



Exhibit A – Service Level Agreement

Updated May 10, 2021

1 Scope of SLA

Collabrance agrees that the Services shall be provided in accordance with the service levels set forth in this Service Level Agreement (“SLA”). All capitalized terms used in this SLA, which are not otherwise defined herein, shall have the meanings given to such terms in the Master Services Agreement executed between Collabrance and Customer.

Please see the Collabrance Service Catalog Documents located on the Collabrance Service Provider Portal for a detailed description of Services. Customers can visit the portal at <https://portal.collabrance.com/>.

2 Support Responsibilities

2.1 Operational Support

Collabrance will have no support obligations for any products, services or events outside of Collabrance’s span of control or if End User Customer’s devices do not have operating systems that are currently supported by the manufacturers. Reference Tech Stack Compliance Document on the Collabrance Service Provider Portal for additional information.

Collabrance will remediate incidents identified by Collabrance, Customer or End User Customer, according to the level of support purchased. Collabrance will take corrective action for incidents within its span of control so long as End User Customer or Customer has provided all required information to Collabrance.

During the resolution period of each incident, Collabrance will issue updates to End User Customer based on the severity of the Incident, as described later in this SLA.

Any incident caused by or involving third party vendors or content providers contracted directly by End User Customer is outside of Collabrance’s span of control. End User Customer or Customer must pursue the resolution of an incident directly with the vendors and content providers. During the resolution period, Collabrance will provide information to End User Customer or Customer to assist an expeditious resolution of the incident.

2.2 Service Availability

The Collabrance Service Desk (the “Service Desk”) is the single point of contact for initiating incidents, service requests, changes, and any requests for ticket escalation. Supported End User Customers may contact the Service Desk toll free at 877.715.8484 or via email at a personalized email address that Collabrance provisions for each Customer that ends in “@myitrequest.com” (or via live chat for applicable offerings). General support inquiries may be sent to support@myitrequest.com.

The Service Desk is located in Cedar Rapids, IA and operates 7:00 a.m. – 7:00 p.m. Central Time Monday through Friday, other than on observed holidays. Collabrance’s holiday schedule is available on the Collabrance Service Provider Portal.

A technician is on call and available after hours, on weekends and on observed holidays for emergency support. An answering service will take after hours calls and create a ticket. A technician will respond to the end user within one hour of the ticket creation. After hours support is billable in 15 minute increments (minimum 30 minutes) at the then-current hourly rate unless the agreement includes 24x7-user support.

The Collabrance Sales and Front Office operates 8:00 a.m. – 5:00 p.m. Central Time Monday through Friday, other than on observed holidays. Collabrance’s holiday schedule is available on the Collabrance Service Provider Portal.

2.3 Scheduled Maintenance Windows

From time to time, maintenance will be performed on End User Customer environments. To deliver the best possible experience with the least amount of impact/interruption to end users, maintenance windows are established. This may include the need for “unattended access” (machine being powered on, but not logged in) to an end user’s workstation.

Collabrance’s standard maintenance windows include:

- 10:00 p.m. to 4:00 a.m. each weekday evening (local time based on the time zone settings of each device)
- Every Saturday & Sunday

2.4 Network Operations Center Support

The Collabrance Network Operations Center (“NOC”) is located in Cedar Rapids, IA. The NOC provides incident remediation, technical infrastructure analysis, problem management, and diagnostics 7:00 a.m. – 7:00 p.m. Central Time, Monday through Friday, other than on observed holidays. They also serve as an escalation point to the Service Desk during its hours of operation (see Section 2.2 above).

2.5 Incident Management

Incidents are issues that arise when an end user at the End User Customer location is unable to function because they are experiencing an outage of a delivered Service. Incidents range from minor to major issues. They can be affecting one or many end users of the delivered Service(s). Collabrance is notified of incidents via phone, email, live chat or software monitoring alerting tools.

Requests received via email are categorized as a lower priority by default. Therefore, any critical issues should be reported by calling the Service Desk. If a critical need is initiated by e-mail, it must be followed up with a telephone call to the Service Desk to ensure proper prioritization.

Upon ticket creation, the end user will be emailed a confirmation with the ticket number for reference. This confirmation notes the request has been logged by the Service Desk and that it is being assigned. Customer or End User Customer is responsible for ensuring the End User Customer email address is provided to the Service Desk for ticket update and resolution notification.

The Service Desk assigns a priority to every incident submitted. A prioritization model is used to ensure a consistent approach to defining the sequence for ticket handling and the assignment of resources. There are four incident priorities ranging from one being the most urgent and impactful to four being the least.

The incident prioritization is dependent on:

- Impact on the business (number of end users affected; scope and complexity of the incident)
- Urgency to the business (time in which resolution is required)

If an End User Customer contacts the Help Desk with respect to a technology issue that cannot be resolved remotely by Collabrance, Collabrance shall promptly contact Customer and consult with Customer regarding a remediation plan for such issue. Collabrance shall have no obligation related to on-premise services, all of which shall be the obligation of Customer, unless mutually agreed upon in writing by both Parties.

2.6 Change Management

Service requests are requests from the End User Customer that are not related to a degradation of a delivered service. Examples include asking for access to an application, name changes, etc. Generally, service requests are not material changes to the environment. Service requests are typically performed in a first in, first out order and are assigned a priority four.

Change Orders are requests to alter the existing End User Customer environment. Often, this change may result in different expectations to the services being delivered, including economic impacts. Examples include, but are not limited to, new equipment placements, location additions and changes, employee additions/terminations.

