Shall mean the time during which the customer is not able to access the applications hosted by Owners due to planned system maintenance including back up processes to copy and image data. The scheduled maintenance times are set forth below. Owners reserve the right to change the Scheduled Downtime from time to time with prior notice of any such change provided to customer. Scheduled downtime shall be outside the PHO unless otherwise mutually agreed to by the parties.

3.4 *System Priorities.* On occasion, circumstances may arise when it is necessary to perform essential maintenance & upgrades during PHO. Such maintenance will be undertaken only when, in Owners' sole reasonable discretion, it is deemed necessary to make essential upgrades, prevent loss of the Services or system availability, harm to the system, or other adverse consequences. Owners shall endeavor to provide advance notice of such maintenance to customer when practicable, depending on the circumstances.

3.5 *Uncontrollable Downtime.* Shall mean the total time during which the customer is not able to access the applications due to unanticipated or unscheduled service interruptions that are outside the Owners' control.

3.6 *Monitoring.* Monitoring practices will be a part of the production environment and as such, subject to change. Owners reserve the right to modify all monitoring standards, documentation requirements, tools, techniques, procedures, vendors, and support services in their sole discretion.

3.7 *Mean System Uptime.* The system uptime over each 12 month term of the ResortPAL™ Application Service Provider Agreement shall average 99% of the PHO, adjusted for uncontrollable downtime and system priorities, as measured monthly. Failure by the Owners to provide at least this level of service will entitle the customer to a 5% discount of the fees for the next automatically renewing 12 month term.

4. Your Responsibilities

You are responsible for your Application account and the maintenance of all passwords related to your account. You are solely responsible and liable for any and all activities that occur under your account including, without limitation, all activities of any sub-account holders. You are also responsible for maintaining the confidentiality of your account and all passwords related to your account. You agree to immediately notify Owners, through the Customer Help Desk, of any

unauthorized use of your account or any passwords related to your account or of any other breach of security and to provide assistance to Owners, as requested, to stop and/or remedy any breach of security.

It is your responsibility to ensure that your equipment and software meet the current requirements being necessary for the resort administrator to access to the Application on Owners' Servers. These requirements currently are:

- Browser: Internet Explorer 5.5, Firefox 1.0, Netscape 7.0, or better
- Connection to the Internet: DSL, or better
- Operating System for PCs: Windows 2000™, or better
- Operating System for Macs: OS X, or better
- Firewall: hardware firewall, or router
- RAM for PCs or Macs: 256KB, but 512K recommended
- Display: 17 inch monitor set at 1024 X 768 pixels resolution, or better

For owners accessing the Application, the requirements are:

- Browser: Internet Explorer 5.5, Firefox 1.0, Netscape 7.0, or better
- Connection to the Internet: 28.8 Kbps dial up modem, or better
- Operating System for PCs: Windows 98, or better
- Operating System for Macs: OS 7, or better
- Firewall: not required, but recommended
- RAM for PCs or Macs: 128 KB, or better
- Display: 14 inch monitor set at 800 X 600 pixels resolution, or better

You acknowledge that such requirements may change from time to time, without notice, at Owners' sole discretion.

5 Support.

Support Services are offered automatically for the period in which the customer remains an active customer under the ResortPAL™ Application Service Provider Agreement.

5.1 Updates. Owners shall provide the customer with all updates and improvements ("Releases") to the modules that the customer has licensed and for which the customer has paid current maintenance or annual use fees. The contents of all releases shall be decided upon by Owners in their sole discretion and will generally include changes that correct errors as well as enhancements. In consideration of the fees paid, the Owners will provide software maintenance when determined to be necessary by the Owners. However, software maintenance shall terminate immediately upon termination or expiration of the ResortPAL™ Application Service Provider Agreement.

5.2 Correction of Errors. Upon identification of any programming error, customer shall notify Owners of such error and shall provide Owners with sufficient information to locate and replicate such error. Owners will correct such errors, subject to the limited warranty and disclaimers in the ResortPAL™ Application Service Provider Agreement. Owners shall not be responsible for correcting any error not attributable to Owners. Errors attributable to Owners shall be those that are reproducible by Owners on unmodified Software. Corrections for other errors not attributable to Owners will be billed at Owners' standard consulting support rates then in effect, subject to a separate mutually agreeable Consulting Service Agreement.

5.3 Support Services Offered. Owners' Help Desk will provide Support Services for the application on a reasonable efforts basis via email during Owners' business hours, 8:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday, holidays excluded. The Help Desk shall provide answers on application-specific how-to questions, and receive error reporting. Responses to your inquiries will be made no later than 5:00 p.m. Mountain time on the next business day. Owners cannot guarantee that the responses will lead to the resolution of any particular problem or restoration of service, if it has been interrupted. Owners shall only be obligated to support the then-current production release of the Software.

5.4 Support Services Excluded. Support Services for software not owned by Owners are not provided to customer by Owners. You agree that the Owners are not accountable for the shortcomings of system components such as your LAN, your computers or workstations, your Web connection, and the state of the Internet, since these factors are out of the Owners' immediate control. Consequently, support is not offered by the Owners' to correct any performance issues associated with such shortcomings. Owners are not required to provide any Support Services relating to problems arising out of (i) customer's failure to implement all releases, upgrades, fixes, patches, and workarounds to the application which are issued under this Agreement; (ii) any alterations of or additions performed by parties other than Owners; (iii) interconnection of the application with other software products not supplied by Owners. Support Services do not include support of custom code.

5.5 Assistance from Customer to Owners. Customer agrees to provide Owners reasonable access to personnel, data, and equipment to answer questions about any problems reported by customer regarding the Software. Customer also agrees to promptly implement all releases and error corrections provided by Owners.

5.6 Contact Personnel. Customer shall appoint one (1) primary contact and one (1) backup contact within customer's organization to serve as the contacts between customer and Owners and to receive support through Owners' email support. All of customer's support inquiries shall be initiated through one of these contacts. If customer requires additional primary contacts beyond the 2 appointed individuals, the customer may add contacts as necessary for an additional yearly fee to be determined by Owners.

5.7 Software Maintenance. Owners from time to time may need to update and maintain software and associated data. When practicable, Owners will give Customer advance notice of such updates, during which time the Application and/or Servers may not be available.