



**The following terms will have the following meanings, unless the context otherwise specifies:**

“3 day IMAC” means an IMAC that need to be performed during business hours within 3 Business Day.

“5 day IMAC” means an IMAC that need to be performed during business hours within 5 Business Day.

“95th percentile” is a mathematical calculation to evaluate the regular and sustained use of a network connection. It allows a customer to burst out of their committed quota for brief periods. The 95th percentile says that 95% of the time, the usage is at or below this amount. Conversely, 5% of the samples may be bursting above this rate.

“Accompanied Access”: An ALCiT representative must be with CUSTOMER at all times.

"Agent" shall mean any optional piece of software code downloadable from Our Servers, and installed on all, selected, or none, of CUSTOMER End Point.

“Appliance” means a combination of Hardware and Software, where the software has been preloaded onto the Hardware.

“Application Support Contract” means a contract between CUSTOMER and an Application Vendor that allows CUSTOMER and its named agents to contact the Application Vendor to solve problems with the Application.

“Application Vendor” means an independent software vendor that makes or sells a software for use by CUSTOMER.

“Authorized User” means individually the CUSTOMER personnel and such other individuals authorized to use the applicable services.

“Available Network Connection”: A properly configured physical or virtual Network Interface Card (NIC) that can successfully reach its default gateway.

“Bare Metal Restores”: Enables to completely restore a server from a bare metal state after an operating system or hardware failure.

“Business Day”: The days between and including Monday to Friday, excluding Ontario Statutory holidays.

“Business Hours”: 9:00 to 17:00 Eastern Time on any Business Day.

“Bytes, Kilobytes (KB), Megabytes (MB), Gigabytes (GB), Terabytes (TB), Exabyte (EB)”: Unit of measure of volume for digital information. A Kilobyte is 1024 bytes, a Megabyte is 1024 Kilobyte, a Gigabyte is 1024 Megabyte, a Terabyte is 1024 Gigabyte, an Exabyte is 1024 Terabyte.

“Cloud Vault”: A collection of data that is stored in a logical container in a datacenter not managed by Customer.

“Confidential Information”: Information disclosed by one party to another in any way that is designated as confidential. It can be communicated directly, indirectly, orally, in written form or by inspection of tangible objects like documents, prototypes, samples, production plants and equipment.



## Master Service Agreement Definitions

“Critical Incident”: Incident for which: 1) All or a substantial portion of your mission critical data is at a significant risk of loss or corruption, or 2) you have a substantial loss of service, or 3) your business operations are severely disrupted, or 4) major financial impact.

“Critical Work” Means critical work takes precedence over all other work (including Urgent). Regular service hours do not apply.

“Current Minor Release”: The latest version released by a vendor for mainstream business usage. For Microsoft Products, this is the current release via the “Semi-Annual Channel”. For Oracle, this is the “Recommended Version”. For SonicWall, this is the “General Release” version. It specifically excludes: Alpha versions, Beta versions, Preview versions and Candidate Release versions.

“Current Term”: The Initial Term if the agreement has not be renewed, the Renewal Term if the agreement as been renewed.

“Cyber Incident” A type of Incident that affects information or operation technology (IT/OT) systems or services.

“Cyber Security Incident” A type of Incident that could affect the confidentiality or integrity of data.

“Dedicated Space”: A location (such as a rack or closet) that contains only equipment from CUSTOMER and/or equipment from ALCiT dedicated to CUSTOMER.

“Designated Centers”: The computer hardware, operating system, end user-specific application and geographic location(s) designated pursuant to the Agreement.

“Designated Users” The contact person(s) or group(s) designated by ALCiT.

“Desk Side Support”: Support that is performed by a Support Person that is physically present with the End User and/or the User Device.

“Device”: A thing made or adapted for a particular purpose, especially a piece of mechanical or electronic equipment (including but not limited to smartphone, PCs, servers, network equipment and virtual appliances).

“Device Category”: The following categories are used to group similar devices: “User Device”, “Server”, “Network Switch”, “Firewall”, “Wireless Access Point”, “Storage Array”, “Appliance”.

“Digital Signature”: A signature that uses a certificate-based digital ID issued by an accredited Certificate Authority (CA) or Trust Service Provider (TSP) that is uniquely linked to you that certifies the document in its present form was signed by you can be verified using underlying technology known as Public Key Infrastructure (PKI).

“Electrical Power” means the electrical energy is transferred by an electric circuit, often measured in watt or VA (Volt Ampere).

“Emergency Work”: Work that is required to resolve a critical issue or potentially critical issue (for example: i) Deploying urgent and/or critical patches/hotfixes; ii) changing Firewall configurations to mitigate a denial-of-service attack).



