

Service Level Agreement for Managed IT Services



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1. Agreement Overview

This Service Level Agreement (“SLA”) located at <https://simplytechnology.com/ITMS-SLA/> applies to the provision of Managed IT Services by Simply Technology, LLC (“ST”) and is incorporated along with any corresponding Order into the Terms & Conditions of Service (sometimes referred to as Master Services Agreement) (the “Agreement”).

ST, in its sole discretion, may modify this SLA from time-to-time, which such terms become effective sixty (60) days from the date of such modification. Customer will be notified of modifications through notifications or posts on <https://simplytechnology.com/ITMS-SLA/> and/or by other communication, such as email. Customer is responsible for reviewing and becoming familiar with any such modifications. Customer’s continued use or consumption of ST’s services after the effective date of such modifications will be deemed Customer’s acceptance of the modified terms.

2. Goals & Objectives

The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to Customer, including:

- Providing clear reference to service ownership, accountability, roles and/or responsibilities
- Presenting a clear, concise and measurable description of service provision to the customer
- Matching perceptions of expected service provision with actual service support and delivery

3. Hours of Coverage

Hours of Coverage	Included Service On Covered IT Asset		Out of Scope	
	Remote	Onsite	Remote	Onsite
Business Hours Monday – Friday, 8:00am – 6:00 pm	If Specified in Order Form	If Specified in Order Form	N / A	N / A
After Hours Monday – Friday, 6:00pm – 11:00pm	No	No	Yes	Yes
Nights and Weekends Monday – Friday, 11:00pm – 8:00am Friday 11:00pm – Monday 8:00am	No	No	Yes	Yes
Holidays As listed in Observed Holidays	No	No	Yes	Yes

Observed Holidays					
New Year's Day	Memorial Day	Independence Day, US	Labor Day	Thanksgiving Day	Christmas Day
January 1 st	Last Monday in May	July 4 th	1 st Monday September	4 th Thursday and Friday in November	December 25 th

4. Response and Resolution Times

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

Trouble	Priority	Response Time (in hours)*	Resolution Time (in hours)*	Escalation Threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 Hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 Hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 Hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 Hours

5. Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble 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.
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6. Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in PSA system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

Escalation procedure sequence (first to last):

If issue can be resolved through Tier 1 Support:

Level 1 Resolution – issue is worked to successful resolution

Quality Control – issue is verified to be resolved to Client’s satisfaction

Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Tier 1 Support:

Issue is escalated to Tier 2 Support

Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

Level 2 Resolution – issue is worked to successful resolution

Quality Control – issue is verified to be resolved to Client’s satisfaction

Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Tier 2 Support:

Issue is escalated to Tier 3 Support

Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

Level 3 Resolution – issue is worked to successful resolution

Quality Control – issue is verified to be resolved to Client’s satisfaction

Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Tier 3 Support:

Issue is escalated to Onsite Support

Issue is qualified to determine if it can be resolved through Onsite Support
If issue can be resolved through Onsite Support

