Liquid Mercury Solutions
Cloud Solution Provider Program
Service Level Agreement

Version 3.0; dated March 1st, 2017

This document describes an agreement between Liquid Mercury Solutions and its customers regarding the quality and limits of services offered (Service Level Agreement). It shall be incorporated into all authorizations for payment to subscribe to and/or purchase all services described below.

Contents

Services Covered by This Agreement

This SLA covers services provided in the context of performing IT support or administrative tasks which are primarily performed by people. (In this paragraph, we mean "people" to exclude corporate "persons").

This SLA is not intended to describe services which are delivered purely by computers or other fully automated information processing systems (also known as SaaS, IaaS, or PaaS services) such as Microsoft Office 365, Windows Azure, or Enterprise Mobility + Security. For these software-as-a-service (and the like) availability and service hours are as indicated in the provider's SLA. In the event that Liquid Mercury Solutions is the provider of such an automated service, it will be covered by its own SLA separate and apart from this agreement and clearly identified as such.

Services We Provide

The following are some of Liquid Mercury Solutions' services which are covered by this SLA. This list may be subject to changes during the normal course of business, and should not be considered an exclusive or complete list.

- Office 365 Basic, Standard, and Premium Support
- Admin 365 On Demand
- Azure On Demand / Azure Admin On Demand
- SharePoint On Demand
- Enterprise On Demand / Desktop on Demand

We use the following criteria to determine if a service not listed above is covered by this SLA. In the case where all four conditions below are fully and unambiguously met, it shall be considered that the provided service is covered by this SLA.

1. Is the service provided directly by Liquid Mercury Solutions (e.g. it is not resold from another publisher or vendor)?

2. Is the service primarily provided by human labor (e.g. not an automated computer system, software, or other machine)?
3. Is the service billed as subscription enrollment (e.g. monthly or yearly) and not an hourly (time & materials), per-unit, or on fixed-price for deliverables basis?
4. Is the service not covered by a different Service Level Agreement that explicitly supersedes this agreement?

Office 365 Basic Support

Basic Support for Office 365 is a service that we've been providing since 2011/2012 when Office 365 was still called BPOS. Over the years, Microsoft has changed their distribution model many times.

Customers who joined with us under the Subscription Advisor model prior to 2016 are enrolled in our Basic Support program. This program also applies to customers who set up a free trial for Office 365 but did not eventually purchase their Office 365 from us.

Basic support includes the following benefits:

- Self-service option keeps us out of your hair
- E-mail and forum based Q&A that goes beyond Microsoft Office 365 Support
- Complimentary Cloud Services Evaluation to determine if you're getting the best value from your current Office 365 plans - a $500 value
- A free license for CloudPower Standard edition - worth $288 annually
- Access to other client-exclusive content and benefits

Customers who want a higher level of support (but who only qualify for Basic Support when purchasing Office 365 through another vendor or Microsoft directly) can obtain benefits through Premium Support options below, such as Admin On-Demand.

Office 365 Standard Support

Standard Support was introduced in 2016 as our way of providing additional benefits to customer who purchase Office 365 through us via Microsoft Cloud Solution Provider program. You can also enjoy all our Standard Support benefits by purchasing any of our Premium Support options, such as Admin 365 On Demand.

Standard support includes the following benefits:

- Full service account and billing support - with real live human beings
- Best-in-class 5x8 support provided by our USA domestic Office 365 and SharePoint experts
- Overnight 24x7x365 support is included
- Complimentary Cloud Services Evaluation license review and evaluation - $500 value
- Free licensed copy of CloudPower Premium - worth $576 annually
- Regular strategy sessions with our SharePoint experts - worth up to $5,616 per year

- Personalized service you simply won't find elsewhere
- Access to other client-exclusive content and benefits

Those customers purchasing Office 365 licenses through Microsoft, their LAR, or TechSoup.org can upgrade from Basic Support to Standard Support by purchasing Admin 365 On Demand. Note that non-profit/charitable organizations qualify for reduced pricing on these services.

Premium Support: Azure, Enterprise Desktops, Office 365, and SharePoint

Our Premium Support offerings include retainer support agreements based on T&M billing, as well as subscription based services such as Skills On Demand, Admin On Demand, and SharePoint On Demand. All Premium Support plans automatically include Standard Support and Basic Support benefits, regardless of where you purchase your Microsoft products or services.

Benefits:

- Eliminates the need to hire and train your own staff to administer and maintain your Office 365 subscription
- Reasonably priced options for businesses of various sizes
- Plans that cover many routine tasks in SharePoint Online
- Includes access to enhanced reports and alerts that help you get the most out of Office 365
- Add-on options for toll-free managed end-user help desk
- Add-on enhancements for compliance with regulatory requirements such as HIPAA, FINRA, SOX, or GLBA

Admin 365 On Demand

Admin 365 On Demand is a service that covers the customer for performance of routine maintenance and administrative tasks in Office 365 that go beyond standard support.

Since there are many plans and options, plans and prices are determined by the type and quantity of Office 365 licenses to which you have subscribed. While plans and pricing may vary and change over time, the basic tiers as of 2/15/2017 are as follows:

- Lite: suitable for shared desktops, part-time, contractual, temporary, mobile only (desk-less) workers; examples include Business, Business Essentials, and Enterprise K1 plans.
- Standard: suitable for users of Business Premium, E1, and E3 plans
- Enhanced: suitable for users of E4/E5 plans or E1/E3 plans with add-on voice services.

