



Statement of Services

For:

Prepared by: David Provost,
Account Executive

November 18, 2020

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IntelliNet Service Agreement

intelliNet Account Manager or Reseller Name & Contact Number: **David Provost – 604.362.9701** intelliNet Contract Number:

Billing Address

Service Location Address

RESELLER OR CUSTOMER NAME: _____

STREET ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

CONTACT NAME: _____ EMAIL: _____

TELEPHONE: _____

CUSTOMER OR END-USER NAME: _____

STREET ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

CONTACT NAME: _____ EMAIL: _____

TELEPHONE: _____

QTY	TYPE OF SUPPORT	ITEM DESCRIPTION	MONTHLY FEE PER UNIT	MONTHLY FEE EXTENDED
	SERVICE DESK SUPPORT	Service Desk Subscription*		
	DESKSIDE SERVICES SUPPORT	Laptop & PC & Remote Workstations Support		
	NETWORK INFRASTRUCTURE SUPPORT	Network Switch Support		
	NETWORK INFRASTRUCTURE SUPPORT	Firewall Support		
	NETWORK INFRASTRUCTURE SUPPORT	Access Point Support		
	PHYSICAL SERVER MAINTENANCE	Physical Server		
	WINDOWS VIRTUAL SERVER SUPPORT	Virtual Server & Workstations / Operating Systems		
	MANAGED BACK-UP VERIF. AND MONITORING	Backup Management Support		
	DESKSIDE SERVICES SUPPORT – Level 1 Hardware only	Network Printers & Photocopiers / UPS	Part of laptop & PC Support	
	SCHEDULED SERVICES	Scheduled Maintenance (hourly)		

Duration & Effective date: **XX months auto-renewal** / **DATE DATE DATE**

Other special mentions: **covers up to 10x tickets per month. To be reviewed quarterly and adjusted if needed.*

The Customer agrees to purchase and intelliNet agrees to provide, Help-Desk, Remedial Services and General Service & Support, 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.

TOTAL MONTHLY FEE	\$ _____
ADD-ONS	_____
NET MONTHLY FEE	\$ _____
INITIAL SET-UP FEES:	
SET-UP RESOURCES:	

PAYMENT METHODS & DISCOUNTS:

- MONTHLY PRE-AUTHORIZED PAYMENTS. DISCOUNT: 3%
- MONTHLY CREDIT CARD. DISCOUNT: 1%

FULL LEGAL NAME OF COMPANY (CUSTOMER)

intelliNet Technologies Inc.

NAME OF REPRESENTATIVE

NAME OF REPRESENTATIVE

CUSTOMER SIGNATURE

X

SIGNATURE OF ACCEPTANCE

X

DATE

DATE

Services Overview:

<u>SELECTED TYPE OF SUPPORT</u>	<u>BRIEF DESCRIPTION</u>	<u>DETAILS</u>
<p>SCHEDULED SERVICES</p>	<p>Scheduled Services to be performed onsite in multiple hour time blocks as dictated by the Client.</p> <p>All activities performed will be updated into a ticket for tracking and historical reporting.</p> <p>Service is available Monday to Friday 0800-1700, PST, excluding British Columbia Statutory Holidays</p>	<p>Activities included are as follows:</p> <ul style="list-style-type: none"> • visual inspection of supported hardware • clear out dust & debris • ad-hoc end user requests • making sure nothing physically should impede performance • other activities in support of Client IT requirements. <p>All activities performed will be updated into a ticket for tracking and historical reporting.</p>
<p>PHYSICAL SERVER MAINTENANCE</p>	<p>intelliNet will support and maintain the Client server architecture in their infrastructure. Additional software licenses may be required.</p> <p>Service is performed Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays</p>	<ul style="list-style-type: none"> • Server hardware maintenance supported would include: <ul style="list-style-type: none"> ○ Remotely identify, troubleshoot, and resolve issues ○ Remote configuration, installation and maintaining security patches ○ Coordinate escalation and engagement with other 3rd party vendors
<p>SERVICE DESK SUPPORT</p>	<p>intelliNet Service Desk is staffed Monday to Friday, 0800-1700 PST, excluding British Columbia Statutory Holidays.</p> <p>After hours call support is available for high or urgent severity issues, 24x7. This contact phone number to be provided upon commencement of Services. Additional fees may apply.</p> <p>General email inbox for submitting requests, monitored Monday -Friday 0800-1700 PST, excluding British Columbia Statutory Holidays. Online Portal for submitting requests, monitored Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays.</p>	<ul style="list-style-type: none"> • Incident and Request management processes <ul style="list-style-type: none"> ○ Remotely identify, troubleshoot, and resolve issues ○ Manage incoming requests as necessary and agreed upon between both Client and intelliNet

