



intelliSupport Enterprise SLA Agreement

intelliNet Account Manager or Reseller Name & Contract Number: _____ intelliNet Contract Number: _____

Effective Date: _____

Billing Address

RESELLER OR CUSTOMER NAME: _____

STREET ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

CONTACT NAME: _____ EMAIL: _____

TELEPHONE: _____ FAX: _____

Service Location Address

CUSTOMER OR END USER NAME: _____

STREET ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

CONTACT NAME: _____ EMAIL: _____

TELEPHONE: _____ FAX: _____

QTY	BRAND	MODEL OR VERSION	ITEM DESCRIPTION	SERIAL NUMBER	MONTHLY FEE PER UNIT	MONTHLY FEE EXTENDED
1	intelliNet	Help-Desk	intelliSupport Membership Subscription		\$27.50	\$27.50
			Servers		49.50	
			Server Operating Systems Support		33.00	
			Point-of-Sale (POS) Stations		49.50	
			PC Workstations		16.50	
			Terminals or CRTs		6.60	
			Thin Client Workstations		11.00	
			PDA Connectivity Support		6.60	
			Dot Matrix Printers		19.80	
			Laser Printers		30.80	
			Uninterruptible Power Supplies (UPS)		6.60	
			Generic Software Applications		16.50	
			Network Switches		6.60	
			Network Routers		13.20	
			Network Firewall & VPN Appliances		27.50	
			Network Monitoring		154.00	

PAYMENT METHODS & DISCOUNTS:

- MONTHLY BILLINGS. DISCOUNT: 5% 5, NET 6
- MONTHLY PRE-AUTHORIZED PAYMENTS. DISCOUNT: 7%
- MONTHLY CREDIT CARD. DISCOUNT: 5%
- ANNUAL IN ADVANCE. DISCOUNT: 10% 30, NET 31

The Customer agrees to purchase and intelliNet agrees to provide, Help-Desk, Remedial Services and General Service & Support, as well as certain Enhancement Options, when contracted for, on the Hardware and Software Items or Components listed on the face of this Agreement, in accordance with the Terms & Conditions on the reverse side hereof, which forms a part of this Agreement. The Customer acknowledges that they have read and understand the Terms & Conditions set out on the reverse side of this Agreement. This Agreement shall become binding upon intelliNet once accepted in writing by intelliNet as evidenced by the signature of a Duly Authorized Officer of intelliNet, below.

STANDARD SERVICE PLAN BASIC COVERAGE \$

PREMIUM SERVICE PLAN ENHANCEMENT OPTIONS:

- SUPPORTED EXCHANGE UPGRADED TO ALWAYS ON-SITE @ 50% _____
- BUSINESS HOURS COVERAGE & ENHANCED RESPONSE @ 25% _____
- PREVENTATIVE MAINTENANCE & COMPONENTS CLEANING @ 25% _____
- MANAGED BACK-UP VERIFICATION & SYSTEM MONITORING @ 15% _____
- MANAGED SECURITY & VIRUS DETECTION PROGRAM @ 15% _____
- MANAGED DISASTER RECOVERY PLAN PROGRAM @ 25% _____

TOTAL MONTHLY FEE \$
(BEFORE PAYMENT DISCOUNTS)

intelliNet Technologies Inc.

FULL LEGAL NAME OF COMPANY (CUSTOMER) _____

NAME OF REPRESENTATIVE _____

X

SIGNATURE _____

DATE _____

NAME OF REPRESENTATIVE _____

SIGNATURE OF ACCEPTANCE _____

DATE _____

intelliSupport Enterprise SLA Agreement

Terms and Conditions

In accordance with the following provisions, "System" shall refer to both the computer related hardware and software item components listed on the front page of this Agreement.

1. INTELLISUPPORT:

During the period specified, intelliNet shall endeavour to provide Service & Support to keep the system in good working order, pursuant to the specifications and actual capabilities of each respective manufacturer's components. intelliNet may also make periodic inspections, tests and adjustments to the system in conjunction with such Service & Support.