Depending on the options included in your Office 365 subscription, Admin 365 On Demand automatically covers the following workloads:

- Office 365 Admin Portal, including but not limited to:
    - DNS Configuration
    - Users and Groups

    - Licenses
- Exchange Online, including, including but not limited to:
    - Mailboxes, distribution groups, and shared mailboxes
- Office ProPlus configuration (includes Outlook)
- Project Online
- Skype for Business (including voice calling)
- Auxiliary Office 365 Services, such as:
    - Sway, Delve, Teams, and Planner
    - Yammer Enterprise
    - Power BI Pro
- Advanced security scenarios such as:
    - Azure Rights Management
    - AD Connect (formerly AD Sync or DirSync)
    - Office 365 Multi-factor authentication
    - Office 365 Compliance & Security
    - Active Directory Federation Services (ADFS) for SSO

Everything included in our Office 365 Standard Support plan is by definition included in Admin 365 On Demand. Customers who choose to purchase Office 365 from Microsoft or another vendor can get the full benefits of working with us by enrolling in Admin 365 On Demand.

Azure On Demand (a.k.a. Azure Admin On Demand)

Azure 365 On Demand is a service that covers the customer for performance of routine maintenance and administration tasks in the Windows Azure Administration Portal (https://portal.azure.com and formerly https://manage.windowsazure.com).

Among others, Azure On Demand covers the following workloads:

- Subscriptions
- Web Apps and App Services
- Azure Active Directory
- Virtual Machines
- Virtual Networks
- SQL Azure

- DevLabs
- Azure Storage

SharePoint On Demand (a.k.a. SharePoint Admin On Demand)

SharePoint On Demand is a service that covers the customer for performance of routine maintenance and administration tasks in SharePoint Online. As such, some aspects of OneDrive for Business, Project Online, and other services may also be covered by this plan.

SharePoint On Demand covers the following workloads:

- SharePoint Online Admin Portal
- SharePoint Site Collection Administration
- SharePoint Site Settings
- Other settings and options within SharePoint web sites commonly available to Site Owners
- OneDrive for Business
- Project Online and other systems build on SharePoint, in certain cases

Here are some specific examples of covered tasks:

- Security and group configuration
- Provisioning New SharePoint sites and/or lists
- Setting up custom Views for a SharePoint list or library
- Content changes for a SharePoint web page
- Simple intranet branding
    - projects which require only minor customization
    - logo, custom colors
- Configuring web parts and app parts
- Install and configure a third-party app from the SharePoint Marketplace
- Management of Site Columns and Content Types
- Enable and configure
    - managed metadata services
    - auditing and/or Azure rights management
    - secure external file sharing
- Deploy an existing InfoPath form
- Implement forms customizations to a SharePoint list using InfoWise Ultimate Forms

- Schedule and clean-up external user access when it's no longer needed
- Upload documents into SharePoint

Enterprise On Demand (a.k.a. Desktop on Demand)

Enterprise On Demand is a service that covers the customer for performance of routine maintenance and administration tasks in desktops, mobile devices, and Microsoft services such as Intune, Enterprise Mobility and Security, Secure Productive Enterprise, and Windows 10 Enterprise E3 or E5. Depending on the size of your organization, this service also includes benefits that can be used to manage Windows Servers.

Depending on your choice of plan, Enterprise On Demand covers the following workloads:

- Enterprise Mobility Suite or Secure Productive Enterprise, including
  - Intune Management Portal
  - Azure Active Directory (Plans 1 & 2)
  - Azure AD Identity Protection
  - Azure Rights Management
  - Enterprise Device Enrollment
  - Subscription based Windows licenses such as Windows 10 Enterprise E3/E5
    - Windows Defender + Advanced Threat Protection
- Select features of Office 365
  - Mobile Device Management
- Select features of the Azure Admin Portal
  - Intune Management Portal (currently in preview)
  - Intune App Protection
  - Conditional Access Policies
  - Azure Active Directory (Plans 1 & 2)
  - Azure AD Identity Protection
  - Azure AD Privileged Identity Management
  - Azure AD Security Center
- Accrued Benefits for On-premises Windows Servers
- Network firewalls, printers, wi-fi routers, and other non-Windows devices

- (Please note that some restrictions may apply for customers outside our local service area)

Service Boundaries

Definition of Support, Administration, Development, and Consulting

People often express confusion about the difference between "support", "administration", "consulting", and "development". It should be common sense, but often the boundaries can be murky, especially if you're working with a senior technical resource who can do all those jobs and more. So, let us take a moment to explain.

Technical Support

This service implies that you have a question or a problem that we can help you with - something you need information about, or something that isn't working right. It is limited to helping you accomplish what you want to do in Office 365. In these cases, our Standard Support service will cover you; we'll do the research needed, find you the instructions or documentation, and even meet with you remotely and walk through the process if necessary - or if something isn't working like it should, we also take on the burden of investigating the issue and interacting with Microsoft's support team to get it resolved (with all that implies). It should be understood in **Support** cases that sometimes the resolution will be something like "Microsoft's product doesn't work that way." or "This can only be done with custom development." It would simply be impossible to answer every question without assuming that sometimes the correct answer won't be perfect.

Administration

This service picks up where **Support** leaves off by performing certain tasks on your behalf. With **Administration** services, you're the boss, giving marching orders to a technical resource who will go perform the tasks you've requested. Sometimes the task at hand will require both **Support** and **Administration**, and that's fine. You give instructions in plain English, and our techs do the work involved. If there's ambiguity or a decision that needs your input, we come back to you to clear things up. Since **Administration** services are billed as a subscription, you won't need to worry if we don't get it right on the first try. Any adjustments needed are provided as part of the service.