MANAGED BACK-UP VERIFICATION AND MONITORING:	intelliNet will support and maintain remote alerting and back up validation of Client infrastructure. Additional software licenses may be required. Service is performed Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays	<ul style="list-style-type: none"> • Identify, troubleshoot, and resolve issues • Maintain Client subscribed back-up software protection tools/systems
MANAGED SECURITY AND VIRUS DETECTION:	intelliNet will support and maintain virus and security software/hardware of Client infrastructure. Additional software licenses may be required. Service is performed Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays	<ul style="list-style-type: none"> • Identify, troubleshoot, and resolve issues • Maintain Client subscribed antivirus/malicious software protection tools/systems • Configure malicious software protection tool to ensure accuracy of agents, policies and definition files
WINDOWS VIRTUAL SERVER SUPPORT:	intelliNet will support and maintain the Client virtual servers in their infrastructure. Additional software licenses may be required. Service is performed Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays	<ul style="list-style-type: none"> • Virtual Server Administration: <ul style="list-style-type: none"> ○ Active Directory, File Shares, Print Queues • Identify, troubleshoot, and resolve issues • Configuration, installation and maintaining security patches • Coordinate escalation and engagement with other 3rd party vendors • Preventative Maintenance to be scheduled with Client for security patching, GPO updates, and other maintenance activities on supported devices will be implemented at scheduled times with Client approval.
NETWORK INFRASTRUCTURE SUPPORT:	intelliNet will support and maintain the Client network architecture in their infrastructure. Additional software licenses may be required. Service is performed Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays	<ul style="list-style-type: none"> • Administration of supported network infrastructure • Identify, troubleshoot, and resolve issues • Configuration, installation and maintaining security patches • Coordinate escalation and engagement with other 3rd party vendors • Preventative Maintenance to be scheduled with Client for security patching, GPO updates, and other maintenance activities on supported devices will be implemented at scheduled times with Client approval.
EXTERNAL CLOUD/AZURE INFRASTRUCTURE SUPPORT:	intelliNet will support and maintain the Client virtual servers in their external cloud infrastructure. Additional software licenses may be required. Service is performed Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays	<ul style="list-style-type: none"> • Virtual Server Administration in the Cloud <ul style="list-style-type: none"> ○ Active Directory, File Shares, Print Queues • Identify, troubleshoot, and resolve issues