All required parts and professional time required to perform under the intelliSupport Agreement shall be included without any additional Charges or Fees over the Net Monthly Fee Before Payment Discounts, for the Items listed for coverage on the face side of this Agreement, except for any Terms and Conditions to the contrary as stated in this Agreement. For hardware service, all parts or components shall be replaced with units of similar or greater performance at no additional charges to the Customer. Parts replacement shall be on an Exchange Basis with all replaced parts becoming the property of intelliNet and the Customer's original part or component therefore not needing to be returned.

Provided none of the exclusions as defined in this Agreement are contravened, this Agreement should provide all of the Service and Support required for the Client to successfully operate the System on a long term basis, notwithstanding that Cabling and Installation services, Application Software Service and Support, Modifications, Training, Systems Integration & Configuration Services, Consulting Services and General Product Sales are all outside of, and in addition to, the intelliSupport Agreement coverage provided herein.

2. SERVICE LEVEL AGREEMENT (SLA):

intelliNet shall provide Service and Support under this Agreement with Response Times and Target Resolution Times for each various Severity Level, as defined in the attached document entitled; "Service Level Agreement (SLA) Severity Levels", which forms a part of this Agreement.

3. SERVICE PLAN SELECTION:

The Service and Support shall be provided under the following Service Plan Selections:

3.1. INTELLISUPPORT HELP-DESK MEMBERSHIP SUBSCRIPTION:

To be able to engage any of the intelliSupport Coverage available, whether Standard Service Plan Basic Coverage, or any or all of the Premium Service Plan Enhancement Options, as well as only Time & Materials, to participate, it is required for the Customer to Subscribe to the intelliSupport Help-Desk Membership Subscription. This Membership Subscription ensures that the Customer's System configuration is known to intelliNet, that appropriate spare parts, replacement components, manufacturer authorizations, technical certifications and appropriately qualified personnel resources planning can be maintained so that response time expectations can be met. It also ensures that contractual and monetary arrangements are in place so that when System service traumas arise, the remedy is not delayed, especially if Customer authorized personnel are unavailable to make arrangements.

3.2. STANDARD SERVICE PLAN BASIC COVERAGE:

Service and Support will be provided by intelliNet personnel between 8:30AM through 5:00PM, local time to the Customer, Monday through Friday, except for statutory holidays and Boxing Day. Severity 1 & 2 Level problems, as defined under the SLA, caused by hardware components or parts failures will be remedied by On-Site attendance by appropriately qualified intelliNet technical personnel on an urgent basis and Severity 3 & 4 problems, as defined under the SLA, caused by hardware components or parts failures will be remedied through a replacement Supported Exchange shipment to the Customer with intelliNet Help-Desk personnel remotely guiding and supporting the Customer through the Supported Exchange of the component and the Customer preparing the failed component for return to intelliNet. Failed and replaced components not shipped for return back to intelliNet within 72 hours shall be subject to being invoiced as a purchase under the Terms and Conditions of this intelliSupport Agreement.

3.3. PREMIUM SERVICE PLAN ENHANCEMENT OPTIONS:

By applying the listed percentage for any or all of the Premium Service Plan Enhancement Options to the Standard Service Plan Basic Coverage total, on the front side of this Agreement, the items and components listed and covered by the Agreement will be provided with the following Premium Service Plan Enhancement Options selected by the respective percentage being applied:

3.3.1. SUPPORTED EXCHANGE UPGRADED TO ALWAYS ON-SITE:

The Standard Service Plan Basic Coverage provides for On-Site attendance by appropriately qualified intelliNet technical personnel for Severity 1 & 2 problems, as defined under the SLA, caused by hardware components or parts failures and for Severity 3 & 4 problems, as defined under the SLA, a Supported Exchange shipment to the Customer with intelliNet Help-Desk personnel remotely guiding the Customer through the replacement process. Supported Exchange Upgraded to Always On-Site provides the Customer with On-Site attendance by appropriately qualified intelliNet technical personnel for all System problems caused by hardware components or parts failures and the Customer is never required to participate in the replacement repair process.