As a rule of thumb, service is considered **Administration** if:

1. the task does not require programming (either markup or computer instruction code, such as HTML/CSS, JavaScript/JQuery, C#, or XML/XSLT);
2. it can be completed in a reasonable timeframe (e.g. under an hour);
3. business requirements can be articulated in a concise email (no more than 500 words) and do not require a lengthy process to gather the technical details, architect a solution, or draft the technical design.
4. it is not defined within the scope of a different service in this SLA

Development / Programming

These services are provided when you have a project that needs extensive technical expertise to implement it. This implies a lengthy engagement that will involve requirements gathering, extensive configuration, and programming. A good rule of thumb is that **Development** is what happens when there needs to be something where before there was nothing (or less than something).

Another example that we like to use is that configuring a SharePoint Document Library and its Fields and Views might be a necessary step in a **Development** project, yet it would generally be covered as **Administration**.

Consulting

This is a service that we provide when you need expert level guidance. Sometimes the lines can get a bit blurry, because the technical person assigned to provide **Administration** service may offer you their professional opinion while working with you. All our staff always do their best to answer questions, and they are also free to engage internally with our expert level staff when they feel like they need to. You may indirectly benefit from that advice as it is passed along to you.

It's important to understand that in this context, we shall not be considered liable for this advice, such as when you consult with a lawyer or accountant. For this purpose, we do maintain an insurance policy for E&O (errors and omissions); to be covered under this requires a certificate of insurance that is provided when you purchase our **Consulting** services - be that through a plan such as Experts Edge, Skills on Demand, or through a direct hourly consulting agreement.

Working and Cooperating with Other IT Vendors

We understand that different companies have different strengths and weaknesses, and that it will be normal for customers to hire other IT providers such as web designers, freelance IT technicians, VOIP telephony vendors, internet providers, or managed service providers. Generally speaking, we do our best to play nicely with others.

While working together, we may need to share administrative access with the customer or other vendors.

Maintaining our quality of service while managing costs requires us to maintain a certain level of predictability and control over those IT systems that we support for you. We also maintain business controls that help with these goals.

Customers are entitled to receive administrative access at any time, and this will be provided upon request. As a courtesy, we ask our customers to inform us of any planned or unplanned changes made, so that we can keep our records current.

To avoid unexpected changes and disruptions, it is our standard policy to provide other vendors with the minimum level of access needed to accomplish the tasks they have been assigned.

All access granted to third parties shall be directed through Company; direct customer sharing of global administrator access with third parties such as other vendors shall be considered a breach of this agreement.

In such cases where administrative access must be shared with third parties, a memorandum of understanding shall be circulated between all parties so that spheres of influence and demarcation of service are well established. This memorandum is included in a customer specific amendment to this SLA.

Excluded Services

General Boundaries and Exclusions

Tasks or services included and covered under any description of a service in this SLA are assumed to be excluded from all other services, unless they are explicitly included.

Minor tasks that involve work or features excluded below may be permitted on a case-by-case basis solely at our discretion.

Other Service Offerings

The following are excluded from this SLA because they are offered as part of another service that we offer.

- Tasks covered by services we offer as "off the shelf" services (e.g. services such as Office 365 Migration or Solution Jump Start) that are not described in this SLA
- Tasks requiring an on-site visit to your physical business location (please see our On Site Service page for details)

The following services have normal operating procedures that are vastly different than those described in this agreement and shall be explicitly excluded from this SLA:

- Emergency Services
- Expert On Demand
- Services Billed by the Hour, Day, or Project/Phase
- Skills On Demand
- Solution Jump Start

Consulting and Subject Matter Expertise

The following services are considered consulting as described above, and are explicitly excluded by this SLA. Such services are provided to customers during the normal course of business at our sole discretion, or may be purchased separately.

- Business or systems analysis
- Consulting
- Project Management
- Requirements gathering
- Solution architecture or design
- Strategic planning
- Training services (please see our SLA for Experts Edge service)
- Any services that are like the above requiring a very high degree of technical expertise

Programming and Development

All programming tasks are similar to Development as described above. They are therefore excluded from this SLA, because they are time and labor intensive and require a very high degree of technical expertise.

- Writing of new PowerShell scripts that we don't already have on hand (we have a lot)
- Task can only be completed by writing code in C#, etc.
- Unit testing, user acceptance testing, or other QA

The following activities are considered Development as described above, is similar to programming. As such, they are excluded from this SLA and specifically from the SharePoint On Demand service. Please see our web page regarding Skills On Demand if you wish to acquire services like these using a subscription pricing model.

- Bulk provisioning:
    - Creating more than a few SharePoint sites at once
    - Large scale SharePoint document migration (e.g. 10 GB of files or more)
    - Applying metadata to more than a few documents at a time
    - Population of Managed Metadata hierarchy for more than a few terms at a time
    - Migration of users, user information, files, or data to or from another platform or service, except where specifically included
- Complex Office 365 features:
    - Flow
    - PowerApps
- Complex SharePoint features:
    - Create or change a SharePoint workflow
    - Create or change an InfoPath form
    - Business Connectivity Services
    - Tasks requiring SharePoint designer, Visual Studio, or similar third-party tools
- Creative activities such as content writing or graphic design
- SharePoint information architecture design
    - design of many Site Columns and/or Content Types
- Web page development, including
    - CSS, HTML, or content authoring beyond simple written text
    - Custom code, including JavaScript or apps

    - Search Engine Optimization

Out of Scope Software and Systems

The following systems and software are considered out of scope for the services described in this SLA, and are excluded:

- Unless specifically included by this SLA (such as for AD Connect or Desktop On Demand) or included in an SOW or customer amendment to this SLA:
    - any tasks requiring access to on-premises Windows Servers, VPN, or Remote Desktop to customer's servers or computers
    - equipment such as wi-fi access points, routers, VOIP, switches, network cables, external hard drives, etc.
- Support for Office 365 connected accounts in Windows Server Essentials
- Unless specifically included in an SOW or customer amendment to this SLA, support for third-party applications and apps, such as
    - apps purchased in Azure, SharePoint, or Office 365 Marketplace
    - third-party software installed on your computer
- Problems resulting from hardware or equipment failure

Exploitative Assignments

We reserve the right to determine, on a case-by-case basis and at our sole discretion, that a specific service request, task order, or collection and/or pattern of repeated services requests and/or task orders has the effect of circumventing the boundaries and limitations of this SLA, whether intentional or unintentional.

