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Centre TECHNOLOGIES

Service Level Agreement (SLA) for Centre Assist Secure Managed Services

1. **OVERVIEW**

   This exhibit represents a Service Level Agreement ("SLA") between Centre Technologies, Inc. ("Centre", "Service Provider", "our", "us") and Customer for the provisioning of IT services required to support and sustain Centre Assist Secure Managed Services. This SLA is hereby incorporated by reference into the Master Services Agreement ("MSA") and identifies the IT Services covered as they are mutually understood by the Parties.

2. **SERVICE AGREEMENT**

   The following detailed service parameters are the responsibility of Centre in the ongoing support of this Agreement.

   2.1. **Service Scope**

   All customers that are under a current Centre Assist Secure Managed Services Agreement are entitled to the use of all services included in the Centre Assist Secure Managed Services Section below as per the terms of this document.

   2.2. **Monitoring and Support Services**

   Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope service and related components.

   2.3. **Service Hours**

   Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Telephone Support: 24 x 7 x 365	Email Support: 24 x 7 x 365

   2.4. **Problem / Incident Management**

   Centre will undertake problem management as soon as we become aware of an incident. All activity related to a given incident will be formally documented by Centre staff within Centre's Service/Ticket Management system. This will include all updates during the troubleshooting process up to final resolution. If a root cause can be determined it will be documented in the service ticket as well.

   2.5. **Service Requests**

   2.5.1. General Support Structure

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 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 Consultants.
Tier 3 Support / Vendor	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, or Vendor support personnel, where more complex support on hardware / software issues can be provided.

Centre Assist – General	Maintenance Only	Centre Assist™ Secure Managed Services
Centre Metrics Assurance and Compliance (CMAC™) Portal Access	Y	Y
Monthly Executive Summary Email	Y	Y
Continuous IT environment data collection and documentation via scheduled IT System Audits / Hardware / Software Inventory	Y	Y
Documentation of Customer IT environment stored in a secure, encrypted, documentation system with MFA.	N	Y

Centre Assist – PC and Workstations	Maintenance Only	Centre Assist™ Secure Managed Services
Unlimited End User Remote Support via Phone and Email (24X7X365)	N	Y
Global Onsite Emergency Support	N	Y
Windows Desktop Support	N	Y
Mac Desktop Support	N	Y
Microsoft Application Support (MS Office, Outlook)	N	Y
Specialty Application Support – Software as a Service (SaaS)	N	Y
Specialty Application Support – On Premise	N	Y
Mobile Phone and Tablet Support	N	Y
Disk Encryption (Windows 10 and above)	N	Y
PC Moves / Setups	N	Y
Microsoft Patch Management	Y	Y
3rd Party Software and Patch Management	N	Y
Centre Metrics Assurance and Compliance (CMAC™) Portal Access	Y	Y
- Asset Inventory	Y	Y
- Real time Patching / AV compliance scores	Y	Y
- Device Count Trending	Y	Y
- PC Warranty Status Reporting	Y	Y
- Billing History / Trends	Y	Y
- SLA Compliance Reporting	N	Y
- Service Ticket Metrics	N	Y
End User Self-Service Portal for Ticket Management	N	Y
Quarterly Business Review (QBR) *available upon request*	N	Y
Anti-Virus License	Y	Y
Anti-Virus Software Management	Y	Y
End user security awareness training	N	Y
Simulated "Phishing" campaigns	N	Y
Personal Password Management Software	N	Y

Centre Assist – Network	Maintenance Only	Centre Assist™ Secure Managed Services
24x7x365 Uptime/Connectivity Monitoring *(internet, firewall, switches and routers)*	N	Y
Unlimited Remote Support via Phone and Email (24X7X365)	N	Y
Global Onsite Emergency Support	N	Y
Performance Monitoring / Capacity Planning	N	Y
Internet Connectivity / ISP Management	N	Y
Router Management	N	Y
Firewall Management	N	Y

	Maintenance Only	Centre Assist™ Secure Managed Services
VPN Management *(Customer and Site to Site)*	N	Y
Switch Management	N	Y
Network Peripheral Device Support *(printers, keyboards, mice, etc.)*	N	Y
Wireless Access Points	Y	Y
Incident Log File Analysis	N	Y
Backup and Recovery of Device Configurations	Y	Y
Firmware Updates	Y	Y
Reporting		
Centre Metrics Assurance and Compliance (CMAC™) Portal Access	Y	Y
Asset Inventory	Y	Y
Device Count Trending	Y	Y
Billing History	Y	Y
Service Ticket Metrics	N	Y
Quarterly Business Review (QBR) *available upon request*	N	Y

