Standard Product and Support
Service Level Agreement (SLA)
by
Microshare

Effective Date: 09-09-2021

Document Owner:	Microshare

Version

Version	Date	Description	Author
1.0	09-09-2020	Service Level Agreement	
1.1	09-09-2021	Yearly update	Tim Panagos (CTO)
1.2	11-29-2021	Update device support terms	Tim Panagos (CTO)

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Company name	Service Provider		
Customer	Customer		

Table of Contents

1 Overview

1.1 SLA Introduction

This Service Level Agreement, henceforth also known as "SLA," is between Microshare and the Customer for all services and service levels in connection to the Smart FM and Universal Contact Tracing Solutions and Service, henceforth also known as "Service".

1.2 SLA Purpose

The purpose of this SLA is to set expectations for the provision of the Service as it is defined herein with regard to:

- Service adopted by Customer
- Criteria that will be used to measure the Service
- Agreed service level targets that are the minimum performance requirement
- Roles and responsibilities of Microshare and Customer
- Escalation contacts
- Associated and supporting processes as well as any deviations

1.3 SLA Duration & Parameters

Duration

This section defines the duration and describes the rules regarding renewal, modification, amendment, and termination of the SLA:

- This SLA is effective to coincide with a valid subscription term.
- This SLA will automatically renew with the Service subscription.
- A review of this SLA by Microshare and Customer may be conducted, if requested, a minimum of 30 days before the expiration date of the current subscription. Modification requests must be submitted in writing via email to the Microshare Service Owner for Infrastructure Services (See Appendix A).
- This SLA does not apply to features, products, or services provided as Beta or Alpha releases which will considered simply 'best-effort' standards for availability and support.
- Any amendments, modifications, or other terms outside those stated herein must be agreed upon by both parties.

Parameters

- The Customer is responsible for providing Microshare with details of any current or future projects that may impact the provision of this SLA.
- Service Extensions: Any requests to extend the hours of service on an ad hoc basis for a given day must be made to the Infrastructure Services team at the earliest opportunity.
- Failure to submit a request for a service extension will mean that the service will not be guaranteed beyond the hours defined by this SLA.

2   Service Description for Hardware and Network

2.1   Sensing Hardware

Customer is responsible for maintaining the installable and wearable sensing devices onsite, to include appropriate location, battery health and its replacement whenever it is low. Microshare is responsible for timely detection, notification, and remote remediation assistance for any hardware issues.

2.2   Gateway and Network

Microshare is responsible for the maintenance of these devices and service as applicable. However, any physical location change, plugging of power and/or LAN cable and participation of onsite troubleshooting is the responsibility of the Customer.

3   Service

3.1   Service Availability Targets

The Service will be available to Customers on a 24x7 basis except for maintenance windows or other scheduled or application-specific maintenance, which are outlined in section 3.2 Service Maintenance.
A failure is defined as any infrastructure-related incident causing the Service to be unavailable. This can also include severe performance degradation.
The target availability Microshare platform for Service is 99%. (See Appendix B) Current and year-to-date Uptime statistic for Production services are provided via Microshare website at https://www.microshare.io/management-console-access/.

3.2   Service Maintenance

Maintenance includes but is not limited to: adding/removing/replacing hardware on network, bringing new servers online, patching network devices, installing new/updated software on servers/network devices, etc. The network and/or systems will be interrupted only if it is necessary.

3.3   Maintenance Windows: Standard, Non-Standard, Emergency

A Standard Maintenance Window has been established for all Microshare services, between the hours of 17:00 - 19:00 GMT (Production) 14:00 – 19:00 GMT (Development) on every Wednesday. A Customer may request a temporary change to the hours of the Standard Maintenance Window to accommodate extraordinary requirements, subject to approval by the Microshare business service owner. Standard Outage is defined by 0-15 minutes of Service unavailability and Extended Outage is defined as >15 minutes of Service unavailability based on best available knowledge for expected impact of planning actions by Microshare Release Management Team.
It is understood that in some circumstances, Emergency Maintenance Windows will be required.

3.4   Maintenance Notifications/Announcements

Microshare will announce Maintenance Windows (Non-Standard and Emergency) including which services will be affected and approximate durations for Standard Outages via website and by website and email for Extended Outages. Website location for announcements is HTTPS://WWW.MICROSHARE.IO/MANAGEMENT-CONSOLE-ACCESS/.

a) Customer must provide Microshare with a valid designated representative or group email address to be added to the distribution list
b) Customer must notify Microshare promptly in the event of any change/update for that representative or group email address

3.5 Cybersecurity

Availability may be impacted by cybersecurity incidents that are both global and local in nature and inherently involve unforeseeable threats. Microshare takes cybersecurity very seriously and makes every commercially feasible effort to prevent cybersecurity impacts, however, in the event of extraordinary threat Microshare will take steps necessary to address and resolve any incidents involving compromise the systems underlying the Service, threat of unauthorized exposure of any protected Data (subject to Red/Yellow/Green sensitivity classification) belonging to Customer/Partner/Microshare, or a threat to Customer's own systems; including but not limited to making Service and Network unavailable. Service unavailability related to incident response is excluded from uptime calculations and subject to best-effort SLA resolutions. Cybersecurity actions are the sole discretion of the Microshare Security Response Team with cooperation from security resources from both Partners and Customers.