		<ul style="list-style-type: none"> • Configuration, installation and maintaining security patches • Coordinate escalation and engagement with other 3rd party vendors • Preventative Maintenance to be scheduled with Client for security patching, GPO updates, and other maintenance activities on supported devices will be implemented at scheduled times with Client approval.
DESKSIDE SERVICES SUPPORT	<p>intelliNet will provide Deskside Support for:</p> <ul style="list-style-type: none"> • Desktops • Laptops • Printers • Peripherals <p>Service is performed Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays</p>	<ul style="list-style-type: none"> • Identify, troubleshoot, and resolve issues • Configuration, installation and maintaining security patches • Coordinate escalation and engagement with other 3rd party vendors • Preventative Maintenance to be scheduled with Client for security patching, GPO updates, and other maintenance activities on supported devices will be implemented at scheduled times with Client approval.
OFFICE 365 SUPPORT	<p>intelliNet will provide support for Office 365 for managing your user environment and accessing your applications. Services are supported through our Service Desk Services and available 24X7 for priority issues.</p> <p>Non-priority assistance can be accessed via the following methods General email inbox for submitting requests, monitored Monday -Friday 0800-1700 PST Online Portal for submitting requests, monitored Monday to Friday 0800-1700 PST, excluding British Columbia Statutory Holidays</p>	<ul style="list-style-type: none"> • Office 365 tenant portal management processes <ul style="list-style-type: none"> ○ Adding and removing licenses and management of these purchased licenses ○ Creation, modification, and removal of accounts in the Office 365 portal ○ Escalation to Microsoft Support when applicable • Incident and Request management processes <ul style="list-style-type: none"> ○ Remotely identify, troubleshoot, and resolve issues ○ Manage incoming requests as necessary and agreed upon between Client and intelliNet
NOTE: DISASTER RECOVERY PLAN	<p>Planning for disaster response and responding to disasters are outside the scope of the operational services described above. intelliNet will provide support services to respond to disasters on request on a Time and Materials basis.</p>	<p>Example:</p> <ul style="list-style-type: none"> • Act Of God • Water Damage • Building maintenance issues, Environmental hazards • Cybersecurity & Ransomware & Crypto based attacks recovery.

Terms and Conditions:

_____ (hereafter "Client") and IntelliNet Technologies Inc. (hereafter "IntelliNet") hereby agree to the following:

This Agreement is comprised of the Services Overview, the Itemization, these Terms and Conditions and the attached Service Levels. It refers exclusively to services performed on the products listed in this Agreement and other services provided by IntelliNet (collectively, the "Services").

In accordance with the following provisions, "Systems" shall refer to both the computer related hardware and software item components listed for this Agreement.

1. INTELLISUPPORT:

During the term of this Agreement (see Section 3 below), IntelliNet shall provide Service & Support to keep the Systems itemized in the Agreement in good working order, pursuant to the specifications and actual capabilities of each respective manufacturer's components. IntelliNet will make periodic inspections, tests, and adjustments to the Systems in conjunction with such Service & Support.

All professional time required to resolve incidents under the IntelliSupport Agreement shall be included without any additional charges or fees over the Monthly Fee Totals before payment discounts, for under warranty items listed for coverage for this Agreement, except for any Terms and Conditions to the contrary as stated in this Agreement. For any services related to hardware, all parts or components shall be replaced if the unit is under vendor supported warranty and provided by the vendor at no additional charges to the Client. If the unit needing service is no longer under the vendor supported warranty, all required parts and time will be billed at a Time and Materials rate agreed upon prior to work commencing.

At its sole discretion, IntelliNet may provide, license and/or otherwise make use of various third party and/or IntelliNet proprietary software programs, scripts, utilities and/or diagnostics software on the Client's Systems, in the interest of providing Service & Support.

Subject to the express exclusions set out in this Agreement and to compliance with this Agreement, this Agreement provides all of the Service and Support required for the Client to successfully operate the System on a long term basis. Client recognizes that cabling and installation services, application software service and support, modifications, training, systems integration & configuration services, consulting services and general product sales are outside the standard support services provided by IntelliNet under this Agreement and any such services required by Client shall be provided by agreement on a time and materials basis, and are in addition to the IntelliSupport Agreement coverage provided herein.

2. SERVICE PLAN DETAIL:

The Service and Support shall be provided under the following categories

2.1. INTELLISUPPORT SERVICE-DESK MEMBERSHIP SUBSCRIPTION:

Standard Service Desk subscription fees apply to all coverage plans. A toll-free number and support email address will be provided for contacting Service Desk personnel.

1. Hours of support 0800-1700 PST, excluding British Columbia Statutory Holidays
2. After Hours call answer service is available upon request for reporting high severity or high priority issues.