Centre Assist – Servers	Maintenance Only	Centre Assist™ Secure Managed Services
Unlimited Server Monitoring 24/7/365 – System Health, Availability, Performance	Y	Y
Unlimited Remote Support 24/7/365	N	Y
Global Onsite Emergency Support	N	Y
Server Health / Performance Management	N	Y
Disk Space Management	N	Y
Disk Encryption (Optional)	N	Y
Backup Monitoring and Administration	N	Y
Database and Critical Application Support and Monitoring	N	Y
Microsoft Exchange User/Mailbox Management – On-Premise and O365	N	Y
Microsoft AD Group Policy Management	N	Y
Microsoft AD Organizational Unit (OU) Management	N	Y
Microsoft Distributed File System Replication (DFSR) Management	N	Y
Print Queue Management	N	Y
Perform Server Reboots	N	Y
Run "defrag" and "chkdsk" on Drives as Necessary	N	Y
Microsoft Server OS Patch Management	Y	Y
Custom Server OS Patch Windows	Y	Y
Pilot / Production Patch Strategy	N	Y
Microsoft Exchange Patch Management	N	Y
Incident Log File Analysis	N	Y
Centre Metrics Assurance and Compliance (CMAC™) Portal Access	Y	Y
Asset Inventory	Y	Y
Real time Backup / Patching / AV compliance scores	Y	Y

Device Count Trending	Y	Y
Server Warranty Status Reporting	Y	Y
Billing History / Trends	Y	Y
SLA Compliance Reporting	N	Y
Service Ticket Metrics	N	Y
Quarterly Business Review (QBR) *available upon request*	N	Y
Anti-Virus License	Y	Y
Anti-Virus Software Management	Y	Y
User Account Administration	N	Y
Active Directory File Services / Permissions Management	N	Y
Active Directory Security Group Management	N	Y
Multi Factor Authentication (MFA) Management	N	Y
Data Loss Prevention (DLP) Management	N	Y
Web Content Filtering	N	Y
Geo Fencing	N	Y
Email Encryption	N	Y
Strong Password Policy Enforcement / Management	N	Y
Cloud Storage Management	N	Y

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

Remote Support		
Category	**Description**	**SLA Response**
Emergency	Entire Company Down	1 Hour
Critical	Department or Critical Application Down (Multiple Users)	2 Hours
Normal	Single User Down or Affected	4 Hours
IMAC	Install, Move, Add, Change	3 Business Days (scheduled)

2.5.2. Global On-Site Support

    a. Scope

        i. Centre shall provide Field Services throughout Customer's locations. Centre will receive a request for dispatch from Customer, or other appropriate source, and then respond according to the needs of the Customer, to troubleshoot and repair problems on-site that arise in the "field" wherever that may be based on a 7x24 time frame with the response times defined below. Centre shall utilize its partner(s) worldwide certified network of IT professionals for these services. Field Consultants will be chosen for support based upon availability to perform the work, distance to the site where the work will be performed, and/or any unique skills or tools that may be required to perform unique or specific tasks associated with the task assigned.

        ii. Centre's Standard Coverage Area is defined as the area within a sixty-mile radius of any Centre Network Operations Center (NOC).

        iii. Any dispatch to Customer locations within the Standard Coverage Area is included in this agreement.

        iv. All other dispatched onsite support that is outside the Standard Coverage Area is billable to Customer.

        v. Any dispatch within, or outside of, the Standard Coverage Are requires mutual approval between Centre and Customer.

    b. Customer Point of Contact ("POC")

        i. Customer shall assign a technical Point of Contact ("POC"), which shall be the primary interface with Centre and/or partner resources responsible for service delivery.

    c. Geographic Coverage / Dispatch Rates

        i. Centre shall provide Field Services for locations as defined in Exhibit A. Countries not listed will be evaluated upon request of Customer.

