Service Level Agreement (SLA)

for IntelliSyn IntelliCLOUD & IntelliSERVER Managed Services

January 2017

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Service Level Agreement

All services provided by IntelliSyn Communications Inc. ("IntelliSyn") are governed by this Service Level Agreement ("SLA"). This Service Level Agreement is associated with the Master Services Agreement and all active Service Schedules. Together, they form part of the entire business relationship between the Customer and IntelliSyn. IntelliSyn has the right to change the SLA from time to time and will inform the Customer of any material changes affecting the services delivered to the Customer.

The term "Managed Services" or "Services" is defined as the management of advanced, enterprise-level IT infrastructure, desktop support, networks infrastructure and network security solutions. IntelliSyn provides Managed Services utilizing industry standard hardware, operating systems, software and management tools.

The SLA in effect shall be the latest dated version published by IntelliSyn at www.intellisyn.com/Agreements.html web page.

Terms and Conditions

The following are additional terms and conditions related to the services being provided by IntelliSyn.

Coverage, Support and Escalation

Support for IntelliSyn Managed Services equipment located within the IntelliSyn data centre is provided on a 24x7x365 basis by Tier 2 technicians. Support for IntelliSyn Managed Services equipment located at customer premises and any related vendor management services are provided by Tier 2 technicians Monday to Friday 8:30am-4:30pm EDT with best effort after-hours or on holidays.

Desktop support is provided by Tier 1 technicians Monday to Friday, 8:30am – 4:30pm EDT and escalated as required to Tier 2 Monday to Friday 8:30am-4:30pm EDT. Escalation outside of those hours can be provided through service upgrade options up to 24x7 offered by IntelliSyn including the blocktime support program.

IntelliSyn will respond to Customer's service requests under the provisions set forth in this SLA. An Incident ticket must be opened by the Customer's designated resource(s) by means of an email or a call to the IntelliSyn Servicedesk. Each email/call will be assigned an Incident number for tracking purposes.

Service outside of Coverage Hours

Emergency or extended services performed outside of the coverage hours, excluding public holidays, shall be subject to additional charges in accordance with the service level provisions of the SLA, unless previously agreed upon.

Service Calls Where No Trouble is found

If Customer requests onsite service and no problem is found or reproduced, Customer shall be billed at the current applicable rates as indicated in Service Schedule.

IntelliCLOUD & IntelliSERVER Core Component Availability

Core Components	
Network	99.9% availability within a given month
Datacenter Infrastructure	99.9% availability within a given month
IntelliCloud Infrastructure	99.9% availability (includes compute, hypervisor and storage).
Maintenance	24-hour notice of any scheduled maintenance that will cause a service interruption, save in the event of preventative maintenance required at short notice to protect your cloud server data.
Managed Services Support Availability	24/7/365
Mean Time To Respond (MTTR)	60 minutes
Mean Time To Identify (MTTI)	Unlimited
Mean Time To Resolution (MTTR)	1 hour (excludes rebuild/restore/config/hw replacement)
Monitoring	15 minute response to incidents
Escalation	90 minutes
Ticket update frequency	Every 60 minutes of active work time
Backup Data Integrity	Not guaranteed
Restoration	2 hours from demand (to initiate backup)

Technical Co-operation

Customer acknowledges that, in connection with the testing of new software and equipment that may be incorporated into the System from time to time, IntelliSyn may require the technical assistance and co-operation of Customer, and Customer agrees to provide, at no charge to IntelliSyn such technical assistance and co-operation as IntelliSyn may from time to time reasonably request and that is ordinarily and customarily provided at no charge in comparable circumstance.

Independent Development

Customer may, at its sole cost, contract with third-parties or use its own internal resources to develop or otherwise acquire Improvements ("Independent Improvements"). IntelliSyn shall, at Customer's expense, co-operate with such independent development to the extent reasonably requested to do so by Customer. IntelliSyn shall conduct tests, at Customer's expense, to determine that the Independent Improvements will not have adverse impacts prior to or after their implementation, but any resulting adverse impacts remain the Customer's responsibility.