4 Support

4.1 Summary

Microshare provide 24x7x365 technical support with established response time standards which may vary based on UTC business hours and Federal holidays.

4.2 Support Tiers and Responsibilities

"Tier 1 Support" is the initial support level provided to Customer that addresses basic issues, generally via telephone or email communications to answer questions and help troubleshoot any difficulties that Customer may have in using the Platform.

"Tier 2 Support" is the provision of personnel with special training and experience appropriate to handle the problem diagnosis and resolution, upon referral by Tier 1 Support personnel. Tier 2 Support should address and resolve inquiries relating to compatibility, interoperability, advanced networking, integration, and most other issues.

"Tier 3 Support" means the provision of personnel with special training and experience appropriate to handle fixes to Product source code upon referral by Tier 2 Support personnel. Tier 3 Support inquiries may involve "bugs" and other source code problems.

Tier 1 Support will be provided to by applicable Partner/Reseller or by Microshare in the case of direct sales to Customer. In addition, Customer shall have access to Licensor's knowledge base and other help facilities posted on the designated website to allow Customer to obtain possible solutions to problems by querying this knowledge base. For the avoidance of doubt, Tier 1 Support does not include any on-site support unless separately purchased by Customer through Time and Materials agreement subject to availability.

Upon Customer's request, and subject to additional fees, Microshare, Inc. and/or its approved Partners may provide Support and Services beyond the Product/Service defined herein and subject to adjusted terms and conditions for support and maintenance as applicable.

4.3   Support Hours

Support services defined in this SLA will be supported on a 24x7x365 basis. Live technical support is available:

- 8:00am-8:00pm UCT, Monday through Friday, excluding all holidays (see Business Hour, Non-Business Hours defined below).
- Outside normal coverage hours, Microshare will work to resolve issues on a best-effort basis.

4.4   Support Contact

Customer can contact Microshare Service Desk for support by send email to support@microshare.io.

4.5   Service Desk

Microshare will respond to all issues, queries and service requests **only** if an email is sent to support@microshare.io. By enforcing this policy, Microshare can ensure that all issues are managed effectively and in line with the commitments of this SLA. Microshare Tier 1, Tier 2, and Tier 3 must be requested by a named contact at Customer except in extraordinary circumstances.

When reporting any issues to support@microshare.io please include any device IDs, locations of device placement, pictures, and/or videos of the issue as appropriate to help with the debugging effort.

Microshare Service Desk will log, track, assign, and manage all requests, incidents, problems, and queries through Microshare's service ticket system. When the Service Desk cannot provide a resolution at the time of call logging, they will provide:

- Unique reference number (Incident Ticket)
- Priority assigned to the call

It is imperative that any issues deemed Critical in their nature are reported to Microshare Support to ensure immediate response and investigation can occur.

5   Incident and Major Incident Management

The purpose of the Major Incident management process is to ensure that all faults and queries reported to the Service Desk are managed to minimize business impact by restoring service as soon as possible in accordance with the SLA. The following processes are employed for the management of Microshare incidents:

- Incident Management
- Major Incident Management
- Cybersecurity Incident Management

Priority definitions and associated resolution times have been made with regards to all faults reported to the Service Desk. Furthermore, will also follow targets outlined in Appendix C.

6   Handling and Response times

Microshare will work to resolve known/reported service problems and provide relevant progress reports to the Customer.

6.1   Handling

- Requests for support will be fulfilled based on priorities (Critical, High, Medium, Low) which are determined by urgency and level of impact--see below.
- Response may be via email, phone or voice mail, or personal visit.
- Response times for service requests are measured once a request is submitted via the Microshare issue tracking system. Other forms of contact may negatively affect the ability of

Microshare to meet the requests in a timely fashion. Examples include direct email/phone/other contact with individual support personnel.

6.2 Response Times

Response will be driven by the Priority assigned to the Service as defined in this SLA (See Appendix C). Business days are defined as Monday-Friday (with respect to UCT date boundaries), Non-business days are defined as Saturday & Sunday plus standard Federal/Bank holidays in the US, UK, and India as published yearly on Microshare website.

Note: Complex service and support requests involving the procurement/installation of new equipment, coordination with 3rd parties, etc., may require additional effort and time to resolve.

7 Escalation Requests and Procedures

In the event service is unsatisfactory, the Customer will contact the Microshare Service Owner Identified in Appendix A to request escalation of an incident/problem/request.

a) If needed a joint meeting between the Customer and Microshare will be convened to discuss and resolve issues to restore services to satisfactory levels.

b) In the event that additional escalation is determined to be necessary, Microshare will escalate to its Senior Leadership Team for a resolution.

c) Microshare may periodically request your feedback.