d. In Scope Equipment

   i. Centre can provide on-site troubleshooting and equipment installation, removal or replacement services for the following elements within Customer's site(s) infrastructure, including servers, desktops, notebooks, tablets, printers, network equipment, CCTV, cameras, cabling, digital signage and other standard devices.

e. Centre will not provide maintenance services for the following:

   i. Equipment and infrastructure that is not owned by Customer

   ii. Warranty repair services on the behalf of any manufacturer as part of this Agreement

f. Hours of Coverage

   i. Centre can provide Field Services seven (7) days per week;

   ii. Standard Business Hours is defined as Monday - Friday, 8:00 A.M. to 5:00 P.M., local (Site) time.

g. Response Time

   i. On-Site Support SLA begins when an on-site dispatch is deemed appropriate by Centre.

   ii. On site response time is the time between when Centre dispatches a Field Technician to an affected site or two (2) hours after the initial call is made to Centre's dispatch team (the earlier of these shall be deemed the "Onsite Response Time Starting Point") and when the Field Technician actually arrives on site.

   iii. Two factors affect response time:

      1. Requested response time, and

      2. Distance from the affected site to the nearest available Field Technician with the proper skills to resolve the problem. For this SLA, Centre and Customer establish the following response time goals.

	Standard Business Hours Arrival On-Site		Outside of Standard Business Hours Arrival On-Site Goal	
Requested Response Time	Call received M-F 8am-3pm site time	Call received M-F 3pm to 8am site time	Call received M-F 8am-3pm site time	Call received M-F 3pm to 8am site time
Scheduled	2nd business day	3rd business day	NA	NA
NBD	Next business day	2nd business day	Commercially reasonable effort	Commercially reasonable effort
Same Business Day (8 hour)	8 business hours	8 hours after start of next calendar day	Commercially reasonable effort	Commercially reasonable effort
4 Hour	4 business hours	4 hours after start of next calendar day	Commercially reasonable effort	Commercially reasonable effort

      3. The Response Time Goals set forth in this document for Global On-Site Dispatch are aspirational in nature and Centre does not promise or guarantee service within such time frames. Under no circumstances shall the aforementioned goals form the basis for any claim or breach of the Agreement.

h. Travel

   i. All travel to Customer locations within the Standard Coverage Area is included in this agreement.

   ii. All travel outside the Standard Coverage Area is billable to Customer.

   iii. Travel requiring airfare, hotel and other expenses will be invoiced to customer at cost plus 10%.

i. Dispatch

   i. Centre's dispatch process is as follows:

      1. **Dispatch Request:** Centre shall receive a dispatch request from the Customer's POC (or otherwise as agreed). The Dispatch Request will be in the form of an email, web-based form submittal or in the form of a telephone call to Centre's NOC seven (7) days per week twenty-four (24) hours per day. When delivered by Customer, the dispatch request shall at a minimum identify the facility name, local contact, address, telephone number, nature of the problem, and any special request or other more specific information (i.e., any special skills required, test equipment, unusual site needs, etc.). Customer's POC shall select an on-site response time based on service needs. Centre shall create an internal trouble ticket based upon the information contained in the dispatch request. Centre shall acknowledge the dispatch request with a response containing the internally assigned trouble ticket number.

      2. **Field Technician Assignment:** Centre shall identify a Field Technician for the dispatch. Once the Field Technician has accepted the assignment, Centre shall contact Customer's POC and provide the Field Technician personnel's name, mobile telephone number, and Estimated Time of Arrival ("ETA") to the associated site.

      3. **Dispatch Monitoring:** Throughout the performance of the dispatch, Centre will be available to Customer's POC to answer the POC's questions regarding the progress of the dispatched resource(s).

4. **Technical Escalation:** Centre's will coordinate with the Field Consultant for on-site direction and assistance with technical issues and questions. Centre shall facilitate technical assistance at the request of Customer's POC or the Field Technician.

5. **Call Closure:** Centre's Field Consultant shall contact Centre to confirm repair and, if requested by Customer, Centre will request a release from the site by Customer's POC. The POC will send an email notification to Centre verifying that release was granted and the time that it occurred.

j. Customer Responsibilities

   i. Customer agrees to the following:

      1. **Site access:** Centre shall contact Customer and ask for free and open access to the site in order that problems are expeditiously resolved. If necessary, Customer shall arrange for facility management personnel to be available to support Field Consultant arrival outside of Standard Business Hours.

