CLOUDBLUE

Service Description

GROWTH SERVICES

Last Updated: June 20, 2019

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GROWTH SERVICES - SERVICE DESCRIPTION

Last Updated: March 1st, 2019

This Service Description describes Growth Services ("Service"). All capitalized terms in this description have the meaning ascribed to them in the Agreement (defined below) or in the Definitions section. This Service Description, with any attachments included by reference, is part of and incorporated into Customer's signed agreement with Ingram Micro which governs the use of the Service, (herein after referred to as the "Agreement").

CONTENTS

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1. PREMIUM SERVICES

Premium Services are an end-to-end turnkey customer-experience enabled support program, comprising of call center agents and labor management, call center agent automation and intelligence, analytics, support automation and technology.

Premium Services are provided based on both the number of intended uses and the scope of required assistance, as further described in the applicable Order, and may be rendered over the telephone, chat, through a remote connection, or through email.

Premium Services are separated into two categories Business and Enterprise

1.2 COMMON SKU DESCRIPTIONS

The following table defines Service Description, SKUs and metrics used in this document.

Description	SKU #	Metric
Productivity Suite Installation & Tutorial (Business)	CB-MS.PCS-AP-1T	One-Time Charge / Per User
Productivity Support (Business)	CB-MS.PCS-PB-1M	Monthly Service Charge / Per User
SaaS Installation & Tutorial (Business)	CB-MS.PCS-AT-1T	One-Time Charge / Per User
SaaS Support (Business)	CB-MS.PCS-AV-1M	Monthly Service Charge / Per User
Mobile Device Manage Installation & Tutorial (Business)	CB-MS.PCS-MO-1T	One-Time Charge / Per User
Mobile Device Manage Support (Business)	CB-MS.PCS-MS-1M	Monthly Service Charge / Per User
Email Migrations (Business)	CB-MS.PCS-EM-1T	One-Time Charge / Per User
Productivity Support (Enterprise)	CB-MS.PCS-PE-1M	Monthly Service Charge / Per User
Office 365 JumpStart Service (Enterprise)	CB-MS.O365E-JS-1T	One-Time Charge / Per Enterprise
Office 365 Migration Service (Enterprise)	CB-MS.O365E-MGR	One-Time Charge / Quoted
Office 365 Managed Service (Enterprise)	CB-MS.O365E-MNG	Monthly Service Charge / Quoted

1.3   MINIMUM COMMITMENT

The Premium Services are subject to the monthly commitments ("Minimum Commitment"). For the purposes of clarification, the total value of all Premium Services sold in a given month are counted towards the fees payable. However, if in a given billing month the Premium Services Fees calculated are below the Minimum Commitment, then Customer will pay to Ingram Micro the minimum commitment fee. If the customer's monthly total exceeds the minimum commitment, then the higher fee is paid by the customer to Ingram Micro.

Please Note: Any fees payable by Customer to Ingram Micro for Services related to Assisted Sales are not included in the Premium Services minimum commitment calculation as these are a separate service offering.

1.4 PREMIUM SERVICES SERVICE ACTIVATION:

Ingram Micro will perform the following Services during the implementation phase, prior to the launch of the services. These meetings and operational engagements will ensure the clear definition of Customer's requirements and alignment with the scope of Services as outlined in the Service Description as well as the design of the customer specific flows and operations to ensure readiness for launch and a structure to ensure continuous improvements during production.

a.   Assistance with program design and customer flows.

b.   Creation of the Operational Manual and Engagement Manual

c.   Program management and oversight

d.   Backend training and ramp of support teams for customers specific operational requirements.

e.   Front line sales collateral and remote training for how to present and book a DTS for a end user.

f.   Create operational contact, teams and cadence for regular meeting leading up to launch and post launch

g.   Program and metric tracking post launch.

h.   Daily management and oversight of the service delivery operations

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1.5 **PREMIUM PRODUCTIVITY SUITE INSTALLATION & TUTORIAL (BUSINESS)**

This Service is provided only through Single Assistance SKUs and includes one (1) session with an Ingram Micro support agent for one (1) End User with regards to one (1) Select Productivity Suite Product. The service is a one-on-one training and tutorial session, during which the support agent will show the End User how to activate, install (where applicable) and use the basic features of a given Select productivity suite Product. Productivity Suite Training and Application Installation service may include "leave behinds" with information on the use of the Select Product that the End User can reference or send to others inside of their organization. The End User will have a chance to ask any questions they might have about the select product in question.