Onsite Resolution – issue is worked to successful resolution

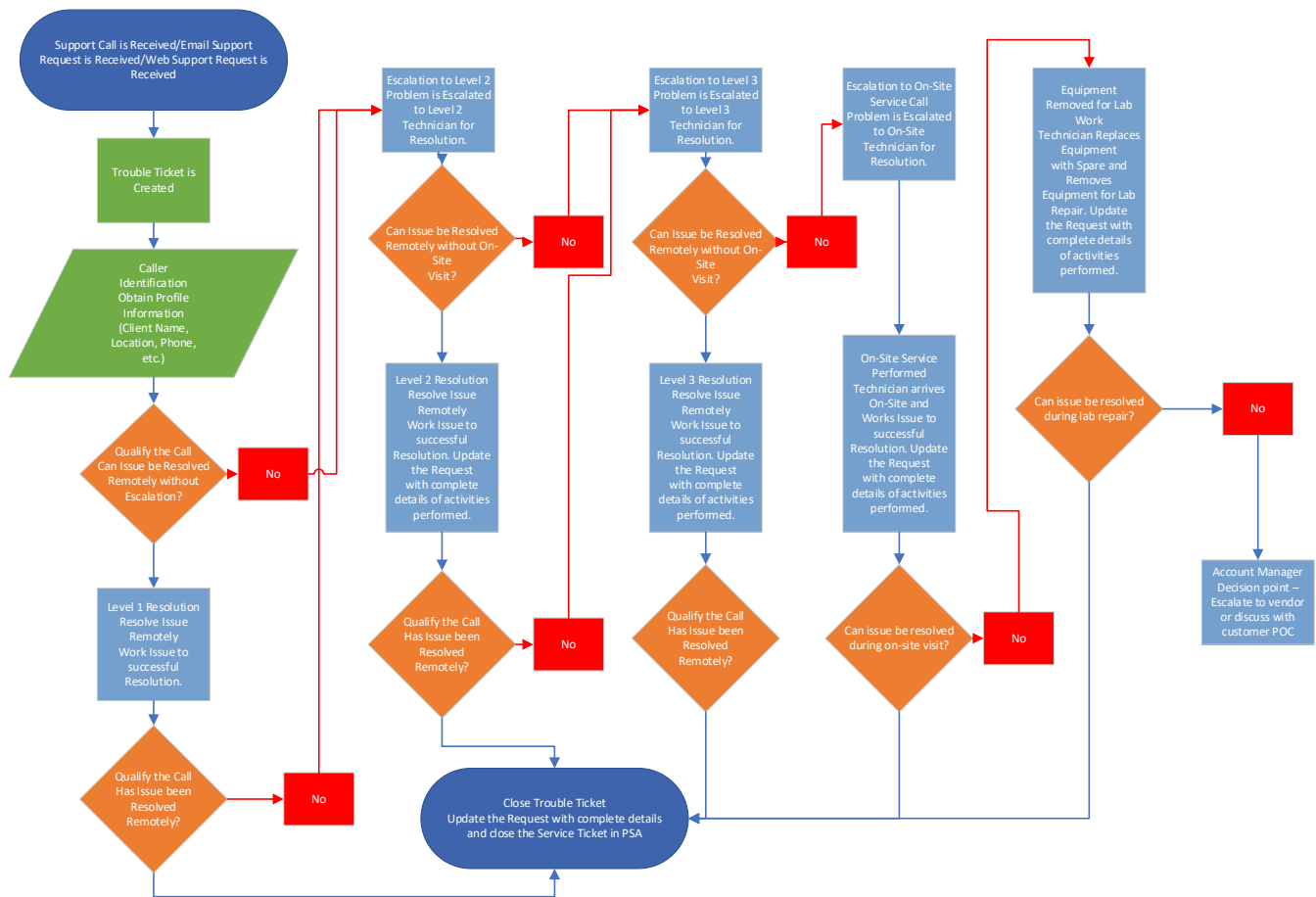
Quality Control – issue is verified to be resolved to Client’s satisfaction

Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Onsite Support:

Account Manager Decision Point – request is updated with complete details of all activity performed

6.1 Help Desk Call Routing Process



7. General Coverage Provisions

7.1 Covered IT Assets and Customer Locations

The covered IT Environments and IT Assets shall include all locations and IT Assets described in the order form (the "Order"). For purposes of clarity, covered locations do not include any on-site services unless explicitly indicated herein. Even covered on-site services at covered locations may incur a trip fee as detailed in the Order.

Changes to locations (including relocations) and IT Assets are subject to prior approval by ST and may be subject additional costs and changes in the monthly cost and terms of service. Any IT Assets added to the IT environment without the prior approval of ST will not be honored or supported by ST. ST reserves the right to renegotiate service terms with respect to any addition of IT Assets or any relocation and/or addition of locations by Customer. Such right includes the right to refuse service of the added IT Asset or to the IT environment at the new or relocated site.

7.2 Conditions for Service

Customer's IT Environment is eligible for service, monitoring, and support provided it is in good condition and ST's serviceability requirements/standards and site environmental conditions as defined herein are met.

