



SHARED SERVICES DESCRIPTION

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Received and Acknowledged by:

Signature

Title

Date

SHARED 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 Shared Services. This Service Description is subject in all respects to the Service Agreement between the Customer 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 Network & Hosting Services Description.

TERMS OF SERVICE

5NINES Shared Services are for the delivery and operational support of shared services utilizing 5NINES owned infrastructure and applications:

- Connectivity and Wide Area Networks (WAN)
- Internet Services
- Hosted Voice Over Internet Protocol (VOIP) and Public Service Network Telephony Services
- Hosted Server & Storage Services (Virtual Private Server Platforms & Cloud Space)
- Software as a Service Applications (e.g. Engage or Insight)
- Data Center Services

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

Operational support of devices and elements specific to Clients information technology environments are not covered under this description. (See 5NINES Dedicated Services Description for details on plans related to these services.)

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

Management is the key to keeping 5NINES services up and running, and 5NINES team of experts work to ensure the highest availability. We provide management services for each of all of our service offerings—efficiently, cost effectively and with the highest level of availability and security. We’ll ensure that our Shared Services 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 Standard or High availability plans.

	High Availability	Standard Availability
Call Center	24x7x365	24x7x365
Client Portal	✓	✓
Event Management	✓	✓
Security Management	✓	✓
Configuration Management	✓	✓
Backup Management	✓	✓
Lifecycle Management	✓	✓
Request Fulfillment	✓	✓
Incident Management	✓	✓
Problem Management	✓	✓
Change Management	✓	✓
Emergency Response Time SLA	1 hour	1 hour
Availability SLA	99.99%	99.9%

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

Event Management	5NINES provides ongoing monitoring of 5NINES services. 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 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.)
Security Management	5NINES adheres to the security standards and practices of the Cloud Security Alliance. Yearly assessment reports are available to clients. Security patches and critical updates are regularly installed during defined normal maintenance windows. (See Appendix C for management and maintenance cycles for applying patches and updates).
Configuration Management	5NINES maintains configurations on shared systems component and client instances and resources for stability, performance and efficient support. We maintain an up-to-date records of all hardware, software and settings. 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 all shared services systems.
Lifecycle Management	5NINES offers lifecycle management services on shared services systems. Lifecycle management provides planning of future upgrades based on technical needs and requirements to maintain integrity, performance and availability of shared services systems.
Request Fulfillment	5NINES provides request fulfillment to extend, modify and provide basic changes to client instances and resources on shared services systems. Basic changes include adding or changing user accounts, adding resources, and increasing capacity. Implementation of changes are subject to extra charges for use of addition resources on shared systems. (See Change Order section below for further details.)
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.

MANAGEMENT & SUPPORT DETAILS AND DEFINITIONS

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. Problems related to a client systems and not related directly to 5NINES equipment, cabling or shared services are subject to extra charges on a time and materials basis (see Appendix B for rates and details).
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 client requested 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.)
Availability SLA	5NINES Availability SLA guarantees our minimum level of service availability on a monthly basis.

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. Parts, equipment, software not provided by 5NINES.
2. Resolution of failures due to client system failures, client modifications or client premise power failures or other adverse environmental conditions or factors at client sites.
3. Service and repair made necessary by client installing unsupported software, updates or service packs.
4. 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 Customer's employees or anyone other than 5NINES.
5. The costs of training services not specified as part of the Service Agreement.

6. Client system Virus Recovery
7. Client system recovery or Cloud Space machine recovery not due to 5NINES Cloud Infrastructure issue
8. Technician support time for data recovery request operations

Costs for out of scope support are subject to provisions in Appendix C.

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).

CHANGE 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:

Customer meets the following obligations and criteria:

1. Appropriate Customer resources will be available when needed to assist and respond to requests during the execution of this work.
2. Evening and weekend access to Customer facilities and computing systems, along with direct support from Customer resources will be provided when necessary.
3. Remote access will be enabled and functional.
4. The Customer 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 quarterly 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 Customer's business, their Customer'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 Customer's confidential and proprietary information to keep Customer'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: XXXXX

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 hour	Next Bus. Day	Scheduled
Change request Priority LOW Any non-service affecting request.	4 hours	Next Bus. Day	Scheduled

FOUR LEVELS OF SUPPORT AND ESCALATION

Primary Technician

Technical Account Manager

Business 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 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	Quarterly
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.