

# ***WING Sample Service Level Agreement***

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## **How To Use Your Service:**

Call for assistance - For service support calls, please call our toll free support telephone number — (888) 4MY-WING (469-9464) — or send an e-mail request to "Support@WilliamsNetwork.com" and reference your Company Name. You must be a designated point of contact for your company in order to request support services.

Prepare for the call - You will help the technician serve you better if you have the following information and materials ready when you call: your System's invoice and serial numbers; model or model numbers; the current version of the operating system you are using; and the brand names and any models of any peripheral devices (such as a modem or printer) you are using.

Explain your problem to the technician - Now you are ready to describe the problem you are having with your System. Let the technician know what error message you are getting and when it occurs; what you were doing when the error occurred; and what steps you may have already taken to solve the problem.

Cooperate with the technician to solve your problem - Experience shows that most System problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the technician and follow the technician's suggestions.

**UNTIL YOU HAVE COMPLIED WITH THE ABOVE PROCEDURES, A CUSTOMER ENGINEER CANNOT BE DISPATCHED TO PERFORM ONSITE REPAIRS OR MAINTENANCE SERVICES.**

## **Your Service Alternatives:**

If the technician cannot correct your problem over the phone or by using remote access technologies, the technician will confirm your selection of the following alternatives:

- **Platinum Service** - "Platinum" Service Agreements are 4-hour response contracts that have a Principle Period of Maintenance ("PPM") covering twenty-four (24) hours a day, seven (7) days a week.
- **Gold Service** - "Gold" Service Agreements are 4-hour response contracts that have a PPM of 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding regularly observed holidays.
- **Silver Service** - "Silver" Service Agreements are next-business-day response contracts that have a PPM of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regularly observed holidays.

- **Bronze Service** - "Bronze" Service Agreements are two-business-day response contracts that have a PPM of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regularly observed holidays.

The Service Alternative you have chosen is recorded below. You may upgrade your service level at any time during the term of the Service Agreement at the then current price for the upgrade. For purposes of this Service Agreement, all references to time mean the customer's local time. PPM means the Principle Period of Maintenance, or the principle hour during which Services are rendered for a service level.

### **On-Site Service:**

Subject to the terms of this Agreement, On-Site Service is available for your System or Network at the location and address specified on the cover of this Proposal. The technician will need to have the full address of your location and know whether it is a residence or a business. A Customer Engineer will be dispatched to your location to service your System or Network according to your service level, as follows:

**IF YOU HAVE A PLATINUM SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM OR NETWORK:**

Platinum Service Agreement: 4-Hour Service. If you follow these procedures, a service technician will, in most cases, be dispatched to arrive at your location for On-Site Service within four (4) hours after dispatch (during your PPM); twenty-four (24) hours a day, seven (7) days a week.

**IF YOU HAVE A GOLD SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM OR NETWORK:**

Gold Service Agreement: 4-Hour Service. If you follow these procedures, a service technician will, in most cases, be dispatched to arrive at your location for On-Site Service within four (4) hours after dispatch (during your PPM); Monday through Friday, excluding regularly observed holidays. If the service technician is dispatched after 4:00 p.m. local time, the service technician may not arrive at your location until the following business day.

**IF YOU HAVE A SILVER SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM OR NETWORK:**

Silver Service Agreement: Next-Business-Day Service. If you follow these procedures, a service technician will, in most cases be dispatched to arrive at your location for On-Site Service on the next business day (during your PPM); Monday through Friday, excluding regularly observed holidays. If a service technician is dispatched for On-Site Services after 5:00 p.m. local time, the service technician may take an additional business day to arrive at your location.

**IF YOU HAVE A BRONZE SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM OR NETWORK:**

Bronze Service Agreement: Two-Business-Day Service. If you follow these procedures, a service technician will, in most cases be dispatched to arrive at your location for On-Site Service within forty-eight (48) hours (during your PPM); Monday through Friday, excluding regularly observed holidays. If a service technician is dispatched for On-Site Services after 5:00 p.m. local time, the service technician may take an additional business day to arrive at your location.

**IF YOU HAVE ANY OF THE FOREGOING AGREEMENT TYPES, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM OR NETWORK:**

Holidays - Regular holidays shall include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and New Years Eve, unless you are notified otherwise by Provider.

Assistance you must provide - The service technician must receive full access to the System or Network and (at no cost to Provider) have working space, electricity, and a local telephone line. If these requirements are lacking, Provider is not obligated to provide On-Site Services. If Customer desires remote access support, Customer will make the required communication services, hardware, and software available for use (at no cost to Provider). In addition, Customer will provide the service technician with an appropriate management "Point Of Contact" for coordination and problem escalation, any available network overview diagrams, and an overview of internal policies and procedures as appropriate.

If you miss the service visit - If you or your authorized representatives are not at the location when the service technician arrives, we regret that the service technician cannot service your System or Network. The service technician will leave a card to let you know he or she was there. If this occurs, you will be charged two (2) hours off the total number of support hours purchased under this Agreement.

Minimum charges required - Telephonic or remote access support services require a 30-minute minimum and are charged against the total number of hours purchased using 30-minute increments thereafter. On-Site Services require a 2-hour minimum and are charged against the total number of hours purchased using 30-minute increments thereafter.

### **Limitations to Service Coverage:**

THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE. All Support Services must be provided for the location and address specified on the cover of this Proposal. Support Services may be provided at other locations at the sole discretion of Provider. This Agreement extends only to the information systems and network topologies that are under your control. This Agreement extends only to uses for which the System was designed. Except as stated below, the services Provider agrees to provide under this Agreement are: diagnosis, repair, troubleshooting, consulting, configuration/integration services, maintenance, training, security analysis, programming, database development, Website development, support services for Local Area Network (LAN) and Wide Area Network (WAN) topologies, and other administrative services to facilitate the smooth

operation of the network. Provider will assist Customer, at no cost to Provider, with obtaining necessary technical support, hardware, and software fixes from independent software vendors, manufacturers, or other suppliers of the Customer's existing system(s). Provider will perform troubleshooting assistance or support on non-Gateway systems, as required. Repairs necessitated as a result of alteration, adjustment, or repair by anyone other than Provider (or its representative) are not included. Provider is not obligated to repair any System or System component which has been damaged as a result of (i) accident, misuse, or abuse of the System or component (such as, but not limited to, use of incorrect voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Provider (or its representative), (ii) an act of God such as, but not limited to, lightening, flooding, tornado, earthquakes, and hurricanes, or (iii) the moving of the System from one geographical location to another or from one entity to another. With regard to any services that are not within the coverage of this Agreement, it will be within Provider's discretion whether to perform the services, and, if Provider elects to perform the services, the services will be subject to an additional charge to be paid by you. Support Service Agreements are NON-TRANSFERRABLE.