      2. **Equipment Access:** Centre shall work with its Customers to ensure that free and open access to equipment. It shall not be the responsibility of the Field Consultant to move boxes, equipment, and so forth to gain access to the equipment.

      3. **Site Hazards:** Customer, but only to the extent of its actual knowledge thereof, shall inform Centre or the relevant Field Consultant of all environmental factors affecting a site (i.e., asbestos and other hazardous materials, unexposed high voltage wiring, etc.) of which it is then currently aware, and shall attempt to have the Customer ensure that such factors are readily revealed to a Field Consultant prior to performing service.

k. Resource Descriptions

Role	Definition / Skillset / Activities
(Associate Consultant) **Standard Technician**	Used for deploying mobile phones, mobile tablets/iPads, desk phones, (no programming or configuration)
(Consultant) **Advanced Technicians:** **Includes Low Voltage Technicians and Printer Technicians**	Desktop techs with A+ skill set. Deploy desktops, laptops, mobile devices with basic config., desk phones with basic config, printer support
(Technical Consultant) **Standard Network Technicians** **Includes Digital Signage Technicians and Network Technicians**	- Experienced Digital Signage installer with experience in indoor and outdoor installations. Light construction knowledge and capabilities. - Network Technicians have CCNA level skill set. Rack/stack of network equipment, servers, basic network
(Sr. Technical Consultant) **Advanced Network Technicians**	CCNP level skill set or are subject matter experts. Wireless Site Surveys.

l. Key Assumptions

   i. Field Consultant skills: PC work and minor cabling. Can take instructions and work with preconfigured devices.

   ii. Advanced Technician skills: Ability to work under minimal supervision with significant skills related to job- specific responsibilities. Ability to address tactical break/fix situations and is proactive in identifying technical needs. Able to provide network, server and additional device support.

   iii. Other skill levels are available upon request.

   iv. English speaking dispatch and project coordination.

m. Market rates for Global On-Site Support may fluctuate during the term of the Agreement. Current rates are found at, https//centretechnologies.com/agreements

2.6. Support Escalation Procedures

2.6.1. Customers can call into the main Centre support number at any time to request a CA Management review of their current support request.

2.6.2. CA Management will review the request to:

   i. Make sure the troubleshooting process has not stalled

   ii. Make sure the troubleshooting process is on the correct path

   iii. Provide technical assistance and guidance to the currently assigned technician

   iv. Make sure the request is assigned to the appropriate support tier and determine if an escalation is necessary.

2.7. New PC Setups / Existing Moves / Rebuild PCs

2.7.1. New PC Setups

   i. Centre Assist new PC setup service covers up to 3 PC builds per month. Larger deployments are outside the scope of this agreement and shall be billed at $300 per unit, plus shipping.

ii. All new machines must be custom factory imaged or sent to an approved Centre build room facility for initial build and processing. Once initial build is complete, the machine will be sent to the appropriate location for data migration and final delivery/setup to the end user.

iii. Machines that are delivered to Customer locations within a 60-mile radius of a Centre NOC are considered to be within Centre's Standard Coverage Area will not incur any shipping charges. All shipping charges for deliveries outside of the Standard Coverage Area will be billable to Customer.

iv. Machines that are not purchased from Centre and processed by a Centre approved factory imaging or build facility, shall be treated as Added Products and will be subject to a $300 certification fee as per the terms of the MSA. Purchasing consumer grade hardware is not recommended due to higher support costs over the life of the device. Enterprise class devices have longer, more stable production cycles, and are much more cost effective when factoring in Total Cost of Ownership (TCO).

2.7.2. Existing PC Moves

i. This agreement covers up to 3 existing PC moves per month within the Coverage Area. Larger move activities, or moves outside of the Standard Coverage Area, are outside the scope of this agreement and are priced, and delivered, separately.

ii. Standard Coverage Area includes dispatched on-site support to Customer locations within a 60-mile radius of a Centre Network Operations Center (NOC). All other dispatched onsite support is billable to Customer and requires mutual approval between Centre and Customer.

iii. Any infrastructure additions or modifications required to support the move of the PCs are outside the scope if this agreement and are priced, and delivered, separately.

2.7.3. Rebuilds of Existing PCs

i. Rebuilds of an individual PC due to end user error / downloads / software installations are included in the service.