3.3.2. BUSINESS HOURS COVERAGE & ENHANCED RESPONSE:

This option extends the days and hours of coverage to the days and hours that the Customer's business operates and also enhances the response by placing the Customer's Service and Support incident as a priority over only Standard Service Plan Basic Coverage Customers.

3.3.3. PREVENTATIVE MAINTENANCE & COMPONENTS CLEANING:

The Preventative Maintenance & Components Cleaning option provides for intelliNet to twice yearly attend to the Customer's site and perform Preventative Maintenance, pursuant to the specifications of each independent manufacturer of the System components as well as to perform general cleaning of the exterior surfaces of the System components as appropriate. The professional time work under this option is performed during the Standard Service Plan Basic Coverage hours as defined herein regardless of whether the Customer also retains the Business Hours Coverage & Enhanced Response option.

3.3.4. MANAGED BACK-UP VERIFICATION & SYSTEM MONITORING:

This option provides for intelliNet to remotely monitor the general health of the Customer's System including Back-Up Verification, in the interests of uncovering System problems and failures before they become evident to the Customer's users through System failures. This option requires appropriate software licensing.

3.3.5. MANAGED SECURITY & VIRUS DETECTION:

The Managed Security & Virus Detection option provides for intelliNet to remotely monitor and endeavor to identify Security Breaches and Virus infiltration, in the interests of endeavoring to uncover System problems of this nature before they become evident to the Customer's users through manipulation, unauthorized distribution and damage to configuration and data files, that may be highly confidential. This option requires appropriate software licensing.

3.3.6. MANAGED DISASTER RECOVERY PLAN PROGRAM:

This option provides for the immediate replacement of any or all of the Customer's System components in the event of Disasters such as building collapse, fire, flood or theft. It does not provide for the replacement capital cost of the components or the necessary involvement and respective charges of the Customer's software vendors.

3.4. TIME & MATERIALS ANCILLARY SERVICES:

For items and components not covered under the Standard Service Plan Basic Coverage, intelliSupport Service & Support is available at the Time & Material rates then in effect, provided that the Customer has a valid intelliSupport Help-Desk Membership Subscription. Further, other related services and products are available as per the Charges and Fees then in effect.

4. TERM & TERMINATION:

This Agreement shall begin on the effective date specified on the face hereof, and shall be for an initial term of three years and, unless terminated by either party on the first or any subsequent term renewal date by the delivery to the other party of not less than 90 days prior notice in writing, shall automatically continue for successive three year term periods thereafter.

In the event that intelliNet fails to meet its obligations as defined under the attached Service Level Agreement (SLA) Severity Levels document, which forms a part of this Agreement, the Customer may terminate this Agreement at the end of any calendar Month by the delivery to intelliNet of not less than 90 days prior notice in writing. Early termination of any term requested by the Customer and unrelated to non-performance by intelliNet under the SLA, shall require an advance settlement payment of 50% of the balance of the charges for the balance of the term that otherwise would exist under the normal Agreement term termination date.

5. CHARGES & FEES:

The Charges and Fees provided for in this Agreement, commencing on the effective date of this Agreement, will be payable in advance and subject to the Payment Method and related Discount as selected on the front side of the Agreement. For Monthly Payments, the first payment only shall be comprised of the first Month's and last Month's Charges. All other Charges and Fees hereunder are payable as specified in the applicable invoice for such charges. Charges for a partial month's service will be pro-rated on the basis of a 30-day month.

All overdue payments shall bear interest at the rates then in effect. If payment is not received by intelliNet by the due date, intelliNet shall be entitled to cease providing service under this Agreement until receipt of all overdue payments. All charges specified are those currently in effect and are subject to change by intelliNet upon 30 days prior written notice.

If the rate of any of the Charges and Fees are increased the Customer may, on the effective date of such an increase, terminate this Agreement or withdraw from Service and Support any Item or Component thereby affected, upon written notice. Otherwise, the new Charges and Fees shall become effective upon the date specified in the notice. Provincial and Federal Taxes which are applicable will be charged in addition to the charges and fees in this intelliSupport Agreement.