In such cases, such requests deemed exploitative shall be excluded from this SLA, and both Liquid Mercury and customer are free to offer, seek, and negotiate other means to accomplish such assignments or duties in a mutually equitable arrangement, as needed and without prejudice. Customers that repeatedly breach this section by issuing exploitative assignments may be subject to service cancellation with cause at our discretion.

Examples include:

- Unrealistic or overly aggressive deadlines
- Undue level of urgency without business justification
- Work assignments without a specific purpose ("Make work")
- Inaccuracy, interference, misinformation, or omission during the course of communication with customer's IT staff or vendors
- Administration task orders that can't be feasibly completed within a few hours
    - This guideline does not apply to ongoing support cases

- Standing orders which can't be readily automated and are excessively frequent (e.g. "check the status daily at 4 a.m." or "email us a report once an hour")
- An excessive number of Administration tasks to be completed with a single day or week
- Tasks that a reasonable person would find to be arduous or onerous (e.g. things that make our resident nerds exclaim "Aww, c'mon, seriously?!")

Duration and Availability of Services

This SLA becomes effective March 1st, 2017 and applies to all current customers enrolled in subscription plans for software and/or services. Existing customers who do not wish to be bound by this agreement should notify us in writing no later than March 15th, 2017 so that we can make other equitable arrangements. Receipt of payment for subscription services shall be interpreted as acceptance of this SLA.

This document is version 3.0 of our Cloud Solution Provider Program
Service Level Agreement. It shall remain in effect until it is superseded by a more recent version, which will be published on our web site and referenced in quotes, invoices, receipts, and other customer communications.

Service Hours

Most of our services are provided during normal business hours. We are open for business from 8a.m. to 6p.m. EST on Monday through Friday, excluding holidays.

For customers in the western US, we offer extended coverage for Mountain and Pacific time zones that extends our business hours to 10pm EST. Please tell us if you require this coverage, since it will requires a customer specific amendment to this SLA.

Scheduling

Often, our staff are available to meet with you on the same day. Most appointments are scheduled within a maximum of two business days. Longer timeframes are rare, but available on customer request.

Scheduling for Administrative and Support services is provided on the following basis

1. Issue severity, as determined by our staff, is the primary factor. This is determined by multiple inputs gathered during initial triage including scale, impact, and urgency.
2. Staff availability and matching skill-set is the secondary factor.
3. Finally, all other factors being equal, issues are scheduled on a first-come-first-served basis.

Once booked, it's our policy to make all reasonable efforts to keep our scheduled appointments. We understand that it is sometimes necessary to do reschedule; we try to be as flexible as possible.

After-Hours and Emergency Services

For all Microsoft cloud service customers enrolled in Standard Support, we provide a hotline to support any issues requiring telephone support, including any that occur outside our normal business hours.

This after-hours hotline may not be equipped to support every possible issue that may arise, nor provide the same level of familiarity that customers enjoy during business hours. It is expected that the after-hours service should be used for urgent cases, such as inability to access systems or service outages, and limited cases where issue may be resolved quickly. Any cases opened after hours that remain open will be transferred to our regular staff during business hours.

Tasks and service described in this SLA are assumed to be completed during normal business hours as described in Service Hours above. We may choose to perform some duties outside those hours at our sole discretion. Further, we retain the right to appropriately schedule in advance the performance of services as needed to meet customer demand. Specifically, all premium services (those described as "On Demand" services) are specifically outside the scope for after-hours support. For such services, customers are advised to contact us through the regular support channels and we will respond when services are available.

Emergency Services are available for customers requiring services outside normal business hours or priority scheduling beyond our standard operating procedure; please visit our web site or ask for details.

Enrollment and Coverage Period

To receive service under this SLA, a customer must be current on their subscription payments and enrolled in a covering service plan at the time that such service is needed. Unless otherwise stated, service subscriptions become effective and will be made available on the date of purchase.

We may, at our sole discretion, choose to accept back-dated enrollment in subscriptions covered under this SLA to provide retroactive coverage for services provided to customers. In such cases, such back-dating shall not extend beyond the 1st of the preceding calendar month.

Effective Date for Service Changes

Microsoft cloud services agreement is an annual agreement, billed monthly. Microsoft's CSP program allows for monthly adjustments (both adds and removals) to the individual service plans. As such, our SLA and policies are designed to be consistent with those provided by Microsoft and our distributor.

Services added to an existing account become effective on the date they are ordered, with normal allowances for processing time, including changes to data in billing and licensing systems. Charges for added service will be made at the time they are ordered, and are not pro-rated.

Reduction of services must be made by the 15th of the month to be effective on the following month's invoice.

Trial Subscriptions

From time to time, we may at our sole discretion offer free trial enrollment / subscriptions for services covered by this SLA. In such cases, the period of service and expiration of the trial period shall be well established and clearly communicated with the customer. Customers shall not be charged for services provided during subscription trials.

As a condition of accepting services offered during such trial period, acceptance of enrollment in an equivalent paid subscription plan upon expiration of the corresponding trial subscription shall be assumed. Customer may cancel such enrollment at any point, but in no cases shall such cancellation be considered or applied retroactively. It is the customer's responsibility to communicate such cancellation to us in a timely fashion.