2.8. Microsoft 365 - Data Loss Prevention (DLP)

2.8.1. DLP service management is limited to services within the Azure AD / Office365 platform.

2.8.2. Customer must secure the appropriate 365 licensing level to enable DLP services.

2.8.3. Centre can provide quotes to bring licensing up to the required levels.

2.8.4. Customer is responsible for policy development and providing classification and labelling of critical data.

2.9. Microsoft 365 – Multi Factor Authentication – (MFA)

2.9.1. MFA service management is limited to is limited to services within the Azure AD / Office365 platform.

2.9.2. Customer must secure the appropriate 365 licensing level to enable MFA services.

2.9.3. Centre can provide quotes to bring licensing up to the required levels.

2.10. Microsoft 365 – Conditional Access / Geo Fencing

2.10.1. Geo Fencing service management is limited to services within the Azure AD / Office365 platform.

2.10.2. Customer must secure the appropriate 365 licensing level to enable Geo Fencing services.

2.10.3. Centre can provide quotes to bring licensing up to the required levels.

2.10.4. Customer is responsible for policy development as required.

2.11. Microsoft 365 – E-mail Encryption

2.11.1. E-mail Encryption service management is limited to services within the Azure AD / Office365 platform.

2.11.2. Customer must secure the appropriate 365 licensing level to enable e-mail encryption services.

2.11.3. Centre can provide quotes to bring licensing up to the required levels.

2.11.4. Customer is responsible for policy development as required.

2.12. Web Security and Content Filtering

2.12.1. Centre will establish baseline security policies to protect against common security threats including, but not limited to, malware, botnets, malicious sites and ransomware.

2.12.2. Customer is responsible for policy development as required.

2.13. Maintenance Windows

2.13.1. Server patch maintenance windows will be established between the Customer and Centre during the onboarding process. Custom maintenance windows with pilot and general population groupings and specific days/times are allowed based on Customer preference. If a custom maintenance window is not required, server maintenance windows will be every Sunday from 12:00am to 3:00am.

2.13.2. Routine server / Microsoft application maintenance and upgrades will occur during the established maintenance window, and some applications, systems or devices may be unavailable or non-responsive during such times.

2.13.3. Workstation patch maintenance windows begin at 9:00am every Wednesday. Once the workstation maintenance window begins, Customer's users will receive a pop-up window in their system tray that notifies them that patches are available for their machine. Customer's users are allowed to postpone the installation of the patches in one hour increments up to 24 hours. At the end of the 24-hour grace period the necessary patches will be applied.

2.13.4. Hardware firmware upgrades are performed only where necessary to resolve a specific issue or to address a critical vulnerability.

2.13.5. Service Provider reserves the right to deploy out of band emergency patches outside of established maintenance windows, with no advance notice, if deemed necessary and appropriate. If out of band patches are applied Centre will notify Customer as soon as possible.

2.14. Backups

2.14.1.   Using any data-backup solution owned by or licensed to Customer, Service Provider will:

  i.   Work with customer to develop backup strategy

  ii.   Create and modify backup jobs as per customer request

  iii.   Monitor the status of all scheduled and on-demand backup jobs

  iv.   Troubleshoot failed backups

  v.   Notify Customer by email of any repetitive backup failures and corrective actions being taken

  vi.   Remotely perform Customer-requested restore operations to recover deleted files and corrupted files from backups

  vii.   Contact Customer should user intervention be required, such as cycling of tapes into or out of tape drives, or cycling external drives offsite, etc..

  viii.   Perform a monthly restore test (requires C-Stack approved solution)

2.14.2.   Service Provider shall not be held liable in the event of data loss. Including, but not limited to, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure.

2.14.3.   Backup & Recovery of device configurations requires feature compatibility native to target device

2.15. Customer Obligations

2.15.1.   Embedded Remote Hands

  i.   Centre may occasionally ask you, or someone you designate, to perform simple on-site tasks including but not limited to:

     1.   Cycling power on devices that have stopped responding

     2.   Point of contact for shipping and receiving of devices

2.15.2.   Software Media

  i.   Except for any software provided by us in connection with the Services, you are solely responsible for obtaining all required software licenses, including all Customer access licenses, if any, for the software products installed on your computers.

