

eMembership Application Hosting Overview

eMembership is the Membership and Dues System from WinMill Software.

As the world has seen with Salesforce.com, Monster.com, online banking and thousands of other internet-based services, SaaS computing has become the de facto means of implementing new software. Let the software vendor be responsible for hardware, software, operating systems, security patches, system monitoring, bandwidth, backups... while you focus on your core business.

WinMill Software hosts over 70 application servers for dozens of clients. Our data facility is Cologix, a SOC 2/SSAE-16 compliant data center with multiple locations in North America. Below is an overview of our hosting services.

Anytime, Anywhere Access

Because **eMembership** is internet based, authorized users can access it anytime, from anywhere. We make sure that it is running 24/7. Access it from the office, home, airport or hotel room. Job stewards can access it from a job site using an iPad or mobile phone. Your data at your fingertips, whenever you need it.

Security

If your application is going to be available via the internet, security is critical. WinMill utilizes state-of-the-art Clustered firewalls as the first line of defense against Internet-based attacks. The clustered configuration provides a high level of up-time and resiliency to failure. If one firewall fails in a cluster, the other firewall automatically takes over in less than 3 seconds.

Our infrastructure is designed to be highly secure, and is managed by our team of certified security engineers. Besides using high-end firewalls, we constantly monitor web traffic, database activity and application activity to <u>proactively</u> prevent unauthorized access. We build security into every level of the application architecture. WinMill has been hosting sensitive client applications for 20 years without a single security breach, and we intend to maintain a perfect record.

Servers

WinMill provides all servers in the hosting facility to run **eMembership**. Servers are upgraded every 3-4 years at no additional charge. WinMill assumes full responsibility for maintaining server hardware. We provide 24/7 monitoring of the operating system and hardware. We are responsible for all operating system upgrades and patches.

Managed Services Support

WinMill provides all managed services necessary to ensure that **eMembership** servers remain operational and highly available. Recovery from hardware failures, environmental control failures, and application server failures is included at no additional charge.



We apply any security patches or hot fixes to the application itself, the .NET framework and the SQL Server database.

Upgrades to newer versions of eMembership (i.e. from 2.0 to 3.0) are not included in your maintenance and support agreement. An application upgrade requires significant testing by the union, and we have found that most of our clients are happy with their existing version of the software and would prefer not to upgrade. That said, we make the option of an upgrade available to any client as a paid service.

In addition to major version application upgrades, we can also upgrade eMembership on a perfeature or per-module basis. (For example, you may want to defer the implementation of Grievance Processing to a later phase. Or you may want to implement a new print control or a type-ahead dropdown control that we have made available in a new version.) Such enhancements can be implemented at any time as a paid service. The cost is generally quite reasonable because it is matter of plugging in a component that we have already built specifically for eMembership.

Software

eMembership is built in Microsoft .NET, runs on a Windows application server and uses a Microsoft SQL server database. WinMill maintains licenses for all requisite operating systems, web servers and database servers.

Data Backups

WinMill backs up all client files and databases to an electronic vault located in an offsite location. Each night, a backup of the key server data is created and the data vaulting service encrypts and copies the data offsite.

Implementation Services

WinMill installs and configures eMembership at our hosting facility at no additional charge.

Base Architecture

As part of the base architecture for the **eMembership** hosting environment, WinMill provides the following:

- 1. **Redundant Power** Power is backed up by redundant generators and redundant UPS systems.
- 2. **Redundant switching** WinMill provides redundant gigabit switches to prevent a single point of failure in the network architecture.
- 3. **IP Addresses** WinMill provides all necessary public and private IP addresses.
- 4. **Monitoring** WinMill provides 24/7 automated monitoring of the **eMembership** servers. Monitoring includes system health, URL availability and bandwidth usage.



- 5. **Internet Bandwidth** WinMill provides 1 megabit per second to the Internet from the hosting facility, metered at the 95th percentile. The connection to the Internet is redundant to ensure that no single point of failure exists.
- 6. **Emergency Contacts** WinMill provides emergency contact information for use in the case of application problems.
- 7. **Systems Support** WinMill, in concert with our facility provider, keeps the hosting facility staffed 24/7 to ensure that client applications are functioning correctly. If there is a problem that causes an application outage, onsite staff will be able to immediate address the issue.
- 8. **Environment** Redundant HVAC, and massively redundant high speed peering connection to the Internet backbone.
- 9. **Physical Security** 24/7 manned facility. Physical security requiring multiple combinations of swipe cards, fingerprint scanners, facial geometry scanners, locked cages and cabinets.

Service Level Agreements

WinMill provides 24/7 infrastructure support, ensuring that eMembership is always available. We also provide helpdesk support from 9:00 am – 6:00 pm EST. The following service levels apply.

Incident Severity Categories

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Severity	Definition of Business Impact			
CRITICAL	System or application is down and inoperable in a production environment. All work has stopped and the situation is causing a critical impact to the business operations and productivity.			
HIGH	System or application is severely limited or degraded in a production environment. The situation is causing a significant impact to certain portions of the business and productivity. The system or application interrupted but recovered, high risk of reoccurrence.			
MEDIUM	Problem encountered in a production environment; irritant; minimal impact to business operation; localized or isolated impact; operational nuisance; documentation errors.			
LOW	General questions; information needed in a production environment.			



Incident Resolution and Service Levels Agreements

Severity	Initial Response	Relief	Resolution	Contact Method
CRITICAL	1 hour ¹	4 hours ¹	48 hours	Telephone only
HIGH	2 hours ¹	24 hours	5 business days	Telephone only
MEDIUM	1 business day	N/A	30 business days	Telephone, email
LOW	1 business day	N/A	N/A	Telephone, email

¹ Initial Response time for HIGH and CRITICAL incidents, and Relief time for CRITICAL incidents, are expressed in "business hours," based on business operations of 9 am – 6 pm EST, Monday-Friday. That is, Initial Response for a CRITICAL incident logged at 5:45 pm on Tuesday will be provided by 9:45 am Wednesday.

Initial Response: WinMill acknowledges and begins addressing the issue.

Relief: WinMill addresses the problem to an extent that it is reduced to MEDIUM

severity.

Resolution: A permanent fix is implemented.

Contact Method: The ways in which client may notify WinMill of an issue.

Telephone: (888) 711-MILL (6455), dial 2 for Technical Support

Email: helpdesk@winmill.com

Service Level Credits and Exceptions

One "credit" is equal to 3% of the monthly fees for the particular hosted service.

In the event that any of the above Service Level Agreements are not met by WinMill, client shall receive one credit towards the following month's charge. Credits will accumulate each day that WinMill does not meet a Service Level Agreement, but client shall not receive more than one credit within any 24 hour period.

The total amount credited to client in a particular month, including credits for Hosted Services unavailability, shall not exceed 33% of the total hosting fee paid by client for such month for the affected services.

Credits are exclusive of any applicable taxes charged to client or collected by WinMill and are client's sole and exclusive remedy with respect to any failure or deficiency in the availability of the application.

In order to receive a credit, client must apply for the credit within thirty (30) days of WinMill's failure to meet a Service level Agreement.