Equipment & Facilities

The Customer agrees that IntelliSyn may utilize certain items of the Customer's equipment and may gain access to certain Customer facilities. The Customer retains title and ownership of all equipment owned by the Customer and utilized by IntelliSyn, and must grant authority for IntelliSyn to access the Customer's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Customer understands that IntelliSyn may be unable to perform their duties adequately and if such a situation should exist, IntelliSyn will be held harmless.

Passwords

IntelliSyn acknowledges that it must have access to any and all systems and resources to perform their duties under this Agreement. As such, it must have access to any and all system credentials. Bear in mind that the backup data may be

encrypted and not accessible to anyone who does not have the appropriate credentials. If the encryption password is lost or unknown, the backup data may be inaccessible.

Hardware/System Support

IntelliSyn provides management support of hardware and systems specified in the Service Schedule, provided that all hardware and software is covered under a currently active 3rd party Vendor Support Agreement; or replaceable parts be readily available, and all Software be genuine, currently licensed and vendor-supported. Should any hardware or software fail to meet these provisions, they may be excluded from this SLA and support shall be performed as a "best-effort" service.

Unless provided by IntelliSyn as part of the Service, the Customer is responsible to maintain vendor warranty and/or support agreements for any hardware, software or applications required for IntelliSyn to perform the Services. Should third-party Vendor Support Charges be required in order to resolve any issue, these will be passed on to the Customer after first receiving the Customer's authorization to incur them, unless the Incident is deemed critical, emergency or significantly affecting the Customer's business.

Monitoring Services

IntelliSyn provides ongoing monitoring and security services of all critical devices as indicated in the Service Schedule. Should an issue be discovered during monitoring, IntelliSyn shall make every attempt to rectify the condition in a timely manner through remote access means. Troubleshooting & support include unattended access to any and all devices that are part of the Service.

Loaned Equipment

The Customer agrees that any hardware or software owned, provided and utilized by IntelliSyn, in the execution of the Services shall remain the property of IntelliSyn, and must be returned, at the Customer's expense, if requested. Customer further agrees to cease the use of any technology that remains the property of IntelliSyn upon termination of the Services. If any of the hardware or software provided by IntelliSyn as part of the Service is lost, stolen, damaged or destroyed, the Customer must reimburse IntelliSyn the standard retail purchase price for the same or equivalent replacement.

Blocktime

IntelliSyn can provide pre-paid technical support & consulting services under a "Blocktime Support Program" for managing desktops, servers, network devices, software and/or applications that are not supported under an active Service Schedule. If Customer subscribes to this program, all service time will be deducted from the blocktime hours on an "as used" basis until hours are used up or extended. Any services performed beyond the purchased block time, will continue to be billed at the previous block time rate until the support issue is resolved.

All work requests via phone, email, web portal & fax consultations will be billed in 15 minute increments or part thereof. Should an on-site service call be required, a minimum billable time of 1 hour will be deducted from your blocktime for travel & support.

When the remaining block amount is equal to or less than 2 hours remaining service time, a renewal invoice equal to the original block time purchase will be invoiced automatically. If for any reason the Customer or IntelliSyn wish to discontinue or dissolve the blocktime agreement, they may do so in writing. IntelliSyn will base the refund using the following formula – Number of hours used multiplied by IntelliSyn's standard per diem hourly rate minus the initial block time investment. IntelliSyn will refund the Customer within two weeks of receipt of the written notice of cancellation.
Previously scheduled service calls performed on holidays, weekends, after standard business hours or before standard business hours will be billed at 2.5 times the standard blocktime rate and carry a minimum 2.5 hours.

Parking, travel & lodging expenses will be invoiced on a monthly basis and not be debited against the blocktime account.

Time blocks are to be paid 100% in advance before the start of any support or work orders.

