



DEDICATED SERVICES DESCRIPTION

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Received and Acknowledged by:

Signature

Title

Date

enjoy technology :)

DEDICATED SERVICES DESCRIPTION

OVERVIEW

This document is a “Service Description” as specified in 5NINES Standard Terms & Conditions and serves as the detailed technical description of 5NINES Dedicated Services. This Service Description is subject in all respects to the Service Agreement between the Client and 5NINES and specifies the coverage provided, along with the type of activity and service elements related to managing and supporting relevant service items related to the Service Agreement.

This document replaces the service description previously titled 5NINES IT Management & Support Services Description.

TERMS OF SERVICE

5NINES Dedicated Services are for the operational support of servers, network equipment, applications and user devices or other elements of a Clients information technology environment which are owned or licensed by or to the client. These devices have configurations and settings specific and dedicated to each client.

5NINES service agreements qualifying under these terms of service will fall under the provisions herein.

Delivery and operational support of 5NINES Shared Services utilizing 5NINES owned infrastructure and applications are not covered under this description. (See: 5NINES Shared Services Description for details related to these services).

Hardware and software not covered under manufacturer maintenance contracts or without replaceable parts or media readily available, or when software is not “genuine” or licensed are not applicable for in-scope coverage under management and support plans.

Hardware and software costs are not covered for equipment not owned or provided as a service by 5NINES.

MANAGEMENT & SUPPORT METHODOLOGY: {IT} IS OUR CORE BUSINESS

Management is the key to keeping your IT environment up and running, and the 5NINES team of experts will help you design, plan, build and manage your entire IT infrastructure. We provide management services across each of our four service areas— User Devices, Servers, Networks and Applications—efficiently, cost effectively and with the highest level of availability and security. We’ll ensure that your systems are functioning properly, up-to-date and protected against technology disruptions.

5NINES METHODOLOGY

- Assess
- Plan
- Design
- Deploy
- Migrate

MANAGE & SUPPORT

- ITIL Management Process
- Troubleshooting and Emergency Response
- Technical Support
- Hardware & Software Support
- IT Supplier and Vendor Management
- Documentation
- IT Improvement Strategy & Planning
- Refresh/Life Cycle Management

5NINES MANAGEMENT & SUPPORT OVERVIEW

The following table and subsequent descriptions identify services elements, activities and coverage provided for 5NINES Professional or Enterprise management plans.

Servers, network equipment, applications and user devices identified for coverage will be managed and supported according to the plans below.

	Enterprise	Professional
Call Center	24x7x365	24x7x365
Client Portal	✓	✓
Asset Management	✓	✓
Event Management	✓	✓
Configuration Management	✓	✓
Backup Management	✓	✓
Lifecycle Management	✓	✓
Anti-Virus Protection	✓	✓
Patch Updating	✓	✓
Request Fulfillment	✓	✓
Incident Management	✓	✓
Problem Management	✓	Time & Material
Change Management	✓	Time & Material
Emergency Response Time SLA	1 hour	1 hour

MANAGEMENT & SUPPORT DETAILS AND DEFINITIONS

Below we explain that our management and support is designed to offer our clients the best possible coverage based on their budget and needs. We strive to be adaptable to specific needs.

MANAGEMENT & SUPPORT DETAILS AND DEFINITIONS

Call Center 5NINES Call Center, available 24 hours per day x 7 days x 365 days, is the first point of entry into our customer service and support process. All inquiries begin their path with the creation of a service ticket that identifies and documents the nature of the request. Once a ticket is logged it can be handed over to the right 5NINES representative for resolution.

Client Portal Our Client Portal provides access to tickets, projects, billing, administration, and reports. Through the portal, clients can register, track and report on incidents, problems and changes.

MANAGEMENT & SUPPORT DETAILS AND DEFINITIONS

Asset Management Our systems track your assets to help us support you, monitor status and manage their lifecycle.