## Master Service Agreement Definitions

“Emergency Maintenance Window”: For Emergency Work, it may not be possible to plan ahead or wait for the next scheduled Maintenance Window. The two-day notification is waived, and the next Emergency Maintenance Window will be used. When possible and practical, CUSTOMER will be notified of the Emergency Work. The Emergency Maintenance Windows are Wednesdays and Saturdays from 23:00 to 03:00 (ET).

“End Point” means each hardware-based station using our services, including, without limitation, tablets, smart phones, personal computers, laptops, desktops, servers, etc.

“End User” means a person using a User Device to access services on or through CUSTOMER’s infrastructure.

“Extended Business Hours”: 08:00 to 21:00 Eastern Time on any Business Day.

“Extended Work Week”: The days between and including Monday to Saturday, excluding Ontario Statutory holidays.

“Equipment” means communications equipment, cabling, connections, associated hardware and accessories.

“Equipment Space” means the space used by Equipment located in a facility.

“Excusable Outage” means an Outage that is caused by any of the following: (i) Planned Work; (ii) suspension or termination of your Services in accordance with the terms of this Master Services Agreement (iii) application, software, or operating system fault or failure (including bugs); (iv) denial of service attack, hacker activity, or other malicious event or code targeted against CUSTOMER, ALCiT, ALCiT’s customers or ALCiT partners (irrespective of mitigation services provided by ALCiT and its partners); (v) failure of any network or internet infrastructure or technology outside ALCiT’s network; (vi) the period of time during which ALCiT disaster recovery is in effect; (viii) any circumstance beyond ALCiT’s reasonable control.

“Excusable Outage Time” means the total elapsed time, in minutes, of an Excusable Outage from the earlier of (i) when the first Authorized User calls the Service Desk or (ii) when the problem is detected by system monitoring tools used by ALCiT until, to when, in each case, ALCiT Personnel returns the rectified Service to an Operational State and communicate such return to service to the Authorized User or designated CUSTOMER Personnel.

“Field Replaceable Unit” “FRU” means a part or assembly that can be quickly and easily removed from a computer or other piece of electronic equipment and replaced by a person without having to send the entire product or system to a repair facility or perform complex disassembly procedure. FRUs allow a person lacking in-depth product or technical knowledge to isolate faults and replace faulty components. (For example, hot swappable components, parts held in place by easily removed holding screws).

“Firewall” means each hardware based or virtual device used to protect networks, (Internet Firewall, Edge Firewall, VPN Concentrators, Proxy, etc.) It does not include local software-based firewalls used to protect a single User Device or Server.

“Hardware” means data processing devices and/or other data storage devices.



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“Good Working Condition” means a device does not exhibit any major cosmetic damage, was not exposed to an environment that does not meet the manufacturers’ operating guidelines and operates as designed by its manufacturer.

“Hypervisor” means is computer software, firmware, or hardware, that creates and runs virtual machines.

“IMAC” means Install, Move, Add, Change. Performing a single action on a single device (Change does not include removal from support scope).

“Incident” means an event which is not part of the standard operation of a service, and which causes or may cause disruption to or a reduction in the quality of services.

“Initial Term”: The term that begins at the “Agreement Effective Date”

“Intellectual Property” means all intellectual and industrial property which is the subject of Intellectual Property Rights.

“Intellectual Property Rights” means all right protectable by copyright, trademark, patent and trade secret laws or by any other statutory protection obtained or obtainable, including, any rights in literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; rights in advertising and marketing concepts, information, data, formulas, designs, models, drawings, computer programs, including all documentation, related listings, design specifications, and flowcharts; rights in trade secrets, and any rights in inventions including all methods, processes business or otherwise, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

“Level 0 Support” is used to refer to processes where user self help capabilities are provided (e.g., knowledge bases, self resetting of passwords).

“Level 1 Support” refers to the first point of contact for the incident and is usually the Service Desk. The role of Level 1 Support is to log the incident in the appropriate tracking system, gather relevant information necessary for resolution, and if possible, resolve the incident. In cases where resolution is made, no further action is required other than appropriate communication with the applicable Authorized User(s), logging resolution information, and ticket closure. If resolution is not possible at Level 1 Support, the incident is assigned to Level 2 Support.

“Level 2 Support” - Incidents are assigned to Level 2 Support resources when they cannot be resolved at Level 1 Support. These resources are typically individuals or teams with specialized skills (e.g., desktop support, database analysts, application software engineers) that are usually able to resolve incidents assigned to them. They typically analyze the situation, develop and implement solutions within the parameters of the existing system design and subject to appropriate processes (e.g., change control). On resolution, they are responsible for appropriate communication with the applicable Authorized User(s), logging resolution information, and ticket closure. Depending on the complexity of



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the incident, there may be multiple Level 2 Support resources working on resolving an incident. When an incident cannot be resolved by Level 2 Support resources, Level 3 Support resources are utilized.