3. Portal (optional) and email only available 0800-1700 PST Monday to Friday, excluding statutory and civic holidays
4. For any urgent issues, a phone call is required

2.2. TIER 2 AND 3 SUPPORT

Service is available 24x7x365 for all critical infrastructure issues. This service is engaged by calling the Service Desk and following the escalation procedure. All non-critical issues will be responded to on the next business day.

2.3. TIME & MATERIALS ANCILLARY SERVICES:

For hardware and software not covered under vendor support, IntelliSupport Service & Support is available at the Time & Material rates on a reasonable efforts basis.

3. TERM & TERMINATION:

This Agreement shall begin on the Services Start Date specified on the face hereof, and shall be for an initial term of one year and, unless terminated by either party on the first or any subsequent anniversary date by the delivery to the other party of not less than 75 days prior notice in writing, shall automatically continue for successive one year periods thereafter. At any point after 75 days prior to the anniversary the date up to the following year's notice period, if the client would like to terminate the agreement, the remaining monthly fees to the end of the following anniversary date are still due and payable by the client.

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.

4. CHARGES & FEES:

The Charges and Fees itemized in this Agreement will commence on the Services Start Date and will be payable in advance. All other Charges and Fees hereunder including all amounts payable on a Time and Materials basis 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 from the due date until the date of payment at a monthly rate of 2% (24% per annum) and billed in the following month. 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 90 days written notice. If applicable, any 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.

5. EXCLUSIONS:

The following exclusions are not covered under the monthly Charges and Fees of the IntelliSupport Agreement and will therefore be billed at Time and Material rates agreed upon before work commences.

- 5.1. repair of any damage or malfunction to the Systems caused by non intelliNet personnel, unauthorized configuration, the attachment of any device where the technical specifications have not been approved by intelliNet, or the use of Systems in such a manner or for an application or function other than that for which it was designed;
- 5.2. any service that is required due to any alterations or attachments to the Systems made by the Client without intelliNet's awareness or approval;
- 5.3. electrical work external to the Systems or the service of accessories, attachments or their devices not furnished by intelliNet;
- 5.4. repair of any damage or malfunction to the Systems resulting from any external cause, including, without limitation, Client or user configuration, accident, transportation casualty or abnormal electrical power, air conditioning or humidity control;
- 5.5. repair of any damage or malfunction to the Systems 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 Systems or by the applicable 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;
- 5.6. specification changes, relocation of Systems, or addition or removal of accessories, attachments, components or other devices;
- 5.7. service which is impractical because of the connection of the Systems by mechanical or electrical means to another machine or device, or because of inaccessibility of the Systems;
- 5.8. repair of any damage to the Systems resulting from failure of the Client to ensure a System's power source is properly connected to an appropriate power conditioning unit;
- 5.9. any repair or configuration work required which existed prior to the commencement of coverage of an item under this Agreement;
- 5.10. 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;
- 5.11. time invested in the Service and Support of the system, including unnecessary travel time, which relates to the System not being available via the Internet by intelliNet personnel.

6. EXTENDED COVERAGE:

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

7. 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 Client agrees to allow intelliNet and the third party contractors retained by intelliNet access to Systems in accordance with the Terms and Conditions of this Agreement to provide the Services. IntelliNet shall continue to be ultimately accountable to the Client for the Services intelliNet hereby agrees to provide to the Client. Client's payment of all charges specified hereunder shall be made directly and solely to intelliNet. Unless otherwise mutually agreed to by the Parties, during the term of this Agreement and for a period of one year thereafter, neither Party shall directly or indirectly (for example, through its Affiliates): (i) solicit for employment or for the purpose of entering into a contract for services, any personnel or contractors of the other Party; or (ii) attempt to induce any personnel or contractors of the other Party at such time to leave such person's employment or to terminate such person's contract with the other Party.