Cancellation and Refunds

It is our policy to follow the terms of cancellation provided by Microsoft, third-party vendors, and our distributors. Consequently, if cancellation requests can be processed such that we do not receive any charges from our vendors, correspondingly customer shall not be charged. Likewise, customer agrees that in all cases where the terms of service, cancellation, or return policy of our vendors results in a charge to us, the customer is responsible to pay the retail or quoted price for such corresponding service for which we have incurred a cost.

Likewise, we refund fees for services only in those cases where the original provider of the service (whether Microsoft, distributor, or other party) agrees to honor such refund request.

If there are circumstances in which customer is charged by both us and another vendor such Microsoft for the same service during the same time period, it is our policy to work with customer to request a refund from the other party. Please note that Microsoft offers refunds for such circumstances only for the previous 30 days. Customer is responsible for checking their own account statements in a timely fashion to identify such double-charges and to notify us immediately or as soon as reasonably possible, recognizing that "time is of the essence" in such cases.

Cancellation of Service

You may cancel any service provided by Microsoft or our distributor with the same notice as required for service reductions above, which is by the 15th of the month to be effective the following month.

<u>Due to the significant risk of lost customer data which may occur due to premature or accidental cancellation, our policies require that we receive final written confirmation of all cancellations on or near the day we cancel service. Failure to respond to request for confirmation may result in delays in cancellation and additional charges for services beyond the requested cancellation date.</u>

Customer may cancel any value-added service covered by this SLA which is provided by Liquid Mercury Solutions. Customer may cancel such services without cause given 90 days written notice. Customer may request immediate cancellation of such services at any time given written notice of the cause for cancellation and subject to our evaluation, acceptance, and opportunity to exercise any remedy we may suggest as an alternative. We strive to provide the best possible service and it is our policy to honor all reasonable requests.

Suspension of Service for Non-payment

Services are generally charged on or near the beginning of the month. In the event of a declined credit card charge, we provide a grace period of 7 days in order to resolve the issue.

It is our policy to always communicate promptly and clearly that suspension of services is approaching or imminent. However, timely payment is the customer's responsibility and such notifications are considered a courtesy and are not required under this agreement.

Customers with overdue invoices will be directed to resolve all billing issue before proceeding with the use of any subscribed services. This may include charges due for any professional services obtained under a Statement of Work that are not covered by this SLA.

We may at our sole discretion choose to provide services where adequate arrangements have been made to make payment for past-due charges.

Suspension of service does not release the customer's responsibility to pay for continuing subscription fees. There is currently no additional charge or fee for reactivation once an account is settled, though we reserve the right to implement such fee in the future if it becomes necessary to prevent abusive business practices. Customers are advised to keep payments current and resolve issues quickly so they will receive the maximum value for the service.

To prevent loss of customer data, the customer may continue to accrue charges for cloud services while such services are in a suspended status. For seriously delinquent accounts, services may be cancelled and data loss may result per Microsoft's SLA.

Roles and Responsibilities

Customer Service Advocate

The Customer Service Advocate is a person from Liquid Mercury Solutions who has been appointed to represent all of our customers for the purposes of discussing and negotiating the delivery of IT services. The Customer Service Advocate also has the responsibility to communicate the information contained in this SLA to our customers.

- **Acting Customer Service Advocate**: Kitty Perkins, Administrative Officer

Delivery Coordinator

The Delivery Coordinator is a person from Liquid Mercury Solutions who is responsible for IT service level management, accountable both to our customers and Liquid Mercury Solutions IT practices. The Delivery Coordinator is responsible for working with our customers to negotiate, maintain, and report against this SLA. They also meet regularly with the Customer Service Advocate to discuss performance and any service concerns.

- **Acting Delivery Coordinator**: Thomas Carpe

Practice Coordinator

The Practice Coordinator is a person from Liquid Mercury Solutions was is responsible for all technical aspects of IT service delivery. As such they are accountable for maintaining the required levels of training, knowledgeableness, and documentation required to allow all IT staff to provide the best possible service and level of expertise to our customers.

- **Azure Practice Coordinator**: Thomas Carpe
- **Dynamics Practice Coordinator**: Kitty Perkins
- **Intelligent Data Practice Coordinator**: Alara Rogers
- **Office 365 Practice Coordinator**: Alara Rogers

- **Secure Enterprise Practice Coordinator**: Thomas Carpe
- **SharePoint Practice Coordinator**: Alara Rogers

Customer - Authorized Purchasing Contact

The Purchasing Contact is a person or persons from the customer who has been officially delegated the responsibility to request Quotes and approve Purchase Orders for purposes of keeping IT operations appropriately funded. Typically, such persons are designated in a Statement of Work, or they are the authorized signer for the customer's credit card.

Customer - Authorized Service Request Contacts

Service Request Contacts are persons who have been designated by the customer to have the authority to open new service tickets, as a mechanism to help streamline communication between the customer and Liquid Mercury Solutions and to keep IT costs under control and centralize the IT decision making process. Service Request Contacts are responsible for interacting directly with customers end-users, and in cases where IT support responsibilities are shared between the customer and Liquid Mercury Solutions they may be designated as the 1st tier or on-site support staff for the customer.

Service Request Framework

Definition of Service Request

A Service Request shall consist of a communication, duly sent and delivered, which includes

all of the following:

- A brief summary of the desired work or tasks to be performed
- If the Service Request regards a problem, a description of the problem or documentation (e.g. error message or screen captures)
- Any anticipated deliverables, expected outcomes, or other instructions
- The expected timeframe in which the tasks should be completed, including the level of

urgency

- Any activities or tasks that should not be performed (e.g. out of scope, do not exceed #

hours, etc.)