Event Management 5NINES provides ongoing monitoring of all devices under agreement. 5NINES will report critical alerts, scans and event resolutions to the Client as they arise. Should a problem be discovered during monitoring, 5NINES shall make every attempt to rectify the condition in a timely manner through remote access. We monitor systems 24x7x365. Standard Monitoring allows for response during normal business hours. Advanced Monitoring includes 24x7x365 response. (See Appendix D for further description of Event Management Service and Monitoring.)

Configuration Management 5NINES maintains configurations on managed systems to all for stability, performance and efficient support of the current environment. We maintain an up-to-date record of all managed hardware, software, and setting. This information is critical to minimize the impact of changes, helps maintain service levels, and allows for lifecycle management.

Backup Management 5NINES provides data and system backup management services on applicable managed systems with authorized backup solutions. Backup monitoring and backup set management are included in ongoing service fees. Backup solutions, product licensing, storage and data or system restore services are not included in specific device management and support fees, but available on upon request.

Lifecycle Management 5NINES offers lifecycle management services on managed systems. Lifecycle management provides ongoing recommendations and planning of future upgrades based on technical needs and requirements within the budget you define. In our scheduled account reviews is allotted for strategic planning and analysis to help you decide the future of your systems and architecture

Supporting the ongoing development and well-being of your IT environment is what we do best.

Anti-Virus and Malware Protection 5NINES provides anti-virus and malware protection on applicable managed systems. Damages caused by and recovery from virus infection not detected or quarantined by the latest anti-virus definitions are not covered under the terms of service. This service is limited to those systems protected with a currently licensed, vendor-supported anti-virus solution.

Patch Updating 5NINES applies manufacturer approved critical and security updates to assure managed systems are secure and operating at peak performance. Windows workstation devices and Office applications allow for auto-updating. Updates for Servers and Network devices are applied as recommended by the manufacturer and approved by the Client. Emergency patching for critical updates outside of normal maintenance is billable. (See Appendix C for management and maintenance cycles for applying patches and updates).

MANAGEMENT & SUPPORT DETAILS AND DEFINITIONS

Request Fulfillment	5NINES provides request fulfillment to extend, modify and provide basic changes to managed systems. Basic changes include adding or changing user accounts, necessary simple system modifications, and customizations not exceeding 1 hour per month per client are included. Advanced changes are defined as part of Problem or Change Management.
Incident Management	All support incidents begin their path to resolution with our Technical Support Team. 5NINES provides Incident Management services to determine the nature of the incident, identify any possible work arounds and gather the information necessary for ongoing problem management and resolution.
Problem Management	After an incident is triaged, work can begin to put in place work arounds and determine the ultimate fixes to resolve inherent problems that caused the incident. 5NINES Problem Management services include defining and implementing precise work arounds, root cause analysis for incidents, defining problem resolution activities and changes necessary to avoid recurring incidents.
Change Management	5NINES provides the definition, scheduling and planning of changes as part of Change Management with the goal of minimizing disruptions, risks and complexity while maintaining the agreed service levels. When possible, changes are completed during defined maintenance windows. (See Appendix C for management and maintenance cycles for applying patches and updates.) Implementation of Changes are subject to extra charges on a time and materials basis depending on the scope and extent of time involved with the change. (see Change Order section below and Appendix B for further details).
Emergency Response Time SLA	5NINES guarantees response time service levels for emergency service calls. Clients calling the 5NINES 24x7 support line will receive a return call within the agreed time frame from a 5NINES technician who will begin diagnosis and troubleshooting of events. When necessary, remote and on-site assistance will be provided. (See Appendix A: 5NINES Client Service Guide for more details.) Depending on services and Client requirements, 5NINES can offer faster response times for an additional fee. Our number one priority is to assure your business is online.

OUT OF SCOPE COMPONENTS, COSTS & COVERAGE

The following components and costs are considered **out of scope** but available on a time and material basis:

1. Servers, network equipment, applications and user devices not covered by a 5NINES Management and Support Plan.
2. Parts, equipment or software not covered by vendor/manufacturer warranty or support, unless specific exceptions have been identified in configuration management. (e.g. Hardware as a Service devices with spare replacements).