2.15.3.   Hardware / Software

  i.   Customer equipment must be maintained under manufacturer's warranty or maintenance contract or is in proper working order. Provider is not responsible for Customer equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

  ii.   Centre in its reasonable opinion and supported by manufacturer information, may designate certain equipment or software as obsolete, defective or end of life (EOL) and therefore reserves the right to exclude it from coverage and performance metrics under this Agreement. This includes, but is not limited to, specific operating system builds/versions that are end of life and no longer supported by the manufacturer.

2.15.4.   Backups

  i.   Customer agrees to procure the necessary hardware and software to adequately protect their environment.

  ii.   Customer agrees that reviewing backup status is a shared responsibility and shall review server backup status via the provided CMAC portal to ensure that all required servers are being backed up as per Customer's desired backup strategy.

2.15.5.   Server Upgrades or Repair

  i.   Centre will authorize all server upgrades or repairs. Customer agrees not to perform any of these actions without providing 30 days' notice to us.

2.15.6.   Criminal Activity

  i.   Centre recommends all Customers purchase their own Cyber Security Insurance Policy to cover criminal activity.

  ii.   Centre is not responsible for criminal acts that resulted from actions, or inactions, of Customer or third parties; including but not limited to hackers, phishers, crypto-locker, ransomware and any network or computing environment subject to ransom.

  iii.   Any costs or fees to rebuild or service machines are provided and sold separately by Centre.

2.15.7.   Viruses

  i.   Provider is not responsible for any harm that may be caused by Customer's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, viruses and similar mechanisms.

  ii.   Any costs or fees to rebuild or service machines are provided and sold separately by Centre.

2.16. Change Coordination

2.16.1.   Network

  i.   Significant Changes

     1.   Customer agrees to notify Centre via email (help@centretechnologies.com) of all significant proposed network changes and will provide us 30 days to review, comment and follow-up regarding those proposed changes.

     2.   Evaluation of network change requests sometimes will require significant research, design, and testing by Service Provider. These types of requests are not covered under this agreement and will be billed at our then-current rates for time and materials.

2.17. Service Fees / Billing

2.17.1. Onboarding / Setup Fees

    i. Standard

        1. Setup fee will be equal to one month of the MRR Service Charge

    ii. Expedited Onboarding

        1. Customer can request an expedited onboarding if desired.

        2. Expedited onboardings will require an additional surcharge of 20% of setup fee.

2.17.2. Ongoing Service Fees

    i. For the Services described in this SLA, you shall pay the Service Fees specified in the attached quote. All fees assume that Customer equipment is under manufacturer warranty or maintenance contract. You may opt out of certain services in the Centre Assist Secure Managed Services package if desired, but opting out of baseline services will not alter the quoted fee structure.

    ii. At any time after the parties sign this Service Agreement, Provider may elect to raise the fees that it charges for any Services provided to Customer under this Service Agreement. Provider shall give Customer no less than thirty (30) days' notice of any such increase in fees to be charged. Following its receipt of such notice, Customer may terminate this agreement without incurring any additional charges or penalties, if any, that it ordinarily would incur for such termination.

2.17.3. Invoicing

    i. General invoicing and payment terms are found in Section 2 of the MSA.

    ii. Customer will be billed monthly based on the current number of active workstations, servers and network devices under management. A device will be considered active and under management if the device has been in contact with the provider's management console(s) at any time in the prior 60 days. Any device that has not contacted the provider's management console in the prior 60 days will be considered inactive and will be automatically removed from provider's management console. Once removed from the console, billing will cease for that device.

    iii. Dormant PCs - Customers have the ability to put active PCs into a dormant state. Dormant PCs are machines that are still within their useful lifecycle but are considered dormant because they will not be needed by an active user for an extended period of time (i.e. more than 60 days). Customer agrees to notify Centre of machines that should be flagged as dormant by emailing help@centretechnolgies.com with the names of the relevant PCs. Any PC that is in a dormant state will automatically be reactivated once it is powered back on. Dormant PCs will be excluded from management activities, and billing, until they are reactivated.

    iv. Decommissioned PCs - Decommissioned PCs are machines that need to be permanently removed from the customer environment. Examples would be machines that have been lost/stolen, damaged beyond repair or have failed. This also includes machines that are past their useful life. Any decommissioned PCs will automatically drop out of billing 60 days after last contact unless notification is provided by the customer to help@centretechnologies.com prior to that date.

    v. Customer Delay

        2. If we are unable to commence delivery of the Services on the Service Start Date (defined below) because of any failure on your part including but not limited the failure to provide access to your resources in a timely manner, you will begin to incur Service Fees, which you shall pay in accordance with this SLA and the Master Services Agreement, beginning on the Service Start Date.