6. EXCLUSIONS:

The following exclusions are not covered under the monthly Charges and Fees of the intelliSupport Agreement and will therefore be billed at the current Charges and/or Fees then in effect:

- repair of any damage or malfunction to the System caused by non intelliNet personnel, unauthorized configuration, the attachment of any device where the technical specifications of which have not been approved by intelliNet, or the use of the System in such a manner or for an application or function other than that for which it was designed;
- any service that is required due to any alterations or attachments to the System made by the Customer without intelliNet's approval;
- electrical work external to the System or the service of accessories, attachments or their devices not furnished by intelliNet;
- repair of any damage or malfunction to the System resulting from any external cause, including, without limitation, Customer or user configuration, accident, transportation casualty or abnormal electrical power, air conditioning or humidity control;
- repair of any damage or malfunction to the System resulting from any misuse or neglect in the operation thereof. For purposes of this paragraph, misuse or neglect shall be deemed to include any practice or procedure prohibited by applicable specifications relating to the System or by the Operator's Manuals, or any service performed by persons other than intelliNet personnel, which in the judgment of intelliNet, leads to System malfunction or configuration requiring correction;
- refinishing System, specification changes, relocation of System, or addition or removal of accessories, attachments, components or other devices;
- service which is impractical because of the connection of the System by mechanical or electrical means to another machine or device, or because of inaccessibility of the System;
- repair of any damage to the System resulting from failure of the Customer to ensure the System power source is properly connected to an appropriate power conditioning unit;
- any repair or configuration work required which existed prior to the commencement of coverage of an item under this Agreement;
- repair or support of any component where the warranty is not honoured through the original manufacturer's authorized channels, and/or the client has not provided a copy of their original purchase invoice for the component to intelliNet, and;
- time invested in the Service and Support of the system, including unnecessary travel time, which relates to the system not being available via modem or the Internet by intelliNet personnel.

7. EXTENDED COVERAGE:

Payment of the intelliSupport Monthly Fees described herein entitles the Customer to Service and Support availability during the times as defined under the respective Service Plan Selection being retained. If the Customer requests services outside of the respective Service Plan's coverage, intelliNet will charge at current Charges and/or Fees then in effect. Service and Support is available 24 hours per day, 7 days per week.

8. PERFORMANCE BY THIRD PARTY CONTRACTOR:

intelliNet may contract for all or parts of its obligations hereunder to be performed by a third party Contractor. The Customer agrees to deal with such Contractor in accordance with its general directions when not inconsistent with the Terms and Conditions of this Agreement. intelliNet shall continue to be ultimately accountable to the Customer for the services intelliNet hereby agrees to provide to the Customer. Customer's payment of all charges specified hereunder shall be made directly and solely to intelliNet.

9. GENERAL PROVISIONS:

The Customer agrees that intelliNet shall have full and complete access to the System, including all passwords, so as to be reasonably able to provide Service and Support thereon and the Customer shall provide a safe place in which to perform such Service and Support. intelliNet shall make every effort to provide prompt, competent Service and Support, but shall not be liable for failure to provide the Service and Support herein if due to causes and conditions beyond intelliNet's reasonable control.

In no event shall intelliNet be liable for any damages, including without limitation, special or consequential damages such as loss of anticipated profits and other economic loss resulting from use of the intelliNet provided Service and Support and/or Product(s), suffered by the Customer or any other person. This Agreement shall be governed by the laws of the Province in which it is executed. This Agreement represents the entire agreement between parties, and nothing else expressed or implied will be honoured by either party unless accepted by both parties in writing.