Alternatively, such written communication may indicate:

- Either, acceptance or confirmation of a prior communication which contained all of the above information, for example a reply to a previous e-mail sent from Company to customer;
- Or, acceptance or confirmation to continue a previous Service Request with amended, expectations, tasks, goals, instructions, etc.

Where an apparent request is made, but some of the above information is missing, Company staff will make every reasonable effort to solicit the missing information and forward the request appropriately. <u>However, Company is not responsible for delays due to incomplete requests.</u>

Definition and Exclusion of Projects / Task Orders / Phases

As quoted from LMS Client Services Agreement:

> Larger quantities of structured and/or planned work shall be herein referred to as Task Order(s). Where multiple Task Orders put together constitute the entirely of the authorized amount of a Purchase Order and/or SOW, their entirety is considered a Project and may be completed as such. In SOW(s) which use the term “phase”, it shall be considered the equivalent of a Task Order.
>
> Although SOW(s) may contain language referring to Task Order(s), an SOW describing Service Requests that does not explicitly define one or more Task Orders shall be considered to have no Task Orders defined.
>
> To be considered valid, Task Order(s) must be incorporated within or subsequently attached to SOW(s) and mutually agreed upon by Client and Company. It shall not be assumed under any circumstances that any part this Agreement or attached SOW(s) indicates that Customer may issue a Task Order unilaterally unless explicitly stated in writing.

In order words, Task Orders and their underlying Purchase Orders have the effect of being within the commercially accepted framework of an offer, duly made and subsequently accepted, as described under common law.

All work designated as a Task Order is, by definition, excluded from this SLA. Specifically, Service Requests are considered day-to-day instructions and activity and are not interpreted in this manner.

Service Request Delivery

A Service Request is considered delivered if it is issued/sent by an authorized customer representative where applicable and received by Company using any of the following methods:

- Completion of a Service Request form as provided on Company web site.
- E-mail to CloudSupport@liquid-hg.com or equivalent alias

Where an apparent request is made, but not through one of the above sanctioned methods, Company staff will make every reasonable effort to remind customers of the proper channels, and forward the request appropriately. <u>However, Company is not responsible for delays due to misdirected requests.</u>

As described in our Client Services Agreement:

> Executor(s) of this Statement of Work and its attached Client Services Agreement, as well as any other persons with contract signing authority on behalf of Client, shall act as the authorized representative of Client for purposes of authorizing Service Requests in the manner described above. Client may also explicitly designate specific individuals as having the responsibility and permission to authorize Service Request(s) in the above manner; such designation shall be included within the language of each attached SOW(s).

The above description is equally applicable to this SLA, and Company will keep a log of all persons authorized to make such Service Requests. Any such authorization from CSA or SOW shall be incorporated into this SLA.

Limitation of Duration

Unless directly billable on an hourly basis, a single Service Request shall not exceed 6 hours under any circumstances, regardless of Client's preference. Amended or repeating Service Request(s) are solely acceptable at Company's discretion.

At any point where Company's staff become aware that a given Service Request is unlikely to be completed within the Client's expected timeframe or level of effort, Company will suspend work on that Service Request, inform the Client within a reasonable time, and await further instructions from the Client before continuing such work.

Closure, Completion, and Archival

Service Request will be closed when Client agrees that it has been completed satisfactorily or that work on the request is no longer desired. A Service Request may also be closed when it is completed, when it is withdrawn by Client, when the Client is unresponsive to communications attempts, or when it is determined by Company that it cannot be completed due to reasons of technical or logistic infeasibility.

Company staff will continue to intermittently work as needed on the Service Request and advise Client of progress regularly when it is in an open status. By Company Policy, work on any Service Request is only permitted when such request is not closed.

Service Request(s) may be reopened at Client's request and Company's acceptance.

Performance Plan and Service Standards

Unless explicitly stated otherwise within this agreement, the following sub-sections shall describe Company's performance plan with respect to management of Service Requests.

E-mail Signatures and Contact Info

All company employees who interact with customers shall include the following text (or similar) within their email signatures. Signatures shall be included in both initial emails and replies from all desktop PCs.

Do you need support for Office 365 or other Microsoft Services?

- Please email CloudSupport@liquid-hg.com to reach our team,or call 410-633-5959 or toll-free 866-578-7119 and our receptionist will connect you with an on duty technician.
- If you need emergency help after normal business hours,call our night desk at 844-834-6121 or email afterhours365@liquid-hg.com.
- Don't have a service agreement with us? Call 410-633-5959 or email Sales@liquid-hg.com.

It is our standard operating procedure to add a Support and Service contacts to the global address book for all customers using Exchange Online. This should be the customers first resource to find details about how to communicate with our staff via phone or email.

Initial and Overall Responsiveness

Company's front desk has received instructions to route calls from existing customers who request support to the appropriate staff on Company's dusty raster. Company staff will make a best effort to answer any phone calls made by Client, but Client acknowledges that it is not possible to answer 100% of phone calls, especially cell phones. Company will generally return e-mails, voicemail, and receptionist messages within 2 business hours.

Company shall respond to all Service Requests during normal business hours, as described elsewhere in this SLA (service availability). Service Requests initiated outside of business hours will be responded to on the following business day. All Service Requests will receive an initial response within 2 business hours. Note that initial responses to a Service Requests may include machine automated response messages.

Information Gathering and Triage

Company staff shall reply to a Service Request and work with the customer to obtain any necessary information that may be missing from the request.

Once Company staff is satisfied that enough information has been gathered to begin servicing the request, a determination will be made about whether scheduling and/or an assessment of the level of effort is required, or alternatively whether the work can begin immediately. Company shall inform the customer as soon as possible once such a decision has been reached.