Our technicians will assist the customer with the license assignment, installation of Office applications on their desktop and when applicable initiate the automated deployment of Microsoft Office365 to the other employees in the organization. Support will also give the customer a tutorial on use of the applicable Microsoft product listed, initiate a document upload to OneDrive and answer any questions the customer might have on the use of the product. This service includes the following:

a.   Assignment of licenses.

b.   Installation of the Office applications to the customer's computer.

c.   Initiate the automated deployment of the Office applications to the other employees in the company.

d.   Initiate the upload of a document into One Drive.

e.   High level tutorial on the use of Office applications answering any questions the customer might have.

This one time, on-demand service will be limited to deployment, installation and the tutorial of the desktop Office suite. Any how-to guidance after the installation or with data and email migration will be directed to other on-demand or recurring support offerings.

1.5.1   Supported Products

a.   Microsoft Office365 for Business

b.   Microsoft Office365 for Business Essential

c.   Microsoft Office365 for Business Premium

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1.6 PREMIUM PRODUCTIVITY SUITE SUPPORT (BUSINESS)

This Service is provided only as part of Subscription SKUs and provides access to an Ingram Micro support agent that will provide technical assistance on the use. This service covers tier 1 (End User assistance), tier 2 (admin support) and tier 3 (managed escalations for technical support issues that require intervention from relevant software manufacturers) technical support services are further described in the applicable documentation. Premium Productivity Suite Support is available on a 24/7 basis. This service also includes a managed collection of self-help resources related to the applicable productivity suite that platform partner can make available to their End Users. Ingram Premium Productivity Suite Support offering is a turnkey, technical support offering that enables platform partners to meet Microsoft CSP support requirements and differentiate their Microsoft Office365 offering by providing their end users 24/7, white-glove technical support for issues related to the use of Microsoft Office365. This service includes the following:

a. Break-Fix Support where a product was designed to work the way it is expected to be, and it is not functioning correctly, Ingram Micro will support and assist the customer to fix and resolve the issue, unless identified as being out of scope (see exclusions below).

b. Send welcome emails to new customers with links and attachments to resources that will assist them in the account activation process.

c. Providing preliminary support and assistance to customers with general Microsoft Office365 queries and providing guidance on finding resources that enable them to resolve their technical issues.

d. Upsell on demand services when appropriate.

e. Providing preliminary support and assistance to customers in integrating their Microsoft Office365 applications to other applications and systems to the extent possible.

f. Aiding and guidance to administrators or end users with the management of their O365 license and or configuration of their Microsoft Office365 suite of applications.

g. Managed escalations to Microsoft if the issue require the intervention of Microsoft in order to resolve.

1.6.1   Service Exclusions

a. Requests related to data deletion either due to an expired Microsoft Office365 subscription, cancelation, data corruption or data deletion linked to a retention policy.

b. Any services or support offerings that are sold separately as an on-demand service (Example: Migrations, Onboarding and setup).

c. Microsoft Office365 Backup or Recovery.

d. Design and or creating materials (document, presentations files, etc).

e. Resetting of administrator's passwords.

f. Support of issues related to Active Directory, ADSF or hybrid configurations of Office 365.

g. Support of add-ons, software or other technology not included in Microsoft Office365.

h. On-Premise Support or hardware related issues – should a customer requests for assistance require a technician to be physically present to resolve, this will be deemed as out of scope.

i. The technician will guide the customer to a resolution path (example: "You need to replace your hard drive").

j. Configuration of any client applications other than Microsoft Office365 on mobile devices and mobile operating systems.