8. GENERAL PROVISIONS:

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

IntelliNet's aggregate liability under this Agreement will be limited to direct damages in an amount not exceeding the total fees paid or payable to intelliNet under this Agreement in respect of the six (6) months immediately prior to the month in which the most recent event giving rise to liability occurred. In no event will intelliNet be liable to under this Agreement for any indirect, consequential, incidental, exemplary, punitive or special damages or for damages characterized as lost revenue, lost savings or lost profits, even if intelliNet has been advised of the possibility of such damages in advance. The foregoing limitation and exclusions shall apply in all circumstances, whether in contract or tort (including negligence), as a result of breach of warranty, strict liability, indemnity or under any other theory of liability whatsoever.

This Agreement shall be governed by the laws of the Province of Ontario. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. This Agreement represents the entire agreement between parties and supersedes all prior agreements and discussions between with respect thereto and nothing else expressed or implied will be honoured by either party unless accepted by both parties in writing.

In the event of any conflict between the provisions of this Agreement and the terms of any purchase order or other document submitted by Client, the terms of this Agreement shall prevail.

Neither party shall assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to a party that acquires all or substantially all of the assigning party's assets as part of a corporate reorganization, merger or acquisition, provided the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

The parties are independent contractors. This Agreement does not create a joint venture or partnership between the parties.

Client agrees that intelliNet may use Client's name and logo on intelliNet's website, and as a part of a general list of intelliNet's customers for use and reference in corporate, promotional and marketing literature.

Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

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Service 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 Service Desk troubleshoots the incident, engages appropriate expertise and dispatches on-site replacement parts & Field Service Technicians when necessary.	<ol 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.	For 24x7 Coverage: Within 4 Hours 85% of the Time. For 8x5 Coverage: During Regular Business Hours: Within 4 Hours 85% of the Time.

<p>Severity 2 – High High Business Impact</p>	<p>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.</p>	<p>Initial Communication Call Back: Within 15 Commence Service Call Work: Within 4 Hours</p>	<ul style="list-style-type: none"> • intelliNet initiates & manages the Service Call to resolution. • intelliNet Service Desk troubleshoots the incident, engages appropriate expertise and dispatches on-site replacement parts & Field Service Technicians when necessary. 	<p>3. Client provides appropriate personnel & access to the premises to sustain continuous work effort & necessary communication.</p> <p>4. Without appropriate access or instructions, the incident will be downgraded to Severity 3.</p> <p>5. Client notifies Management on-site of the incident.</p>	<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>Severity 3 – Moderate Moderate Business Impact</p>	<p>Component Failure Malfunction not causing impact on Client’s ability to operate significant business processes or production. Work-around or manual processes are available.</p>	<p>Initial Communication Call Back: Within 1 Hour Commence Service Call Work: Within Next Business Day</p>	<ul style="list-style-type: none"> • intelliNet initiates & manages the Service Call to resolution. • intelliNet Service Desk troubleshoots the incident, engages appropriate expertise and ships replacement component with return shipping arrangements and remote Service Desk support through to resolution. • intelliNet dispatches on-site replacement parts & Field Service Technicians when necessary. 	<p>6. Client provides appropriate personnel & access to the premises as mutually arranged to support work effort & also liaises with intelliNet Service Desk for necessary communication and support.</p>	<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>Severity 4 – Low Low Business Impact</p>	<p>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.</p>	<p>Initial Communication Call Back: Within 1 Hour</p> <p>Commence Service Call Work: Within One Week</p>	<ul style="list-style-type: none"> • intelliNet initiates & manages the Service Call to resolution. • intelliNet Service Desk troubleshoots the incident, engages appropriate expertise and ships replacement component with return shipping arrangements and remote Service Desk support through to resolution. • intelliNet dispatches on-site replacement parts & Field Service Technicians when necessary. 	<p>7. Client provides appropriate personnel & access to the premises as mutually arranged to support work effort & also liaises with intelliNet Service Desk for necessary communication and support.</p>	<p>For 24x7 Coverage: Within One Week 85% of the Time.</p> <p>For 8x5 Coverage: During Regular Business Hours: Next Business Day 85% of the Time</p>
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