7.2.1 Minimum Standards Required for Services

1. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 Professional or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
3. 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.
4. All Servers with Microsoft Windows Operating Systems must be running Windows Server 2012 or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
5. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
6. All Wireless data traffic in the environment must be securely encrypted.
7. There must be an outside static IP address assigned to a network device, allowing VPN access.
8. All workstation and network equipment must be newer than four (4) years old and no older than five (5) years. Servers must be newer than six (6) years old and no older than seven (7) years old. All equipment must be covered by a manufacturer's warranty.

ST reserves the right to inspect the IT Environment prior to the commencement of services for the purpose of assessing and documenting the state of the IT Environment.

Coverage for existing IT Assets are contingent upon:

1. The IT Assets meet ST's serviceability standards defined in Section 7.2.1 of this SLA.
2. For remote service, a covered IT Asset must have ST's RMM agent installed and be remotely accessible over a reliable internet connection.

3. The IT Asset's physical condition, physical configuration, and/or digital configuration are supported by the manufacturer or vendor.
4. The IT Asset's physical condition, physical configuration, and/or digital configuration remains economically reasonable for service.
5. For onsite service, the covered IT Assets are at a covered and serviceable location listed in the Order.

7.3 Included Services

The services covered by this SLA and provided by ST are defined in the Order. Any and all services not defined within the Order will be considered uncovered and are subject to the out of scope/uncovered terms, fees, and conditions.

7.4 Included On-Site Services

ST strives to provide remote service because it is less invasive to the end user, has faster turnaround, and helps ST control its costs. ST will offer on-site service when:

- Physical movement or configuration of IT Assets is necessary;
- Remote accessibility is limited; or
- ST's representative expects that an on-site repair to be faster.

The specific on-site coverages, rates, and any on-site 'dispatch' fees provided under this SLA are defined in the Order.

ST reserves the right to refuse requests for an on-site resource when the incident can be addressed remotely with reasonable effort and involvement from ST and/or Client.

It is at the sole discretion of ST to determine if an on-site 'dispatch' of a ST representative is necessary to resolve a monitor alert, service, or support request.

In the event that Customer would like a representative from ST to come on-site and ST believes that the incident can be addressed remotely, on-site out of scope rates and dispatch fees as defined in the Order will apply.

If Customer refuses on-site services that are determined to be necessary by ST, Customer agrees that any and all required service levels and coverages that apply to that request under this SLA will no longer apply.

Included services may have pre-requisites, conditions, serviceability standards, and other requirements that must be met before the service can be completely effective. The costs associated with any/all of these requirements, conditions, pre-requisites, and serviceability standards will not be covered by this SLA unless otherwise noted herein.

7.5 General Coverage Exclusions

In addition to other limitations and conditions set forth in this SLA, this SLA does not cover any work, services, products, licenses, costs, or fees unless explicitly detailed herein. Any and all out of scope requests, services, or costs must be defined and separately agreed in accordance with the Agreement.

By way of example, uncovered costs, expenses, and fees include, but are not limited, to:

1. The cost to bring the Client's IT Environment up to ST's serviceability Standards.
2. The cost of any IT Assets, replacement parts, equipment, or shipping charges of any kind.
3. The cost of any software upgrades, renewals, or licenses.
4. The cost of any 3rd Party Vendor or manufacturer's support, service fees, incident fees, assurance fees.
5. The cost of any and all IT Assets classified as consumables, i.e. toner, ink, service kits, etc.
6. Service on parts, equipment, or software not covered by vendor manufacturer warranty or support.
7. Service, repair, and support made necessary by the alteration or modification of equipment other than that authorized by ST, including but not limited to configuration adjustments, software installations, upgrades, or any modifications of IT Assets made by anyone other than ST.
8. Any and all service, maintenance, and support for IT Assets not covered by this SLA, including, but not limited, to software, hardware, or infrastructure.
9. Travel to and from uncovered locations and covered locations where travel time and distance exceed limitations and any applicable fees will be listed in the Order.
10. Any and all services not otherwise defined.
11. Project work.
12. The cost to repair, replace, or service IT Assets damaged accidentally or maliciously.
13. IT Assets with damage induced to equipment by environmental extremes, i.e. water, lightning, etc.
14. The cost to replace stolen or missing IT Assets.
15. Restoration of lost data caused by inadequate backups, uncovered or unsupported backups, systems/hardware failure is outside the scope of this agreement.
16. Data is not covered and is always considered outside the scope of this SLA.