3. The cost of any parts, equipment, or shipping charges not covered under a services or replacement plan.
4. The cost of any Software, Licensing, Software Renewal, or Upgrade fees not specified as part of the Service Agreement.
5. The cost of any Third Party Vendor, Manufacturer Support, or Incident Fees not covered under a service or replacement plan.
6. Resolution of failures due to force majeure, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary due to bugs released by software vendors (e.g. adverse effects from installing updates or service packs).
8. Service and repair made necessary by the alteration or modification of equipment other than that authorized by 5NINES, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than 5NINES.
9. Hardware and software not covered under manufacturer maintenance contracts or without replaceable parts or media readily available, or when software is not "genuine" or licensed.
10. The costs of training services not specified as part of the Service Agreement.
11. Virus or malware removal and associated repairs and file restoration
12. Data Recovery or Disaster Recovery

Costs for out of scope support are subject to provisions in your 5NINES Client Service Guide.

5NINES cannot guarantee supportability and timely resolution for hardware or software not covered under manufacturer maintenance contracts, without replaceable parts or media readily available, or when software is not "genuine" or licensed.

REQUEST FOR SERVICE CAN INCLUDE:

1. On-site visits
2. Remote support
3. Emergency support services
4. Monthly service management meetings
5. Quarterly service contract review meetings

The exact hours spent for on-site visits will vary depending on Client needs and demands and scheduled work requirements.

Exact times for on-site visits and remote support activities will be defined and agreed upon with the Client. (See Appendix C for maintenance definitions and standard maintenance windows)

SUPPORT AND ESCALATION

5NINES will respond to Client's Service Tickets under the provisions of your 5NINES Client Service Guide (See: Appendix A).

Service Tickets can be opened by authorized contacts through our website portal, by email to support@5NINES.com, or by phone. Each service ticket will be assigned a number for tracking. **EMERGENCY SUPPORT CASES MUST BE REPORTED VIA PHONE.**

5NINES assembles dedicated support teams based on your specific needs. **In all cases, your final escalation is Todd Streicher, the President and CEO of 5NINES.** Your satisfaction is our highest priority and our escalation process is designed to assure this. We strive to provide the highest level of availability in the industry. See your 5NINES Client Service Guide for escalation team details (an example is presented in Appendix A).

CHANGES ORDERS

Implementation of changes are subject to extra charges to the Client. Any such changes will be submitted via a "Change Order" to be signed by an authorized representative.

Material changes for modification and amendment to an Agreement will also be submitted via a "Change Order."

Assumptions and service performance will be evaluated for validity at quarterly service contract review meetings. If the Client requests or 5Nines recommends changes during performance of an Agreement, 5NINES will provide the Client with a written Change Order setting forth:

1. A description of the proposed change(s)
2. Impact on price
3. Impact on work schedule
4. If necessary, a Statement of Work

The Client may, at their discretion, accept or reject the Change Order.

A Change Order will be considered rejected if the Client does not respond to the proposal within five (5) business days of the date of the delivery. If accepted, Change Orders will be effective upon execution.

5NINES will promptly (within five [5] business days) notify the Client upon discovery of any change that 5NINES reasonably believes is required in the scope of an Agreement.

ASSUMPTIONS

5NINES services are based on the following assumptions:

Client meets the following obligations and criteria:

1. Appropriate Client resources will be available when needed to assist and respond to requests during the execution of this work.
2. Evening and weekend access to Client facilities and computing systems, along with direct support from Client resources will be provided when necessary.
3. Remote access will be enabled and functional.
4. The Client will provide issues that are to be addressed during this work; this may include detailed descriptions of behaviors and findings relating to incidents and problems.

Assumptions and service performance evaluation will be evaluated for validity at service contract review meetings.

DISPUTE RESOLUTION

Both parties shall resolve disputes as they arise. Service complaints should be brought forward as issues are encountered and will be reviewed in service management meetings (see your 5NINES Client Service Guide for Escalation party information).