intelliSupport Service Level Agreement (SLA) Severity Levels

Severity Level	Situation	Response Times	intelliNet Responsibilities	Client Responsibilities	Target Resolution
Severity 1 – Urgent Very High Business Impact	Major System or Component Failure Malfunction with critical impact on Client's ability to operate entire business processes & production. No work-around or manual process available. The problem must be resolved immediately.	Initial Communication Call Back: Within 15 Minutes Commence Service Call Work: Within 2 Hours	<ul style="list-style-type: none"> intelliNet initiates & manages the Service Call to resolution. intelliNet Help-Desk troubleshoots the incident, engages appropriate expertise and dispatches on-site replacement parts & Field Service Technicians when necessary. 	<ul style="list-style-type: none"> Client provides appropriate personnel & access to the premises to sustain continuous work effort & necessary communication. Without appropriate access or instructions, the incident will be downgraded to Severity 2. Client notifies Senior Executives on-site of the incident. 	<p>For 24x7 Coverage: Within 4 Hours 85% of the Time.</p> <p>For 8x5 Coverage: During Regular Business Hours: Within 4 Hours 85% of the Time.</p> <p>During Other Than Regular Business Hours: Within 2 Hours of the Start of the Next Business Day 85% of the Time.</p>
Severity 2 – High High Business Impact	Minor System or Component Failure Malfunction causing impact on Client's ability to operate significant business processes or production. No work-around or manual process available.	Initial Communication Call Back: Within 1 Hour Commence Service Call Work: Within 4 Hours	<ul style="list-style-type: none"> intelliNet initiates & manages the Service Call to resolution. intelliNet Help-Desk troubleshoots the incident, engages appropriate expertise and dispatches on-site replacement parts & Field Service Technicians when necessary. 	<ul style="list-style-type: none"> Client provides appropriate personnel & access to the premises to sustain continuous work effort & necessary communication. Without appropriate access or instructions, the incident will be downgraded to Severity 3. Client notifies Management on-site of the incident. 	<p>For 24x7 Coverage: Same Day 85% of the Time.</p> <p>For 8x5 Coverage: During Regular Business Hours: Same Business Day 85% of the Time.</p> <p>During Other Than Regular Business Hours: Within 4 Hours of the Start of the Next Business Day 85% of the Time.</p>
Severity 3 – Moderate Moderate Business Impact	Component Failure Malfunction not causing impact on Client's ability to operate significant business processes or production. Work-around or manual processes are available.	Initial Communication Call Back: Within 1 Hour Commence Service Call Work: Within Next Business Day	<ul style="list-style-type: none"> intelliNet initiates & manages the Service Call to resolution. intelliNet Help-Desk troubleshoots the incident, engages appropriate expertise and ships replacement component with return shipping arrangements and remote Help-Desk support through to resolution. intelliNet dispatches on-site replacement parts & Field Service Technicians when necessary. 	<ul style="list-style-type: none"> Client provides appropriate personnel & access to the premises as mutually arranged to support work effort & also liaises with intelliNet Help-Desk for necessary communication and support. 	<p>For 24x7 Coverage: Next Day 85% of the Time.</p> <p>For 8x5 Coverage: During Regular Business Hours: Next Business Day 85% of the Time.</p> <p>During Other Than Regular Business Hours: Day after Next Business Day 85% of the Time.</p>
Severity 4 – Low Low Business Impact	Component Failure Malfunction not causing virtually any impact on Client's ability to operate significant business processes or production. Work-around or manual processes are available.	Initial Communication Call Back: Within 1 Hour Commence Service Call Work: Within One Week	<ul style="list-style-type: none"> intelliNet initiates & manages the Service Call to resolution. intelliNet Help-Desk troubleshoots the incident, engages appropriate expertise and ships replacement component with return shipping arrangements and remote Help-Desk support through to resolution. intelliNet dispatches on-site replacement parts & Field Service Technicians when necessary. 	<ul style="list-style-type: none"> Client provides appropriate personnel & access to the premises as mutually arranged to support work effort & also liaises with intelliNet Help-Desk for necessary communication and support. 	<p>For 24x7 Coverage: Within One Week 85% of the Time.</p> <p>For 8x5 Coverage: During Regular Business Hours: Within One Week 85% of the Time.</p> <p>During Other Than Regular Business Hours: Day after One Week 85% of the Time.</p>