Limitations and Exclusions from SLA

The intention is that all Managed Services support required by the Customer will be covered under a monthly fee, with the following exceptions that may give rise to Extended Services billing:

1. Hardware and software products are not "services" and their cost of purchase, licensing, and manufacturer support (whether by annual contract, per incident or otherwise) are excluded, except for hardware items defined as Managed Services equipment;
2. Shipping costs are excluded;
3. Efforts to diagnose hardware faults and to procure and install replacement parts are included to the extent that they are ordinary and reasonable as compared with IntelliSyn's usual practice and experience. IntelliSyn, in its reasonable opinion, as supported by manufacturer information, may designate certain equipment as obsolete or defective and therefore excluded;
4. Issues related to software products other than those listed above, are excluded;
5. Issues arising as a result of Customer's own maintenance of, or intervention with equipment and software are excluded;
6. The cost to bring Customer's environment up to minimum standards required for Services.
7. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
8. Service and repair made necessary by the alteration or modification of equipment other than that authorized by IntelliSyn, including alterations, software installations or modifications of equipment or software made by Customer's employees or anyone other than IntelliSyn.
9. Maintenance of Application software packages, whether acquired from IntelliSyn or any other source unless as specified in the Service Schedule.
10. Programming (modification of software code) and program (software) maintenance unless as specified in the Service Schedule.
11. Customer prompted, labour to move, add, or change equipment is excluded;
12. If in the reasonable opinion of IntelliSyn, as supported by IntelliSyn's experience, any particular user's requests exceed a normal and reasonable frequency, IntelliSyn may advise Customer that the user's requests are excluded until such time as the user has received adequate additional training. IntelliSyn will provide reasonable documentation as requested by Customer to illustrate this;
13. Frivolous and abnormally repetitive requests are excluded;
14. Scheduled training and/or coaching sessions are excluded;
15. Suspension of the account pursuant to the Terms of Service for non-payment;
16. Events outside of the control of IntelliSyn, including without limitation Force Majeure, Internet bandwidth or connectivity problems beyond the demarcation point on IntelliSyn, denial of service attacks (DoS), phishing, ransomware, malware and hacking;
17. Events resulting from content uploaded by Customer or on behalf to the managed environment;
18. Events resulting from the Customer's failure to make modifications to their content in order to ensure compatibility with upgrades being applied to the environment;
19. Planning, research, and advisory consulting services are excluded;
20. Reports other than those normally provided to Managed Services support Customers, are excluded such as uptime summary, ticketing summary, bandwidth summary, attack/intrusion summary;
21. Manipulation of data, information, and/or content (in distinction from the technological platform) is excluded;
22. Internet services, server hosting and co-location services are excluded, except for those services that are defined;

23. Services related to the Macintosh or Apple environment are excluded;
24. Excessive troubleshooting is excluded;
25. Extended diagnosis of Internet email issues is excluded, unless it is shown that a general failure affecting multiple messages, origins and/or destinations has occurred. Basic email checks (such as test messages to/from IntelliSyn) are however included;
26. Restoration of Operating Systems, core applications or data files required after repair or replacement of any Managed Services hardware,
27. Archiving or backup requests outside of the standard backup schedule.
28. Application of software patches or upgrades to software. A patch or a service pack is a fix or modification to resolve a problem or potential problem. An upgrade is an improvement that provides additional features or functions to an operating system or application that typically results in a product version change i.e. SQL 6.0 to SQL 6.5) to applications or tools which are not normally shipped as part of the base operating system package. Examples of such applications are Macromedia Cold fusion, Microsoft SQL Server, Microsoft Exchange Server, etc.
29. If the application of a patch, hot fix, application modification, upgrade or enhancement results in operating system or application instability, any time spent by IntelliSyn technicians to investigate the problem or "back-out a patch would be outside of this package.
30. All cost of backup media is excluded and is the sole responsibility of Customer (i.e. backup tapes, USB drive, etc).