If an issue cannot be resolved, a description of the matter should be put into writing and immediately escalated to a contract representative. The receiving party will have 30-days to resolve the issue to the satisfaction of the delivering party.

5NINES will be responsible for delivering an updated documentation set and providing the Client appointed party with any Client specific configuration aspects of the IT environment.

CONFIDENTIALITY

5NINES acknowledges that we will have occasions where 5NINES is exposed to confidential and proprietary information pertaining to the conduct of Client's business, their Client's businesses, and/or future plans pertaining to them through documents and conversations. 5NINES shall obtain the written commitment of its employees, agents and subcontractors exposed to Client's confidential and proprietary information to keep Client's confidential and proprietary information confidential.

APPENDIX A

5NINES CLIENT SERVICE GUIDE EXAMPLE

SUPPORT PORTAL: www.5nines.com (Blue log-in button upper right corner)

LOGIN ID: your email address
PASSWORD: XXXXXX

Call: 608.512.1034 7 x 24 support

EMAIL: SUPPORT@5NINES.COM 5 X 10 SUPPORT

******Clients experiencing **Priority 911** or **Priority HIGH** issues **MUST** report their issues via phone call 608-512-1034 in order to guarantee response times.

TELL US: Your Name | Company or Client ID# | Nature of the Problem | Severity Level

5NINES Client Service staff will open a ticket, send a response to you and begin assessment. Please note the following response commitments and procedures:

SEVERITY LEVEL	RESPONSE BUSINESS HOURS	RESPONSE AFTERHOURS	RESOLUTION
Complete Outage Priority 911 5NINES service availability outage or client system-wide failure with all users affected. Business cannot operate.	1 hour	1 hour	ASAP
Partial Outage Priority HIGH System or software failure such that multiple users cannot operate.	1 hour	Next Bus. Day	ASAP
Degraded Priority NORMAL Systems or software have degraded causing limited business interruption.	2 hours	Next Bus. Day	Scheduled
Change request Priority LOW Any non-service affecting performance.	4 hours	Next Bus. Day	Scheduled

LEVELS OF SUPPORT AND ESCALATION

Primary Technician

Technical Manager

Account Manager

CEO Todd Streicher 608.512.1002 tstreicher@5nines.com

Billing Support: Call 608.512.1000 and ask for our accounting department or email billing@5nines.com

APPENDIX B

5NINES SERVICE RATES

5NINES service rates are based on work roles, work type, and contract type.

WORK ROLE	WORK TYPE	CONTRACT RATES	NON-CONTRACT RATES
Consultant	Design Implementation	\$185 / Hour	\$230 / Hour
Project Manager	Implementation	\$155 / Hour	\$185 / Hour
Delivery Specialist	Implementation Advanced Support	\$155 / Hour	\$185 / Hour
Support Specialist	Basic Support	\$130 / Hour	\$155 / Hour

WORK ROLES

Consultant: Provides technical advice and design for service development or client projects.

Project Manager: Provides definition, coordination, and control of client projects.

Delivery Specialist: Provides technical expertise for implementation of client projects and advanced support.

Support Specialist: Provides technical expertise for basic and intermediate support.

WORK TYPES

Work types are based on technical function and relate to resource experience and skill level.

RATE CATEGORIES

Contract rates apply to **work performed during normal business hours** that falls under the technical scope of a 5NINES Service Agreement or Block Hours Agreement.

Non-Contract rates apply to **work performed during normal business hours** that is not covered by a 5NINES Agreement.

RATE ADJUSTMENTS

Work performed outside of normal business hours will be billed at 1.5 times the relevant service rate.

Travel time outside of the local area will be billed at 0.5 times the relevant service rate.