1.6.2   Supported Products

d. Microsoft Office365 for Business

e. Microsoft Office365 for Business Essential

f.   Microsoft Office365 for Business Premium

1.7 SAAS INSTALLATION & TUTORIAL (BUSINESS)

Ingram Micro's Cloud Onboarding Services are customizable, recurring and on demand technical support offerings designed for specific Cloud / SaaS products from the IM catalogue. The service includes a remote 1:1 session with the customer where the Ingram Micro will install, configure or deploy the Cloud / SaaS product while giving the customer a tutorial that explains and outlines the features and functionality of the product. The duration of the tutorial will be approx. 20-25 minutes.

This service includes the following:

a.   Assignment of licenses.

b.   Installation and or configuration of the Cloud product.

c.   Assistance with the set up and configuration of any administrative features or functionality

d.   High level tutorial on the use of Cloud / SaaS product, answering any questions the customer might have about the use or functionality of the product.

This one time, on-demand service will be limited to deployment, installation, configuration and the tutorial of the Cloud / SaaS product. Any how-to guidance after the installation or related to the migration from any other product or application will not be considered as being in scope.

1.7.1   Supported Products

a.   Symantec Endpoint Protection

b.   McAfee Endpoint Protection

c.   Box

d.   DropBox

e.   DocuSign

f.   QuickBooks Online

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1.8 SAAS SUPPORT (BUSINESS)

Ingram Micro's Cloud Premium Support offering is a turnkey, technical support offering that enables platform partners to provide break / fix support and differentiate their Cloud / SaaS product offerings by providing their end users 24/7, white glove technical support for issues related to the use of Cloud / SaaS product products purchased from the Platform Partner. This service includes the following:

a. Break-Fix Support where a product was designed to work the way it is expected to be, and it is not functioning correctly, Ingram Micro will support and assist the customer to fix and resolve the issue, unless identified as being out of scope (see exclusions below).

b. Send welcome emails to new customers with links and attachments to resources that will assist them in the account activation process

c. Providing preliminary support and assistance to customers with general Cloud / SaaS product queries and providing guidance on finding resources that enable them to resolve their technical issues.

d. Upsell on demand services when appropriate

e. Providing preliminary support and assistance to customers, when required, with installing and configuring Cloud / SaaS applications that they have purchased from the Platform Partner.

f. Aiding and guidance to administrators or end users with the management of their Cloud / SaaS product licenses.

g. Managed escalations to the appropriate ISV if the issue require the intervention of the ISV in order to resolve.

1.8.1   Service Exclusions:

a. Any services or support offerings that are sold separately as an on-demand service (Example: Migrations, On-boarding and setup)

b. Initiating or running any of the applications on behalf of the customer.

c. Design and or creating materials (document, presentations files etc)

d. Resetting of administrator's passwords

e. Support of issues related to the interaction of the Cloud / SaaS product and an unsupported software or technology.

f. Support of add-ons, software or other technology not covered in the scope of Cloud / SaaS product Support.

g. On-Premise Support or hardware related issues – should a customer requests for assistance require a technician to be physically present to resolve, this will be deemed as out of scope.

h. Configuration of any client applications other than the support Cloud / SaaS product on mobile devices and mobile operating systems.

1.8.2   Supported Products:

a. Symantec Endpoint Protection

b. McAfee Endpoint Protection

c. Box

d. DropBox

e. DocuSign

f. QuickBooks Online

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1.9 MOBILE DEVICE MANAGE INSTALLATION & TUTORIAL (BUSINESS)

The Mobile Device Manage (MDM) installation and Tutorial service provides expertise and guidance for the set up and use of MDM endpoint management features. The customer can call and receive a one (1) hour 1:1 session with a premium care agent to provide education and assistance on basic MDM service configurations and functions including device enrollment, policy configuration and application management. This service includes the following:

a.   Understand customer use cases and investigate upfront (Discovery questions)

b.   Ensure customer gets through login and quick start guide

c.   Understand navigation of the portal

d.   Enroll initial couple of devices

e.   Setup a default policy

f.   Understand how to push an app, run reports, basic device actions (lock/locate/wipe, etc)

g.   Understand where the help/support links are, support videos, knowledgebase, etc to help with use cases/issues as they come up.

h.   Up to 1 hour of 1:1 remote support and assistance with a premium care agent for assistance with the set up and configuration of their MDM client.