        3. Only services listed herein are included and if services are not listed then they are excluded.

3. SERVICE REQUEST AND RESOLUTION MEASUREMENT & CREDIT & TERMINATION

3.1. Failure to Respond

Should the Service Provider fail to respond to an Emergency or Critical Request within the time frames set forth in Section 2.4 above, Centre will provide a Service Credit as noted in the charts below:

Per Failure to Respond	Service Credit*
Emergency/Critical – Remote	10%
Emergency/Critical – On-Site	20%

3.2. Service Credit

The Service Credit is issued against the Monthly Recurring Charge (MRC) paid by Customer for services per failed device, and any credit awarded in any calendar month shall not, under any circumstances, exceed Customer's Monthly Recurring Charge (MRC).

3.3. Unused Service Credits

Any unused Service Credits existing upon termination of the Agreement shall lapse without reimbursement to Customer.

3.4. Service Availability Claims

3.4.1. Customer must provide all reasonable details regarding the Claim, including but not limited to, detailed description of the incident, the duration of the incident, the number of affected users, the locations of such users, and any attempts made by the Customer to resolve the incident.

3.4.2. Customer must submit the Claim to Centre by the end of the month following the month in which the incident which is the subject of the Claim occurs.

3.5. Service Availability Exclusions

3.5.1. We are not responsible for failure to provide Services, or any downtime, that is caused by the existence of any of the following conditions or otherwise that occur during any period of time in which any of the following conditions exist:

    i. The period of time when Services are not available as a result of Scheduled Downtime; or

    ii. The following performance or availability issues that may affect Services:

        1. Due to factors beyond Centre's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (i.e.…fire, flood, earthquake, tornado, etc.), strike or other labor disturbance, interruption of or delay in transportation, failure of third-party software or inability to obtain raw materials, supplies or power used in equipment needed for provision of the Service Level Agreement;

        2. That resulted from Customer's or third-party hardware, software, or services;

        3. That resulted from actions or inactions of Customer or third parties; and

        4. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to Customer's network by means of Customer's passwords or equipment.

    iii. Hardware Malfunction - There is a defect or malfunction in any hardware or software that adversely affects Service Provider's ability to perform the Services

    iv. Customer Resource Problems - There are problems resulting from your resources that are not under our management or control.

    v. Network Changes - Changes you may have made to the networking environment that were not communicated to or approved by us.

    vi. Task Reprioritization - Problems or failures related to a prioritization or reprioritization of tasks by Customer.

    vii. Customer Actions - Problems resulting from your actions or inactions that were contrary to our reasonable recommendations.

    viii. Customer Responsibilities - Problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.

    ix. Factors Beyond Service Provider's Control – Delays or downtime due to any factor outside of Service Provider's reasonable control.

    x. Internet Connectivity Loss - Loss of Internet connectivity at any Customer location for any reason.

    xi. Problem Ticket Management - The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Customer reports the desktop malfunction or issue to Service Provider.

    xii. Projects – On occasion Customer may need an infrastructure upgrade, or project, in which Centre can participate or provide competitive pricing. A Project is defined as a short-term initiative with a defined start and end that produces a unique output (product/service/capability); this includes significant expansion of the current environment. All projects are considered outside the scope of this agreement and provided and sold separately by Centre.

Examples include:

    a. Physical Office Turn-Ups / Moves / Decommissioning
    b. Internet Circuit Turn-Ups / Moves / Decommissioning
    c. Acquisition / Divestiture Support
    d. Environment Rebuilds
    e. Major Software Version Upgrades
    f. Server Consolidation – Server consolidation or disk space management activities that are estimated to exceed more than 4 manhours.
    g. Email Migrations

3.6. Renewal

3.6.1. At each annual renewal, existing bill rates will incur a 5% increase to account for inflation, salary increases and other operating costs.

3.6.2. If customer elects not to renew services, termination notice must be provided from Customer to Centre, via Centre's "Notice of Intent to Terminate Services" form. No other methods of notice will be valid.