APPENDIX C

MANAGEMENT AND MAINTENANCE CYCLES

GENERAL		FREQUENCY
Document software and hardware changes		As performed
Reports of work accomplished, work in progress, etc.		Monthly
DEVICE & SERVICE SPECIFIC		DAILY/ HOURLY
Ensure that all services are running		Daily/Hourly
Hot fixes and critical patches applied		Monthly
Updates and non-critical patches applied based on testing and approval		Monthly
Check logs of monitored devices and services and identify potential issues		As They Appear
Monitor resources for functionality, capacity and performance issues		Daily/Hourly
Reboot of devices or services		As Needed
Run cleanup utilities or jobs		As Needed
Check status of backups or scheduled jobs		Daily
Alerts 5NINES or client for dangerous conditions		As Needed

MAINTENANCE DEFINITIONS

NORMAL MAINTENANCE

Normal Maintenance shall refer to: (i) upgrades of hardware or software; (ii) preventative and necessary maintenance (such as upgrading power supplies), or (iii) upgrades to increase capacity. Normal Maintenance, while being conducted, may degrade the quality of services provided which may include a disruption of the services; provided, however, that a disruption related to Normal Maintenance shall not be deemed to be an Outage.

There are four **5NINES Standard Normal Maintenance Windows**:

Alpha - 2nd Thursday Night 7p-9p

Bravo - 3rd Tuesday Night 7p-9p

Charlie - 3rd Thursday Night 7p-9p

Delta - 4th Sunday Morning 1a-3a

Non-standard Normal Maintenance Windows may be mutually negotiated and agreed upon by Client and 5NINES during implementation.

For maintenance not covered under mutually agreed upon Normal Maintenance hours, 5NINES shall provide three (3) days prior notice.

URGENT MAINTENANCE

Urgent Maintenance shall refer to efforts to correct conditions which are likely to cause an Outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the services provided, and which may include an Outage.

An outage related to Urgent Maintenance shall be deemed an Outage for purposes of determining whether the service is Operational. 5NINES may undertake Urgent Maintenance at any time deemed necessary. 5NINES shall provide notice of Urgent Maintenance to Client as soon as is commercially practicable under the circumstances.

APPENDIX D

EVENT MANAGEMENT - MONITORING SERVICES

5NINES uses advanced tools to perform fault, performance, and end-to-end monitoring. These tools allow for real time monitoring as well as device history and Enterprise-grade automation for self-healing tasks.

For server and workstation devices, 5NINES monitors faults and performance thresholds for Availability, CPU, Disk Space, Disk Queue Length, Memory, Patch Status, and Connectivity. For network devices and VPNs, 5NINES monitors for Availability, CPU load, and network traffic volume. End-to-End monitoring of systems, applications and websites is available upon request. Default monitors are applied and tested during implementation of management services. Customized monitoring is available upon request.

Monitoring systems operate 24x7x365 and send defined alerts to 5NINES ticketing system and designated customer contact email addresses. 5NINES Representatives review alerts and respond as defined by the selected monitoring and severity levels in the Service Level Agreement (SLA).

Alerts, scans and event resolution are logged in 5NINES ticketing systems and available for review by customers via their client portal. Monthly summary reports are also available as requested. Monitoring settings and thresholds are routinely adjusted as necessary. 5NINES is available for regular and / or special service review meetings with clients as requested to discuss and modify monitoring systems.

STANDARD MONITORING

For devices registered for Standard Monitoring services, 5NINES representatives are assigned during standard business hours (7am - 6pm) to watch for incoming alerts, respond and begin the triage process. Outside of standard business hours, alerts are logged as service tickets and followed up by 5NINES representatives the next business day. 5NINES on-call technicians are available via our 24x7x365 call center to respond to emergency issues identified by our customers, including alerts they may receive via the monitoring systems.

ADVANCED MONITORING

For devices registered for Advanced Monitoring services, 5NINES representatives are assigned 24x7x365 to watch for incoming alerts, respond and begin the triage process. Alerts are logged as service tickets and received by our 24x7x365 Network Operations Center (NOC). 5NINES NOC representatives have support capability and access to 5NINES on-call technicians to respond to emergency issues identified by monitoring systems 24x7x365.