1.9.1   Service Exclusions:

a.   Any support or service that cannot be delivered remotely

b.   Any defaults in the customers hardware or hardware OS

c.   Updating endpoint devices

d.   Onboarding customers with 51+ devices / licenses

1.9.2   Supported Applications:

a.   IBM MaaS360

b.   VMware Airwatch

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1.10   MOBILE DEVICE MANAGE SUPPORT (BUSINESS)

Ingram Micro's Cloud Premium Support offering is a turnkey, technical support offering that enables platform partners to provide break / fix support and differentiate their Cloud / SaaS offerings by providing their end users 24/7, white glove technical support for issues related to the use of Cloud / SaaS products purchased from the Platform Partner. This service includes the following:

a.   Break-Fix Support where a product was designed to work the way it is expected to be, and it is not functioning correctly, Ingram Micro will support and assist the customer to fix and resolve the issue, unless identified as being out of scope (see exclusions below).

b.   Send welcome emails to new customers with links and attachments to resources that will assist them in the account activation process

c.   Providing preliminary support and assistance to customers with general MDM queries and providing guidance on finding resources that enable them to resolve their technical issues.

d.   Upsell on demand services when appropriate

e.   Providing preliminary support and assistance to customers, when required, with installing and configuring MDM applications that they have purchased from the Platform Partner.

f.   Aiding and guidance to administrators or end users with the management of their MDM licenses.

g.   Managed escalations to the appropriate ISV if the issue require the intervention of the ISV in order to resolve.

1.10.1 Service Exclusions:

a.   Any services or support offerings that are sold separately as an on-demand service (Example: Migrations, On-boarding and setup)

b.   Initiating or running any of the applications on behalf of the customer.

c.   Design and or creating materials (document, presentations files etc)

d.   Resetting of administrator's passwords

e.   Support of issues related to the interaction of the Cloud / SaaS and an unsupported software or technology.

f.   Support of add-ons, software or other technology not covered in the scope of MDM Support.

g.   On-Premise Support or hardware related issues – should a customer requests for assistance require a technician to be physically present to resolve, this will be deemed as out of scope.

h.   Configuration of any client applications other than the support MDM on mobile devices and mobile operating systems.

1.10.2 Supported Applications:

a.   IBM MaaS360

b.   VMware Airwatch

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1.11   EMAIL MIGRATION (BUSINESS)

This Service is provided only through Single Assistance SKUs and covers one (1) End User training session and it includes a managed migration of email mailbox data from a compatible source system into nominated email account. The managed migration of email mailbox data covers an information collection session that may be done live with an Ingram Micro support agent by phone or chat or completed by the End User directly using an online form (as applicable). Once the required information for the migration has been collected and validation of all requirements has been done, the copy of the source data (data migration) to the End User's account may begin. The actual data migration will occur at a scheduled time, but its duration will vary based on the limitations of the source systems infrastructure, bandwidth, as well as other factors. For example, the response time by End Users who are required to take certain actions to facilitate the migration. End Users are responsible for the purchase of relevant email supported product subscriptions (as applicable). The pricing for the Email Migration Support is subject to a minimum number of mailboxes per migration project. As such, Authorized End Customers and/or End Users will be required to purchase Email Migration Support services for the defined minimum number of mailboxes, even if the actual number of mailboxes to be migrated is below such number. Email Migration Support is available on a 24/7 basis.