7.1 Process & Procedural Responsibilities

Microshare will ensure procedures exist to measure and monitor the level of service provided against the defined service targets. Microshare's services are aligned with ITIL Best Practice service management methodologies with regard to Service Desk, Incident Management, Problem Management (PIR), and Change Management.

7.2 Performance Review

Customer may request Periodic Service Level Review (SLR) meetings for all stakeholders no more than once per fiscal quarter subject to stakeholder availability. The primary goals of the meetings will be to review performance against service targets and to agree on any remedial action as appropriate. SLR meetings will provide an opportunity to discuss organizational, operational and strategic changes.

Microshare will continually monitor, review and if necessary, act upon the service performance against the Service Level as defined within this SLA.

8 Conditions of Services Provided

8.1 Responsibilities & Exclusions

Both parties agree to act with good intentions

8.1.1 Microshare Responsibilities

1. Microshare shall provide the services identified in the SLA and shall ensure the services are maintained at all times and to agreed pre-defined standards. Microshare agrees to exercise professional care and diligence in the discharge of all the services and to comply in all respects with relevant standards.

2. Microshare will act as owner, supplier, maintainer, and supporter of the herein identified and defined Microshare Services that have been requested/required by the Customer, except where Microshare has employed third-parties who will assume those responsibilities.

3. Microshare will be responsible for day-to-day management of the SLA and liaise with the Customer to ensure that information flows freely between both parties.

4. Microshare will follow established internal processes/procedures and adhere to policies and standards.
5. Microshare will inform the Customer in the event of any incident likely to affect the availability or performance of their applications.

8.1.2 Microshare Exclusions

1. Microshare is not responsible for unsupported configurations that deviate from our technology standards unless an explicit exemption has been granted.
2. Services for which Microshare has no formal support agreements or contracts relating to service availability and incident response or fix times on IT/Network components which are the responsibility of an external vendor.

8.1.3 Customer Responsibilities

1. Customer shall provide all necessary information, assistance and instructions in a manner that enables Microshare to meet performance standards, for example, by the giving of adequate notice and disclosing of all known relevant information.
2. Customer is required to ensure attendance/participation at Major Incident and Problem review meetings as requested by Microshare to assist with the definition of service impact.
3. Customer is required to advise the appropriate Microshare team if the requirements of the business change and the need for a review of the SLA is identified.
4. Customer is required to report all issues, queries and requests via appropriate channels and processes.

9 APPENDICES

APPENDIX A: Microshare Service Owner & Key Business Stakeholders
This document will be distributed as follows; each name on the distribution list has been identified as a Key Business Stakeholder.

Name	Job Title	SLA Role	Contacts
			Email: Phone:
			Email: Phone:

APPENDIX B: Availability Percentages
Availability is expressed as a percentage of uptime in a rolling three-month period with minute time resolution.

Availability is calculated using the following formula:
Availability% = (Promised uptime - actual uptime) / Promised uptime
where promised uptime is exclusive of maintenance windows. Service is considered 'down' if a service is unavailable for any portion of a minute.

APPENDIX C: Priority Definitions and Service Credits
The following priority definitions and associated resolution times have been agreed with regards to all faults / issues reported to the Microshare Service Desk:

Case Priority Levels	Initial Response & Acknowledgement	Software SLA	Hardware SLA

P1 – Critical Business Impact, >50% of installed devices nonreporting	Two hours, business days; Four hours, non-business days.	One business day	Five business days + time for shipment to site; Customer may opt for onsite device reserves at their expense to improve SLA.
P2 – Serious Business Impact, >25% of installed devices nonreporting	Two hours, business days; Four hours, non-business days.	Two days	Ten business days + time for shipment to site; Customer may opt for onsite device reserves at their expense to improve SLA.
P3 – Minor Business Impact, >10% of installed devices nonreporting	One business day	Ten business days	Ten business days + time for shipment to site; Customer may opt for onsite device reserves at their expense to improve SLA.
P4 – Enhancement Request	One business day	Consideration for future release	Consideration for future release

Service Credits

If Microshare exceeds the above set forth response and fix times (with respect to P1 and P2 priority level issues when measured over a 1-month period) ("Response Time Commitment") by the amount of time set forth below, then you shall be issued the credits set forth below. Service Credit calculation and application is at Customer's express request.

If in any month Microshare actual response and fix time is:	Credit Percentage
Less than 10% and more than 5% longer than the applicable Response Time Commitment for P1 and P2 errors	5%
Less than 20% and more than 10% longer than the applicable Response Time Commitment for P1 and P2 errors	15%
Less than 25% and more than 20% longer than the applicable Response Time Commitment for P1 and P2 errors	20%
More than 25% longer than the applicable Response Time Commitment for P1 and P2 errors	25%