

## Service Level Agreement (SLA) for Centre Assist Services – Professional

### 1. OVERVIEW

This exhibit represents a Service Level Agreement (“SLA”) between Centre Technologies, Inc. (“Centre”, “Service Provider”) and Customer for the provisioning of IT services required to support and sustain Centre Assist Services.

### 2. SERVICE AGREEMENT

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

#### 2.1. Service Scope

Centre will provide Customer with the following IT Services.

Centre Assist - Servers	Monitoring Only	Basic	Professional	Elite
<b>Support and Monitoring</b>				
Unlimited Remote Support (Mon-Fri 7am-6pm)	N	Y	Y	Y
Unlimited On-Site Support (Mon-Fri 7am-6pm)	N	N	Y	Y
Emergency After-Hours Support (Excluding Weekends)	N	N	Y	Y
24 x 7 Support	N	N	N	Y
Backup Monitoring and Administration	N	Y	Y	Y
Drive Space & Event Log Monitoring	Y	Y	Y	Y
Service Availability Monitoring	Y	Y	Y	Y
Database & Critical Applications	N	Y	Y	Y
Microsoft Exchange	N	Y	Y	Y
Printer Management	N	Y	Y	Y
<b>Maintenance</b>				
Microsoft Patch Management	Y	Y	Y	Y
Log File Maintenance	N	Y	Y	Y
<b>Reporting</b>				
Asset Management	N	Y	Y	Y
Quarterly Business Review (QBR) and Budget Forecasting	N	Y	Y	Y
CMAC™ Dashboards (Real-Time, Historical Trending)	Y	Y	Y	Y
<b>Security</b>				
Anti-Virus Software Management	Y	Y	Y	Y
Anti-Virus License	Y	Y	Y	Y
User Account Administrator	N	Y	Y	Y
File Sharing	N	Y	Y	Y
Security Administration	N	Y	Y	Y

Centre Assist - PC and Workstations	Monitoring Only	Basic	Professional	Elite
<b>Support and Monitoring</b>				
Unlimited Remote Support (Mon-Fri 7am-6pm)	N	Y	Y	Y
Unlimited On-Site Support (Mon-Fri 7am-6pm)	N	N	Y	Y
Emergency After-Hours Support (Excluding Weekends)	N	N	Y	Y
24 x 7 Support	N	N	N	Y
Microsoft Application Support	N	Y	Y	Y
Specialty Application Support	N	Y	Y	Y
Mobile Device Support	N	Y	Y	Y
<b>Maintenance</b>				
Software and Patch Management	N	Y	Y	Y
Microsoft Patch Management	Y	Y	Y	Y
<b>Reporting</b>				
Asset Management	Y	Y	Y	Y
Quarterly Business Review (QBR) and Budget Forecasting	N	Y	Y	Y
CMAC™ Dashboards (Real-Time, Historical Trending)	Y	Y	Y	Y
<b>Security</b>				
Anti-Virus Software Management	Y	Y	Y	Y
Anti-Virus License	Y	Y	Y	Y

Centre Assist - Network	Monitoring Only	Basic	Professional	Elite
<b>Support and Monitoring</b>				
Unlimited Remote Support (Mon-Fri 7am-6pm)	N	Y	Y	Y
Unlimited On-Site Support (Mon-Fri 7am-6pm)	N	N	Y	Y
Emergency After-Hours Support (Excluding Weekends)	N	N	Y	Y
24 x 7 Support	N	N	N	Y
Uptime/Connectivity Monitoring	Y	Y	Y	Y
ISP Management	Y	Y	Y	Y
Router Management	N	Y	Y	Y
Firewall Management	N	Y	Y	Y
VPN Management	N	Y	Y	Y
Switch Management	N	Y	Y	Y
Network Peripheral Management	N	Y	Y	Y
Wireless Access Points	N	Y	Y	Y
<b>Maintenance</b>				
Backup and Recovery of Device Configurations	N	Y	Y	Y
Firmware Updates	N	Y	Y	Y

## 2.2. Service Management

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 services 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
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(These do not include after-hours support)

**2.4. Service Requests**

After-Hours services are billed at overtime rates per the type of resource(s) used unless the Customer has opted for Elite services. 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)

On-Site Support <sup>2</sup>		
Category	Description	SLA Response
Emergency	Entire Company Down	1 Hour
Critical	Department or Critical Application Down (Multiple Users)	4 Hours
Normal	Single User Down or Affected	Next Business Day
IMAC	Install, Move, Add, Change	5 Business Days (scheduled)

<sup>2</sup> On-Site Support SLA begins when an on-site intervention is deemed necessary.

**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

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.
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

1. Downtime does not include:
  - a. The period of time when Services are not available as a result of Scheduled Downtime; or
  - b. The following performance or availability issues that may affect Services:
    - i. 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;
    - ii. That resulted from Customer's or third-party hardware, software, or services;
    - iii. That resulted from actions or inactions of Customer or third parties; and
    - iv. 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.