“Level 3 Support” - Level 3 resources are typically subject matter experts with highly specialized knowledge within a particular area. Level 3 Support resources may be within ALCiT, or external, such as technical support from third-party suppliers of hardware and software. They may be directly involved in analyzing the situation, developing and implementing solutions, or may act in an advisory role to Level 2 Support resources. An incident would typically continue to be managed by the primary Level 2 Support resource assigned.

“Local Vault”: A collection of data that is stored in a logical container in a datacenter managed by Customer.

“Mail Transfer Agent”: Within the Internet email system, a message transfer agent (MTA) is a service that transfers electronic mail messages from one computer to another using Simple Mail Transfer Protocol (SMTP).

“Maintenance Window” means a period of time with a defined start time, start date, end time and end date during which Planned Maintenance will be performed.

“Major Change” means a modification of a device or its configuration that may have an impact on the system. A Major Change should require an RFC and will typically be executed outside regular business hours. For example, upgrading a software to a new major release, changing a non hot swappable component, creating a new VLAN, create a new VPN tunnel.

“Major Update” means an update that changes the core of the product. It often will require the new product to go through extensive testing to validate that the new features and/or functionalities are compatible with the way the product is used in a specific environment. It will usually be performed as part of a project. It is often represented by a change of a whole number, for example moving from Microsoft Windows Server 2012 to Microsoft Windows Server 2016.

“Material Breaches”: Failure from a party to perform a major part of the agreement.

“Minor Change” means a modification of a device or its configuration that should have minimal impact on the system. A Minor Change should not require an RFC and can be executed during regular business hours. For example: Creating a new folder, adding a user, creating a new VPN account, installing a new standard software, applying a software patch, upgrading a software to a minor release, replacing a hot swappable component, assigning an existing VLAN to a port.

“Minor Update”: means an update that does not change the core functionality of a product. It can typically be installed during a maintenance window and only requires surface testing to validate the success of the update. It is often represented by a “decimal” change within a product version, for example moving from version Adobe Reader 9.1 to Adobe Reader 9.2. It is typically packaged as an update and/or service pack.

“Monthly Scheduled Average Availability” is calculated as follow  $((A - (O - E)) / A)$  where:

A: Average Total Number of Minutes in a Month (forty-three thousand eight hundred (43,800))



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O: Total "Outage Time" for the month for the Service

E: Total "Excusable Outage Time" for the month for the Service

"Monthly Fee" means the respective amounts payable to ALCiT every month of use of the Service or Services in accordance with the relevant Service Program.

"Network Switch" means each hardware-based device used to interconnect network devices, such as switches, hubs, bridges, etc.

"New Supported Applications" means applications which are not Existing Supported Applications.

"Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

"Operational State" means that the device or service is responding to requests with a level of performance that is sufficient to meet the Service Level Agreement.

"Our Servers" means servers belonging to ALCiT and/or third-party hosting service providers we use to provision of the service.

"Outage" means a Service not being available to perform its intended function due to either a failure or an event. For greater clarity, a Service Element not being available may not necessarily make a Service not available and therefore may not necessarily be considered an Outage.

"Outage Time" means the total elapsed time, in minutes, of an Outage from the earlier of (i) when the first Authorized User calls the Service Desk or (ii) when the problem is detected by system monitoring tools used by ALCiT until, to when, in each case, ALCiT Personnel returns the rectified Service to an Operational State and communicate such return to service to the Authorized User or designated CUSTOMER Personnel. To be considered in Outage Time, an Outage must last more than five (5) minutes.

"Overage Fees" means charges that are due when a service is used beyond its allocated quota.

"Personal Information" means information about an identifiable individual or other information that is subject to any Privacy Laws.

"Planned Maintenance" means Planned Work being performed to keep the existing state of a Service and/or of a Service Element. For greater clarity, this may include work like Minor Changes.

"Planned Outage": An Outage caused by Planned Work.

"Planned Outage Time": means the total elapsed time, in minutes, of a Planned Outage from the start of the Planned Work to the returns the Service to an Operational State.

"Planned Work" means an activity that was arranged in advance for doing or achieving something. Including work performed during an Emergency Maintenance Window.

"Previous Minor Release": The "Current Minor Release" that was active prior to the now active "Current Minor Release".



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“Proprietary Materials”: Material and information relating to or associated with a company's products, business, or activities, including but not limited to financial information; data or statements; trade secrets; product research and development; existing and future product designs and performance specifications; marketing plans or techniques; schematics; client lists; computer programs; processes; and know-how that has been clearly identified and properly marked by the company as proprietary information, trade secrets, or company confidential information. The information must have been developed by the company and not be available to the Government or to the public without restriction from another source.

“Refurbished”: means that the device has been tested and re-certified for use in a production environment.

“Remedial Action”: Performing the required investigation and/or changes to correct an Incident.