Suitability of Existing Environment

Minimum Standards Required for Services

In order for Customer's existing environment to qualify under this SLA for IntelliSyn's Managed Services, the following minimum requirements must be met:
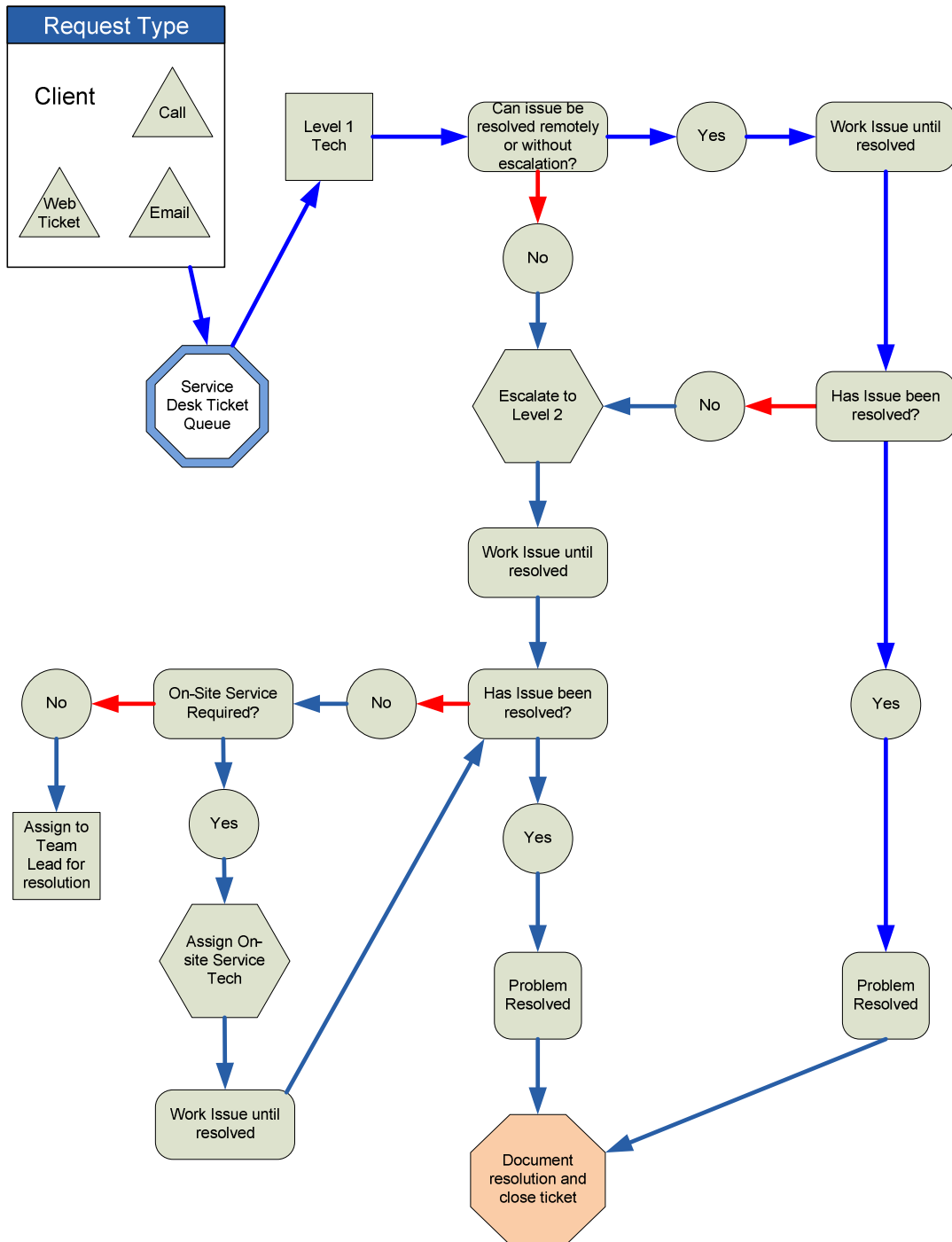
a) All Servers with Microsoft Windows Operating Systems must be running Windows 2008 R2 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
b) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
c) All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
d) The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
e) The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
f) The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
g) Any Wireless data traffic in the environment must be secured with a minimum of 256bit data encryption.