Assessment of the Level of Effort

If a level of effort must be determined for a Service Request, this assessment will be completed within 1 business day, unless it is determined that such evaluation shall take appreciably longer to perform. Company shall inform the Client as soon as possible once this decision has been reached.

If Company's staff become aware that a level of effort will take longer than one business day, Company staff shall advise customer as soon as reasonably possible. If the reason for the delay is due to internal availability or scheduling, the assessment of the level of effort shall be included in the scope of the Service Request. If the reason is due to the complexity of the topic of the Service Request, such request shall be regarded a Task Order, suspended awaiting further instructions from customer and negotiations for additional compensation or approval as needed.

Scheduling

If work must be scheduled in advance, it will be booked within 1 business days and scheduled to begin no later than 5 business days, as scheduling permits and unless Client has indicated that further timeframes are acceptable or desired.

Urgent Requests

An urgent request is defined as one in which work must be performed outside of regular business hours, or Client's production equipment is severely impaired in a manner such that normal business operations cannot continue due to circumstances underlying the Service Request.

Company staff will provide their best effort to expedite scheduling and completion of any urgent Service Request; however, customer acknowledges that such requests are not entitled to prioritization in such a manner as to utilize Company's staff outside normal business hours (see service availability), disrupt

Company's normal business operations, or degrade the level of service we provide to other customers. In such cases, customer shall be given the opportunity to acquire Emergency Services at Company's standard published rates for emergency services.

Ongoing Updates and Communication

Company staff will send customer frequent updates on the progress of work. For ongoing work, these updates may be daily or more frequent. However, if work continues at a less rapid pace, Company staff will inform customer about the frequency of updates to expect. (For example, if no work is to be performed for several days, staff may advise "I will check in with you next week to let you know the progress.")

Desired Outcomes and Customer Satisfaction

The desired outcome is expressed by the customer's staff at the initiation of a Service Request and varies considerably depending upon the nature of the request and its underlying technical aspects. Company's goal is to meet the customer staff's desired outcomes for every Service Request; however both parties acknowledge this is not always possible.

To improve the rate at which Company meets this goal, Company will record the customer staff's desired outcomes at the start of each Service Request; at the close of the Service Request, Company staff will ask customers to report whether their desired outcome was achieved, if it changed during the request, and any suggestions for improvement.

If Company can reasonably make necessary accommodations to satisfy customers, Company shall strive to do so.

Escalation and Remediation

While providing service, the need may arise to escalate or reassign a specific Service Request to other personnel. Company may reassign a Service Request at any time and at its sole discretion.

Customer may request to escalate or reassign a Service Request in any case where the case remains open and unresolved for longer than 72 hours. If the Customer Service Advocate, Delivery Coordinator, or Practice Coordinator determines that such a request is unreasonable or cannot be reasonably met, the request may be denied with an explanation, and CSA/DC/PC may negotiate with customer to determine some other reasonable means to resolve the case. This shall be considered the customer's sole recourse for remediation.

Customer shall allow Company all reasonable recourse to remediate or resolve any disagreements or disputes arising from the performance or result of any specific Service Request. <u>Under no circumstances shall performance or the outcome of a single specific Service Request be considered to justify subsequent breach or termination of this agreement.</u>

Quality Controls

Company shall maintain an overall compliance rate of 80% for standards on Responsiveness, Scheduling, and Update as described above.

Monitoring Method

Though technical specifics of our tracking system may vary from time to time, we currently use Microsoft Dynamics 365 Customer Service module at the time of this writing.

Evaluation Criteria and Key Performance Indicators

We use the following criteria to help convert the detailed metrics we collect in key performance indicators that guide us and help our staff to improve.

1. **Communication**: Are we responsive, staying in touch, tracking and sharing status, and following up as needed?

2. **Outcomes and Timeframes**: Did the job get done or the problem solved in an reasonable timeframe and were exceptions handled correctly?

3. **Knowledgeableness and Escalation**: Were our staff well prepared, skilled, and working together both internally and with Microsoft to get results in an efficient manner?

4. **Documentation**: Did we use existing documentation, record new information, and share it with the customer and the public for the maximum future benefit?

Reporting

To help customers understand the value and quality of our service, we report the above metrics to customers on a periodic basis. Customers are entitled to a report on their specific metrics, and how those metrics compare to our overall metrics across all our customers.

These metrics are made generally available to our customers on a quarterly basis.

More detailed and frequent reports may be delivered at regular intervals which can vary depending on the volume of Service Requests during a period of time. For example, in any given month where a customer initiates less than 10 Service Requests, we may hold this data over into a following month until there are 10 or more Service Requests on which to report, but is not required to do so.

Monitoring and Metrics

To help us evaluate the quality of service, we track the following metrics on a case-by-case basis:

- The time from initial customer request to our first response
- Interval between communication/updates sent from us to customer
- Overall case duration
- Case closure reason and outcome
- Re-reassignment / final level of escalation
- Resulting or linked KB article

We do our best to collect and record as much information and detail as we can. However, in some cases, such as for efficiency or expediency, we may track only a sub-set of the additional metrics described below.

At a minimum, we track the results of Service Requests to measure our success rate and duration that each case remains open; we also track the desired outcomes and whether they were achieved.

The following sections define further the details of supplemental metrics we track, as needed.