Ingram Micro's full service, white glove, Email Migration offering ensures a seamless and secure migration of the customers' existing email data to their new productivity suite. This service includes an initial information collection and planning session with the company' administrator, the migration of email data, access to support during the migration window and an optional tutorial session with the administrator at the end of the migration process. This service includes the following:

a.   Discovery of email accounts, aliases, distribution groups, public folders and shared mailboxes to verify migration plan with administrator prior to migrating.

b.   Microsoft Office365 Account Provisioning and user licensing.

c.   Migration of data from supported source system to nominated (See Supported Product) account.

d.   DNS configurations to ensure email switchover to nominated (See Supported Product) account.

e.   Configuration of Active Directory service (some restrictions apply).

f.   Outlook application setup.

g.   Instructions to end users on how to configure mobile devices.

h.   Quality assurance and mail flow checks.

i.   Post migration sweep of source mail server hourly for forty-eight (48) hours.

j.   End user and point of contact communications throughout the project.

k.   Project coordination.

l.   No minimum annual commitment.

m.   Minimum of four (4) mailboxes per migration.

n.   Some restrictions apply to migrations from Google Mail, Lotus Notes, Groupwise and Zimbra as mail sources.

o.   Some restrictions also apply to versions of Outlook 2007 and older versions of Outlook.

p.   Active Directory sync is not included.

1.11.1 Supported Products

a.   Microsoft Office365 for Business

b.   Microsoft Office365 for Business Essential

c.   Microsoft Office365 for Business Premium

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1.12 PREMIUM PRODUCTIVITY SUITE SUPPORT (ENTERPRISE)

This Service is provided only as part of Subscription SKUs and provides access to an Ingram Micro support agent that will provide technical assistance on the use. This service covers tier 1 (End User assistance), tier 2 (admin support) and tier 3 (managed escalations for technical support issues that require intervention from relevant software manufacturers) technical support services are further described in the applicable documentation. Premium Productivity Suite Support is available on a 24/7 basis. This service also includes a managed collection of self-help resources related to the applicable productivity suite that platform partner can make available to their End Users. Ingram Premium Productivity Suite Support offering is a turnkey, technical support offering that enables platform partners to meet Microsoft CSP support requirements and differentiate their Microsoft Office365 offering by providing their end users 24/7, white-glove technical support for issues related to the use of Microsoft Office365. This service includes the following:

a. Break-Fix Support where a product was designed to work the way it is expected to be, and it is not functioning correctly, Ingram Micro will support and assist the customer to fix and resolve the issue, unless identified as being out of scope (see exclusions below).

b. Send welcome emails to new customers with links and attachments to resources that will assist them in the account activation process.

c. Providing preliminary support and assistance to customers with general Microsoft Office365 queries and providing guidance on finding resources that enable them to resolve their technical issues.

d. Upsell on demand services when appropriate.

e. Providing preliminary support and assistance to customers in integrating their Microsoft Office365 applications to other applications and systems to the extent possible.

f. Aiding and guidance to administrators or end users with the management of their 0365 license and or configuration of their Microsoft Office365 suite of applications.

g. Managed escalations to Microsoft if the issue require the intervention of Microsoft in order to resolve.

1.12.1 Service Exclusions

a. Requests related to data deletion either due to an expired Microsoft Office365 subscription, cancelation, data corruption or data deletion linked to a retention policy.

b. Any services or support offerings that are sold separately as an on-demand service (Example: Migrations, Onboarding and setup).

c. Microsoft Office365 Backup or Recovery.

d. Design and or creating materials (document, presentations files, etc).

e. Resetting of administrator's passwords.

f. Support of issues related to Active Directory, ADSF or hybrid configurations of Office 365.

g. Support of add-ons, software or other technology not included in Microsoft Office365.

h. On-Premise Support or hardware related issues – should a customer requests for assistance require a technician to be physically present to resolve, this will be deemed as out of scope. The technician will guide the customer to a resolution path (example: "You need to replace your hard drive").

i. Configuration of any client applications other than Microsoft Office365 on mobile devices and mobile operating systems.