Costs required to bring Customer's environment up to these Minimum Standards are not included in this Agreement.

Any device supported by IntelliSyn that does not meet or is not maintained in accordance with the Minimum Standards specified herein may, at IntelliSyn's sole discretion, be excluded from the SLA Support & Escalation and Response & Resolutions clauses.

IntelliSyn

Response and Resolutions

Service Desk Service Request Flowchart

Request Type

Client

Call

Web Ticket

Email

Level 1 Tech

Service Desk Ticket Queue

Can issue be resolved remotely or without escalation?

Yes → Work Issue until resolved

No

Escalate to Level 2 ← No ← Has Issue been resolved?

Work Issue until resolved

Has Issue been resolved?

No ← On-Site Service Required? ← No

No → Assign to Team Lead for resolution

Yes → Assign On-site Service Tech → Work Issue until resolved

Yes → Problem Resolved

Yes → Problem Resolved

Document resolution and close ticket

1) Support Tier Levels

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial incident ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

2) Response & Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time *	Resolution **
Business Critical Priority (e.g.: The server is not functioning) Problem which halts, seriously damages or materially degrades server system or applications, or their related functionality. The incident ticket will be investigated and a response made to the **Customer** detailing what is being done and an estimate as to when it will be fixed. Subsequent follow-up status updates will be provided every 2 hours, and at the end of each workday (e.g.: problem is taking longer to fix than anticipated).	1	Initial Acknowledgement of problem within 60 Minutes within the coverage hours. NOTES: 1) Servers and equipment maintenance contract must be in place in order to qualify for this SLA. 2) Mission critical services should be designed using redundant components in order to minimize excessive mean time to repair. 3) Spare equipment is highly recommended.	Response with a resolution, workaround or a potential solution within 4 hours. Mean Time To Resolution (MTTR) depends on severity, availability of replacement parts, resource availability and product vendor maintenance agreements.

Medium Priority (e.g.: a feature of the server or particular function on a managed service is not working correctly, but is does not deny users access to the basic functions). Problem that degrades server system or application or their related functionality. The incident ticket will be investigated and a response made to the Customer detailing what is being done and an estimate as to when/if it will be fixed. Updates will be provided daily unless otherwise arranged with the Customer.	2	Initial Acknowledgement of problem within 4 hours within the coverage hours.	Response with a resolution, workaround or a potential solution within 24 hours. Mean Time To Resolution (MTTR) depends on severity, availability of replacement parts, resource availability and product vendor maintenance agreements.
Low Priority (e.g. feature or function unavailability or degradation affects one person, business process can continue) The incident ticket will be investigated and a response made to the Customer detailing what is being done and an estimate as to when it will be fixed. Updates will be provided daily unless otherwise arranged with the Customer.	3	Initial Acknowledgement of problem within 8 hours within the coverage hours.	Response with a resolution, workaround or a potential solution within 72 hours. Mean Time To Resolution (MTTR) depends on severity, availability of replacement parts, resource availability and product vendor maintenance agreements.

* Time within which a problem is reported and, if possible, a temporary work around solution is provided. Electronic response to a complete downtime/failure alert of a business critical priority supported device shall be between 15 and 30 minutes.

** The time within which a request is serviced. Response to Business Critical Priority calls will continue into non-Business Hours to the extent necessary and practical to minimize or otherwise limit Business Hour impact. The term "day" or "days" above shall be considered twenty-four hours from the time that IntelliSyn discovers or that Customer advises IntelliSyn, of the support request and related problem, identifying the level of priority and provided that Customer contacts IntelliSyn during the hours of end-user support. Should such a contact be made outside of these hours, any such time period shall commence on the following business day.