Change Orders may modify the End User Customer environment; therefore, we require the Customer's involvement to:

- Provide proper documentation before changes are made which could include, but are not limited to, change forms and configuration forms
- Provide at least two business days' notice of any planned changes to the End User Customer environment
- Place necessary equipment into "maintenance mode" to avoid generating unwanted alerts during service

2.7 Service Activation (Onboarding and Offboarding)

The Collabrance Service Activation Team is the point of contact for all new service orders as well as service disconnects. All additions or removal of service requests should be executed by submitting appropriate forms to orders@collabrance.com. The Service Activation Team can be contacted toll free at 855.636.9499.

Prior to services going live, the following must be satisfied:

- Data collection as outlined in the Data Requirements document specific to each offering
- Device stabilization requirements as outlined in the MSP Requirements document
- Customer and End User Customer responsibilities as outlined in the Service Catalog document specific to each offering

The Service Activation team will connect with Customer to gather information related to the End User Customer environment being onboarded. Collabrance's ability to deliver the highest possible remote resolution rates and first call resolution rates may be affected if all requested information is not provided in the onboarding process.



3 Supplied Equipment

3.1 Customer-Supplied Equipment

Customer recognizes that in order for Collabrance and Customer to effectively provide the Offered Services, the End User Customer's information technology systems must meet certain requirements and specifications, which can be found in the MSP Requirements document that is available on the Collabrance Service Provider Portal.

If during the Term, Collabrance determines that any part of an End User Customer's system becomes unsupported or in need of replacement in order for Collabrance to perform the Services, Collabrance will promptly notify Customer. If the End User Customer does not replace or upgrade the unsupported device/program, Collabrance may discontinue providing the Services with respect to such device/program upon thirty (30) days' written notice to Customer. In no event shall Collabrance be liable for the costs incurred to upgrade or replace obsolete or defective hardware and/or software.

3.2 Collabrance-Supplied Equipment

As part of the Collabrance End User Offering, Collabrance may purchase and own Fortinet firewalls, access points and switches that are then rented to the Customer. In some instances, equipment may be subject to a term requirement. If equipment is returned with damaged or missing parts, Collabrance may invoice customer an amount equal to the MSRP of the device minus fees Customer already paid Collabrance for that device.

4 Service Levels

4.1 Service Levels to Customer

Collabrance tracks activity via tickets in our professional services automation system, remote monitoring system and knowledge base system. Collabrance requires Customer to at least be minimally licensed in these systems for a nominal fee.

In addition, Collabrance provides various educational and marketing materials to Customers via the Collabrance Service Provider Portal.

From time to time, our monitoring tools and/or platform may become unavailable, through either scheduled maintenance or unplanned outage. Collabrance will reasonably communicate with the Customer during these situations as needed.

Collabrance provides Customer access to reporting at both the Customer and End User Customer level through the Collabrance Service Provider Portal and tools (PSA, RMM, and Knowledge Base).

Collabrance will hold periodic reviews with the Customer. The reviews (commonly referred to as alignment meetings) will be facilitated by the Collabrance Strategic Business Advisor assigned to that Customer on a quarterly basis, or as needed.

4.2 Service Levels to End User Customer

Collabrance commits to the service levels stated in the table below for 80% of Service Desk incidents.

Incident Request	Definition	Initial Tech Work Begins
Priority 1	Issue of such criticality that it requires immediate and sustained effort through resolution	0.5 Business Hours
Priority 2	Significant disruption to business, many users impacted, does not require sustained effort	2 Business Hours
Priority 3	Operations are restricted, but a workaround is available	12 Business Hours
Priority 4	The product is not working as designed. There is a minor impact to usage, but it is acceptable. A workaround has typically been deployed.	24 Business Hours

End users have the ability to request higher priority in extreme situations. Collabrance monitors this ability and reserves the right to revoke if inappropriately used by End User Customer(s) or Customer personnel.

4.3 Service Level Failures

Failure to Perform – Collabrance

If, as of the end of a given month, Collabrance has failed to meet the 80% commitment on the above service levels for any eligible End User Customer over a trailing three-month period, Customer is eligible to receive a credit equal to 5% of the recurring charges that were to be invoiced for that End User Customer in the given month. In order to be eligible, End User Customers must (a) meet the minimum requirements referenced in the MSP Requirements document on the Collabrance Service Provider Portal and (b) have had a total of 35+ user tickets worked by Collabrance over that trailing three-month period.

Failure to Perform – Customer

If Customer fails to meet the below stated expectations:

- Failure to submit documentation (order forms, configuration forms, etc.)
- Failure to respond to Collabrance requests/escalations for support

Collabrance retains the right to:

- Escalate all incidents relating to violation back to the Customer
- Charge for curative actions (e.g. labor) performed due to errors, omissions or negligence on the part of the Customer, the End User Customer, or other third party

In certain circumstances, Collabrance may need to escalate incidents to Customer. Collabrance's service levels are exclusive of Customer's performance. Collabrance will not be held responsible for Customer's performance, and Customer's delay or failure to perform shall not be considered a failure to perform or a failure to meet a service level by Collabrance hereunder.

5 Change to SLA language

Collabrance reserves the right, in its sole discretion, to reasonably, without materially diminishing the overall support services herein, change, modify, append or discontinue any of the support services outlined in this document with 30 days' notice to Customer.