1.12.2 Supported Products

a. Microsoft Office 365 E1

b. Microsoft Office 365 E3

c. Microsoft Office 365 E5

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1.13   OFFICE 365 ENTERPRISE JUMPSTART SERVICE (ENTERPRISE)

This Service provides a comprehensive migration planning service to help organizations smoothly prepare to transit to Microsoft Office 365 from any software configuration, be it on-premises, cloud or hybrid. Our Office 365 consulting practice will develop a plan that guides customers through the entire migration and ensures that the migrated solution functions appropriately and meets collaboration expectations of all user groups with the delivery of a Detailed Office 365 migration report that includes:

    a.   Individual Mailboxes and Aliases

    b.   Shared Mailboxes and Public Folders

    c.   Distribution Groups

The Detailed Office 365 migration report includes recommendations on license types and quantities to meet the customer's business objectives, Identify and discuss potential source server and DNS-related issues that may impact the project which includes;

    a.   Directory integration

    b.   How to migrate; order of migration, tools required

    c.   Next steps, including Professional Services option to produce detailed technical design and migration plan

At the beginning of the migration engagement, CloudBlue performs the creation of the Detailed Office 365 migration report to gather and capture information about the customer's existing IT environment. This discovery activity provides a comprehensive and up-to-date record of the technology solutions implemented by your organization.

1.13.1 Service Exclusions

    a.   On-premises infrastructure servers and components

    b.   Network architecture and DNS

    c.   Authentication solutions

    d.   Directory design

    e.   Bandwidth

    f.   Mail routing

    g.   Certificates

    h.   Hardware and software

    i.   Mail and other client applications

    j.   Mail archiving and compliance

    k.   Mobile devices

1.13.2 Supported Products

    a.   Microsoft Office 365 E1

    b.   Microsoft Office 365 E3

    c.   Microsoft Office 365 E5

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1.14 OFFICE 365 MIGRATION SERVICE (ENTERPRISE)

Based on Detailed Office 365 migration report the migration is primarily focused on the steps required to move users to Office365. The following are the key deployment tasks and events that are delivered during this offering:

a. Assign licenses to users

b. Issue final communications to end users

c. Migrate mailbox data

d. Migrate existing collaboration documents

e. Change DNS records

f. Configure mobile phones and devices for Office 365

g. Perform post-migration service testing

1.14.1 Service Exclusions

a. Office 365 Consulting

b. Office 365 Training

c. DirSync/SSO ADFS Configuration

d. Data Migration

e. Managed Services for Office 365

1.14.2 Supported Products

a. Microsoft Office 365 E1
b. Microsoft Office 365 E3
c. Microsoft Office 365 E5

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1.15 OFFICE 365 MANAGED SERVICE (ENTERPRISE)

This Service provides responsive, expert support for the full range of Office 365 features:

h. Submit tickets by calling, emailing, web portal, or via automated systems alerts to Office 365 24x7 Managed Service as a single point of contact for all Office 365 support

i. administrators decrease ongoing administrative burden of managing and monitoring your Office 365 environment freeing your team to focus on business initiatives.

j. Every incident, problem, known error, and request is documented in our enterprise-grade ticketing system for proper tracking and reporting.

k. Priority and impact guide the triage of incidents, problems, requests, and known errors to escalation points that best fit your organization's preferences within SLA guidelines

l. Effective tracking of all incidents including support for password resets, basic device troubleshooting, and answering "how to" questions.

Whether serving as your primary administrator or an expert for escalation support, Office 365 consultants perform the configuration and management tasks required for optimal performance of your environment. Using \ITIL-based trouble-shooting methodology and enterprise-grade reporting tools to manage your cloud environment to maximize its capabilities. This service is scoped based on a previous engagement of the Office 365 Enterprise Migration Service.

1.15.1 Service Exclusions

a. Office 365 Consulting

b. Office 365 Training

c. Mailbox Migration

d. DirSync/SSO ADFS Configuration

e. Data Migration

1.15.2 Supported Products

a. Microsoft Office365 E1

b. Microsoft Office365 E3

c. Microsoft Office365 E5

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2. SALES SERVICES

Assisted Selling Agents provide an expert voice to your digital marketplace. They provide added value to both the potential end-user customer and your own sales through exceptional customer engagement. Our Digital experts interact with your customers at the point-of-purchase influencing their buying decisions. We provide teams of highly skilled and well-trained agents to complement and support your existing sales staff. They represent your brand with professionalism, passion and expertise to ensure increased sales of your digital products.