Communication

- Was the time from receiving initial call or email to first contact with the customer within acceptable window? (2 hour initial response time, during business hours)
- While the case was open, did we communicate with the customer at least once per day? (Daily email update.)
- Did the customer representative check back afterwards to get feedback and confirm that the problem was resolved and the customer is satisfied? (Follow-up phone call and email within 1 week.)
- Did we communicate to all customers any office closures (including holidays) and unexpected periods where services may be degraded due to staffing, system outages, special events, etc.? (y/n)

Resolution and Overall Response Time

- After initial contact and triage, were the expected overall response time (in general terms such as hours, days, weeks) communicated and expectations appropriately set? (Yes/No)
- Were initial estimates accurate? (Yes/No)
    - If not, was this clearly communicated to the customer? (y/n or N/A)
- Was the customer's issue ultimately resolved? (Yes/No)
    - If the issue could not be resolved, was the reason clearly identified, alternatives suggested, and guidance provided? (Yes/No)
- Was the customer satisfied? (y/n or don't know)
- Given the nature of the incident, was the overall response time within an acceptable period as agreed by the CSR and the SLM? (Yes/No or disagreed)

Knowledgeableness and Escalation

- Did the technicians have the required first-hand knowledge or training to help the customer without escalation? (y/n)
- Did junior staff interact appropriately with senior staff for support while servicing the customer? (y/n determine by senior staff member)
- Were there any areas of improvement that could be identified? (comments)
- Was follow-up training provided to cover any gaps? (y/n or N/A)
- If knowledge was gained, was this cross-communicated with the technical team? (y/n or N/A)
- Was overall response time factored into decisions about when to escalate? (y/n)

- Did the senior technician find that escalation was justifiable? (y/n or N/A)
- Where customer needs could be covered by a product or service that they do not currently purchase, was this information shared with the customer and sales team? (y/n or N/A)
- Where Microsoft services such as Office 365 support, Partner Support, or PSS were engaged, was this done with appropriate business controls to ensure that they provided value to the customer? (y/n or N/A)

Documentation

- Did the customer receive written documentation at every step of the process? (y/n)
- Was there a clear written deliverable that was separate from e-mail communications? (y/n or N/A)
- Was internal documentation captured? (y/n or N/A)
- If we possessed existing IP that was relevant to the case, was it used by the technician and shared with the customer? (y/n or N/A)
- Was information that would be helpful to the public added to our forums? (y/n or N/A)

Privacy Policies and Standards

We are highly committed to the principals of sovereignty and privacy for your information, both with respect to your organization and your personal information. To maintain this commitment, we hold our staff accountable for following specific policies with respect to information stored in your information systems both in the cloud and at your place of business.

1. There must be clear written communication from the customer authorizing us to make any changes to your service or configuration.
    a. We do not make changes without receiving instructions from you first.
    b. If we notice something that needs to be changed to fix a problem, we will always try to contact you before taking any action, and we will notify you afterwards that the changes were made.
2. Your information is your private property, and should always be treated as confidential.
    a. Customer information shared with us should be treated similarly to doctor-patient or attorney-client communications. We are bound by multiple NDAs (with Microsoft and other parties) from disclosing your information to others, and our master client services agreement includes protections to keep your information private.
    b. Any access to client information must be made in the client's interest not our own.
    c. We access only the information that is needed to complete our assigned duties.
    d. Our internal policies restrict our access to your information as much as possible while maintaining our ability to support you technically.
    e. We don't retain any client information that isn't directly relevant to our technical tasks.

f. It’s important to understand that limited legal protections exist to prevent us from being compelled by a court or law enforcement agency to share your information; it is our policy to work with Microsoft and other vendors to challenge any legal request for client information when known.

3. Our staff must follow security procedures when using accounts that can access your data.

   a. To protect the client from unauthorized use of privileged accounts, any credentials used to access client information must be stored in a secure fashion. For us, this means they are kept in an encrypted database which only key staff have access.

   b. Junior staff do not have access to credentials; they must be entered by a supervisor.

   c. Such accounts should only be accessed using web browsers in-private or incognito mode.

   d. Passwords may not be retained in the browser or OS (e.g. remember me)

   e. Privileged account management and multi-factor authentication are used whenever these are available.

Specific Assurances Above and Beyond EULA or Third-Party Terms of Service

Some Microsoft and other third-party services require that you accept security policies or terms of use to enroll in those services. For example, if your company requires it, you may be asked to accept terms to check company email using your phone or other mobile device. These terms often include:

- Acknowledgement that company files or email are company's intellectual property, even when stored on your personal device.
- The right to let company staff lock or wipe your device.

These EULAs and agreements are boiler-plate, and our ability to customize these is sometimes limited. We make the following additional clarifications and commitments to our customer's and to end-users of ours services such as customers' employees or affiliates.

- In general, we do not have access to most personal information stored on mobile devices. Below is a non-exclusive list of information that <u>we do not have access</u> to:
  - Browser history
  - Call history
  - Physical/geographic location
  - E-mail messages
  - Text messages
  - Contacts

  - Passwords
  - Calendar
  - Camera Roll
- Our systems do allow us to maintain configuration information, scan for security vulnerabilities, and (in some cases) grab a screen shot for support purposes. Below is a list of information that is collected from mobile devices:
  - Model and serial number
  - Operating system and version
  - Names of installed apps
  - Device owner information
  - Device name
  - Device hardware manufacturer
- Where mobile device screen capture is possible, our policy is that we will only do so in a support context or to help recover a stolen device. The end-user will always be made aware that we are capturing screen data.
- It is important to understand that we do have access to company email through other systems which are outside the phone or mobile device, and in some cases customer's company policies may enforce retention of these emails even after they are deleted. Customers are responsible for communicating with end-users about their own privacy and electronic device usage policies.
- Where data wipe is requested by the employer, such as termination, we will perform "selective wipe" rather than "full wipe" in all cases where this is an option.
- We will only wipe a device upon request, as is consistent with our overall policy. If is the customer's responsibility to make such requests on an individual basis.
- One exception to the above is that if the end-user and customer notify us that a device has been lost or stolen, and both have agreed that a "full wipe" is recommended, we will perform "full wipe of the device once we have done an identity check and confirm this is the case.