3) Service Request Escalation Procedure

    a) Support Request is Received
    b) Incident Ticket is Created
    c) Issue is Identified and documented in Service desk system
    d) Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

    e) Tier 1 Resolution - issue is worked to successful resolution
    f) Quality Control –Issue is verified to be resolved to Customer's satisfaction
    g) Incident Ticket is closed, after complete problem resolution details have been updated in Service desk system

If issue cannot be resolved through Tier 1 Support:

    h) Issue is escalated to Tier 2 Support
    i) Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

    j) Tier 2 Resolution - issue is worked to successful resolution
    k) Quality Control –Issue is verified to be resolved to Customer's satisfaction
    l) Incident Ticket is closed, after complete problem resolution details have been updated in Service desk system

If issue cannot be resolved through Tier 2 Support:

    m) Issue is escalated to Tier 3 Support
    n) Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

    o) Tier 3 Resolution - issue is worked to successful resolution
    p) Quality Control –Issue is verified to be resolved to Customer's satisfaction
    q) Incident Ticket is closed, after complete problem resolution details have been updated in Service desk system

If issue cannot be resolved through Tier 3 Support:

    r) Issue is escalated to Onsite Support
    s) Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

    t) Onsite Resolution - issue is worked to successful resolution
    u) Quality Control –Issue is verified to be resolved to Customer's satisfaction
    v) Incident Ticket is closed, after complete problem resolution details have been updated in Service desk system

If issue cannot be resolved through Onsite Support:

    w) I.T. Manager Decision Point – request is updated with complete details of all activity performed

Service Tasks & Schedules

The tasks identified below are a summary, and not a complete list of the daily, weekly & monthly performance items reviewed, monitored and alerted and should be treated as an overview of the IntelliSyn Managed Services.

General	Frequency	Included in Maintenance
Asset & Inventory Management	As performed	YES
Monthly Executive Report	Monthly	YES

Systems		
Printer Management	As needed	YES
Switch Management	As needed	YES
Server Service Monitoring	Daily/hourly	YES
Key Metric Monitoring (Drive Space, CPU, Memory, Disk IO and Page File)	Daily/hourly	
Keep Service Packs, Patches and Hotfixes current as per company policy	Monthly	YES
Check event log of every server and identify any potential issues	As issues appear	YES
Alert Generation, Analysis & Remediation	As issues appear	YES
Reboot servers if needed	As needed	YES
Run defrag and chkdsk on all drives	As needed	YES
Scheduled off time server maintenance	As needed	YES
Determine logical directory structure, Implement, MAP, and detail	Revisit Monthly	YES
Maintain Distribution & Security groups (accounting, admin, printers, sales, warehouse, etc)	As needed	YES
Check status of backup and restores	Daily	YES
Alert Customer to dangerous conditions - Memory running low - Hard drive showing sign of failure - Hard drive running out of disk space - Controllers losing interrupts - Network Cards report unusual collision activity	As needed	YES
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed	YES
Clean and prune directory structure, keep efficient and active	Monthly	YES

Networks	Frequency	Included in Maintenance
Check router logs	Weekly	YES
Performance Monitoring/Capacity Planning	Weekly	YES
Monitor DSU/TSU, switches, hubs and internet connectivity, to ensure everything is operational (available for SNMP manageable devices only)	Weekly	YES
Apply upgrades to network backbone, including routers, WAN additions, etc.	As needed	YES
Maintain office connectivity to the Internet	Ongoing	YES

Security		
Check firewall logs	Monthly	YES
Virus Definition and Prevention	As Needed	YES
Confirm virus updates have occurred	As Needed	YES
Confirm that scheduled backup has been performed on a daily basis	Daily	YES
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As Needed	YES
Permissions and file system management	As Needed	YES
User Account Administration including login restrictions, passwords, security, applications	As needed	YES
Set up and change security for users and applications	As needed	YES
Monitor for unusual activity among users	Ongoing	YES

Applications		
Exchange user/mailbox management	As needed	YES
Monitor directory replication	As needed	YES
Monitor WINS replication	As needed	YES
SQL server management	As needed	YES
Overall application disk space management	As needed	YES
Ensure Microsoft Office Applications are functioning as designed	As needed	YES