“Remote Support”: Support that is performed remotely by a Support Person with minimal or no help from an End User. Usually, the Support Person will use specialized tools while on voice communication with the End User. Minimum participation by the End User may be required, such as reporting the color or pattern of status light(s), pressing buttons, confirming cables are connected or replacing Field Replaceable Units parts.

“Renewal Term”: The subsequent terms that start after the Initial Term

“Resource Unit” means a discreet measurement unit associated with a service. s

“RFC”: Request For Change, a formal proposal for a Change to be made. An RFC includes details of the proposed Change and may be recorded on paper or electronically.

“Root Cause Analysis” or “RCA” means the investigation and assessment of a Service failure and determining the source and principal contributing factor that caused the failure.

“Scheduled Maintenance”: Planned Maintenance being performed at a specific date and time.

“Server”: shall mean each hardware based shared station, including, without limitation, Windows Servers, Linux Servers, User Devices configured to provide service to multiple users, etc.

“Service” means a system that supplies responses to requests.

“Service Desk”: A single point of contact to track the communication about Incidents, Changes and IMACs between ALCiT and Customer.

“Service Desk Ticket”: An entry within the Service Desk to track a single Incident or request for an IMAC

“Service Element” refers to the different parts of a system providing a Service.

“Service Level Agreement” or “SLA”: A pre-established framework that defines a timeframe to respond or an availability target.

“Shared Space”: A location (such as a rack or closet) that contains equipment from multiple tenants (CUSTOMER, ALCiT, other ALCiT CUSTOMER, ALCiT Partners).



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“Software” means the binary code (including the support documentation and media), including any applications software that pertains to specific user related data processing and communications tasks, any network software that pertains to networks used to conduct computing operations, including local wide and wide area networks and data and voice telecommunications networks and any systems software and programs, including any operating systems, systems utilities, data securing software, telecommunications monitors and database managers, that perform tasks basic to the functioning of processing equipment and which are required to operate any applications software.

“Standard Maintenance Window”: ALCiT’s Standard Maintenance Window is a Maintenance Window scheduled weekly between 23:00 ET on Wednesday and 03:00 ET on Thursday.

“Storage Array”: A specialized appliance to deliver storage.

“Sub-Agreement”: An agreement for a specific service that is governed by the Master Service Agreement

“Support Person”: A person working to assist an end user

“Supported Application” means an Existing Supported Application.

“Supported Environment” means Devices and Software that ALCiT is contracted to perform work upon as per this agreement.

“Third Party Application”: means an application that is supported by another party (not ALCiT).

“Total Remaining Contract Value”: The total of the Resource Units Minimums in all Agreements and Sub-Agreements governed by this Master Service Agreement multiplied by matching Resource Units Prices multiplied by the number of months remaining in the current Term.

“Unaccompanied Access”: A CUSTOMER person is issued access to their equipment into a specific facility.

“Unplanned Outage Time” means an Outage Time that is not a Planned Outage Time or Excusable Outage Time and, for greater certainty, includes Outage Time which was Planned Outage Time to the extent that it exceeds its planned duration or is outside of the Planned Outage Time.

“Urgent Cyber Security Incident”: A Cyber Security Incident for which significant impact is probable to the Confidentiality, Integrity and/or Availability of CUSTOMER.

“Urgent Incident”: An Incident for which: 1) operations can continue in a restricted fashion, although long-term productivity might be adversely affected, or 2) a temporary workaround is available, or 3) Significant financial impact is possible.

“Urgent Work”: Urgent work takes precedence over all existing regular work (excluding Critical). Standard service hours and rates apply.

“User Device”: shall mean each hardware-based user station, including, without limitation, smart phones, tablets, laptops, desktops, home computers, etc.





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“Virtual Machine” means an emulation of a computer system that executes within a hypervisor instead than on a physical device.

“We” or “Us” or “ALCiT” or “Our” refers to, depending on your executed Master Service Agreement, “A la carte Information System Services inc.” a Canadian corporation, having its main place of business at 5-2475 Skymark Ave., Mississauga, ON L4W 4Y6 or “ALCiT inc.” a United State Delaware corporation 16192 Coastal Highway Lewes, DE 19958.

“Wireless Access Point”: shall mean each hardware-based device used to interconnect wireless devices to wired network devices.

“Yearly Scheduled Average Availability” is calculated as follow  $(( A - ( O - E ) ) / A)$ , rounded to the targeted number of 9s (%99.9 would be rounded to 1 decimal, %99.99 would be rounded to 2 decimal), where:

A: Average Total Amount of Minutes in a Year (five hundred twenty-five thousand six hundred (525,600))

O: Total Outage Time for the year for the Service

E: Total Excusable Outage Time for the year for the Service

“You” or “Your” or “CUSTOMER” or “CUSTOMER’s” refers to the entity and/or individual person consenting to, and entering into, this Agreement.