IT Services and support can experience issues with software, applications, hardware, and other IT Assets that are unexpected and uneconomic or excessively time-consuming to address. In the event that a timely and/or economical repair is not commercially reasonable, ST may recommend a work-around, a replacement, an additional service, or project to alleviate the issue. Such recommendations will only be covered by this SLA if defined explicitly herein or otherwise mutually agreed in advance by ST and Customer.

7.6 Included Service Levels

General service levels are defined in in the Order and service levels specific to the individual services ST is providing are defined within Section 4 of this SLA.

ST recognizes that some requests, even those with minimal impact or severity, could be urgent to Customer or Customer's end-users. ST will attempt to accommodate these incidents but cannot guarantee an adjustment to the agreed upon service levels defined within this Agreement. All urgency-driven prioritization of requests are at the sole discretion of ST.

The response and resolution times defined within this SLA behave like timers and are tracked and managed within ST's ticketing system. The following conditions and behaviors apply to the service level response/resolution time:

- The response and resolution timers begin to track time when the ticket is created within ST's ticketing system.
 - Emails are not guaranteed to open tickets immediately, but they will typically be opened within a reasonably prompt time of emailing.
 - Opening tickets via phone call is the required and immediate method of submitting requests for urgent or high priority issues.
- During periods when ST is working with or waiting for vendors/manufacturers, or Customer to make progress on a client request the timers are paused. ST will continue to follow up with and escalate requests with vendors, manufacturers, and/or Customer to ensure resolution of the request.
- Any and all service level timers for requests that are reliant on a third party and are not within the control of ST to resolve will remain paused until the responsible party shifts back to ST.
- The timers will be paused outside the covered hours defined in the Order.

7.7 General Service Level Exceptions

Exceptions to the service levels provided as part of this SLA are not applicable with the following situations:

1. In the event the ST is working remotely with Customer's end user who is not identified as the on-site technical contact and lacks the necessary technical aptitude to work with the ST's technician efficiently.
2. Service and support requests that that require or are resolved by organizations other than the ST are excluded from any/all service levels defined within this Agreement.
3. All service levels defined within this Agreement are not applicable for the first 90 days of this Agreement while the ST works with Customer to onboard them to their services.
4. Service levels defined within this SLA do not apply to any and all uncovered, out of scope, after hours, overnight, or excluded services as defined within this SLA.
5. Service levels defined within this SLA do not apply to any and all services provided on an Observed holiday as defined within this SLA.

8. Client Responsibilities

8.1 General Responsibilities

- Customer shall obtain and maintain any and all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within Customer's IT environment(s).
- Customer will provide adequate workspace and facilities for use by ST's representatives as reasonably required by ST.
- Customer will inform ST of all health and safety rules and regulations that apply at its locations. ST

- Customer agrees to provide high-speed access to the internet and adequate electrical power, cooling, and space necessary to operate hardware and monitoring software.
- Customer agrees to grant access to data for ST to perform service responsibilities.

8.2 Service Onboarding and Review Responsibilities

- Customer, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge that ST needs to successfully provision and provide the services detailed within this SLA prior to the start of those services. This includes:
 - Any and all documentation associated with the covered IT environment(s) and asset(s); and
 - Any and all software installation media for covered software and applications
- Customer agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with the ST to establish, define and agree on any and all necessary maintenance windows for Customer's IT environment.
 - Maintenance windows are defined periods during which planned outages, changes, and maintenance of production IT assets may occur. Their purpose is to allow end users to plan and prepare for times of possible disruption and/or change. Customer approval is not required or sought during defined windows unless explicitly indicated otherwise, and this condition may increase monthly contractual costs.
- Customer agrees that key representatives, within their business, must be established and defined so that ST can receive any necessary supplementary support from Customer. The supplementary support includes but is not limited to:
 - Approval for emergency maintenance.
 - Reasonable "hands-on" co-operation with ST's service/support representative when diagnosing and addressing service requests and other issues.
 - The identified on-site technical contact will work with ST on critical issues for as long as necessary. Even though ST strives to be minimally invasive, on-site and hands-on involvement of the identified on-site technical contact will occasionally be necessary.
 - Receiving updates on extended outages or unresolved issues.
 - Scheduling for project and support services.
 - Being informed of critical issues after hours and approving after hours service or deferring service until regular business hours.
- Customer will cooperate with ST during onboarding and on a quarterly basis to review:
 - The services provided by ST over the previous quarter.
 - The direction of Customer's business to ensure its IT remains in alignment.
 - If additional services and/or products are necessary to meet Customer's business and IT needs.
 - The status of Customer's IT Environment(s) and IT Asset(s).

8.3 Service and Support Responsibilities

- Customer will use the appropriate means of contact to request service and report issues as defined in this SLA or otherwise specifically provided by ST.
 - Customer’s end users will not contact ST’s service/support representatives directly and will follow the process defined in Section 6.1
- Customer will provide all pertinent information required to open a service/support request.
- When opening a service/support request Customer will work with ST to accurately classify the request’s impact and severity so that its priority and SLA requirements can be accurately established.
- Once a request for service/support has been successfully submitted Customer will provide reasonable availability of its representative(s) to co-operate with ST’s service/support representative(s) assigned to the request.
 - ST’s service/support representatives will attempt to address requests without involving Customer’s end users. So long as the request can be diagnosed and addressed in a reasonable timeframe without the end user’s assistance.
- Customer will allow ST access and usage rights to all relevant IT Environments and IT Assets as reasonably required by ST to provide its services and support.
- In the event that ST requires the decision, approval, consent, authorization, or any other communication from Customer in order to provide any of the services (or any part thereof) described herein, Customer will be reasonably diligent to provide the same in a timely manner.
 - ST is not responsible for any impact(s) caused by a delay in any requested approvals from Customer. This includes, but is not limited to, impacts to service performance levels and requirements.
- Customer will promptly notify ST of any events or incidents that could impact the services defined within this SLA and/or any supplemental service needs.
- Customer will not permit any changes or modifications to be made to the covered IT Environment and IT Assets by any party other than those authorized by ST.
- Customer agrees to inform ST of any modification, installation, or service performed on the covered IT Environments, listed in the Order, by individuals not employed by ST.

9. Service Provider Responsibilities

9.1 Service Request and Resolution Measurement & Credit

Should ST fail to respond to a Request within the time frames set forth in Section 4 of this SLA, ST will provide a Service Credit as set forth in the table below:

Per Failure to Respond Priority 1	20%
Per Failure to Respond Priority 2	15%
Per Failure to Respond Priority 3	10%
Per Failure to Respond Priority 4	5%

Service Credits will be issued against the Monthly Recurring Charge (“MRC”) paid by Customer for the applicable

device or service. Service Credit(s) awarded in any calendar month shall not, under any circumstances, exceed 50% of Customer's MRC. Any unused Service Credit(s) existing upon termination of the service or the Agreement shall lapse without reimbursement to Customer. Service Credit(s) are not awarded automatically and Customer must request them in writing to ST within 30-days of the event giving rise to the Service Credit. The Service Credit(s) set forth in this Section 9.1 are Customer's sole and exclusive remedy for such failures.

ST's failure to insist upon strict adherence to any term of this SLA on any occasion shall not be considered a waiver of such right or deprive ST of the right thereafter to insist upon strict adherence to that term or any other term of this SLA.