2.2 COMMON SKU DESCRIPTIONS

The following table defines Service Description, SKUs and metrics used in this document.

Description	SKU #	Metric
Assisted Sales – Service Activation	CB-MS.PCS-AS-1T	One-Time Charge / Per Platform Partner
Assisted Sales Service	CB-MS.PCS-AS-1M	Monthly / Per Agent

2.3 ASSISTED SALES SERVICE ACTIVATION:

Ingram Micro will perform the following Services during the implementation phase, prior to the launch of the services. These meetings and operational engagements will ensure the clear definition of Customer's requirements and alignment with the scope of Services as outlined in the Service Description as well as the design of the customer specific flows and operations to ensure readiness for launch and a structure to ensure continuous improvements during production.

a. Assistance with program design and customer flows.

b. Creation of the Operational Manual and Engagement Manual

c. Program management and oversight

d. Backend training and ramp of support teams for customers specific operational requirements.

e. Front line sales collateral and remote training for how to present and book a DTS for a end user.

f. Create operational contact, teams and cadence for regular meeting leading up to launch and post launch

g. Program and metric tracking post launch.

h. Daily management and oversight of the service delivery operations

2.1 ASSISTED SALES

This Service is provided on a basis of 200 digital transformation sessions per month per agent and make an Assisted Sales specialist available to advise End Users on technology and Services that can help their businesses. These sessions are all Digital Transformation Sessions. Assisted Sales Services include an online portal that End Users can use to book and manage Digital Transformation Sessions. Assisted Sales agents will perform outbound calls to End Users at the scheduled time. The Assisted Sales agents and services will commence on a date that is agreed upon by both parties. The commencement date will be no sooner than 90 days after Ingram Micro receives notice from platform partner of their wish to begin these services.

The Assisted Sales program consists of front-line sales and sales channels booking free DTS for owners of small and medium sized businesses. These sessions are a free cloud consultation session that will last approximately 20-25 minutes where the cloud specialist will call the small business owner at the time of their choosing.

2.1.1 Digital Transformation Sessions (DTS)

The cloud specialist has one objective which is how can they help the business owner to save money and be more productive using the cloud. A DTS consists of:

a. Research business and develop high-level value proposition (Pre-call).

b. Greet and outline the DTS customer journey.

c. Engage and discover problems and priorities.

d. Present and outline end state / solution and savings.

e. Cover questions / confirm purchase.

f. Process purchase or send off proposal.

g. Book follow up call (if required).

The following SKU-based, Premium Customer Support services will be included in this program:

a. Email Migration Service (one time, on demand).

b. Premium Productivity Suite Installation and Tutorial. (one time, on demand)

c. Premium Productivity Suite Support (monthly recurring).

d. Cloud / SaaS Premium Support (monthly recurring).

e. Cloud/ SaaS Premium Onboarding Services (one time, on demand).

f. MDM Setup and configuration Service (one time, on demand)

g. MDM Support Service (monthly recurring)

2.1.2 Service Exclusions:

a. Agents will use commercially reasonable efforts to resolve customers technical issues, however not all technical issues can be resolved by our technicians.

b. Certain restrictions apply to our ability to support unlicensed, outdated or unsupported platforms, hardware and technical support issues.

c. These Services are intended for small to medium sized businesses. As a result, there are restrictions on our ability to support enterprise systems, software and technologies.

d. All Services are limited to issues that can resolved remotely. Any scope of work that requires an agent to be physically present to resolve, is out of scope and not included in these Services.

2.1.3 Supported Products

a. Symantec Endpoint Protection

b. McAfee Endpoint Protection

c. Box

d. DropBox

e. DocuSign

f. QuickBooks Online

g. IBM MaaS360

h. VMware Airwatch

2.2 SERVICE LIMITATIONS:

Assisted Sales payable are subject to the monthly commitments set out below ("Minimum Commitment"). As such, where in a given billing month the Premium Service are below the Minimum Commitment, then Customer will pay to Ingram Micro, in addition to such Premium Services Fees, the amount equal to the difference between the relevant Minimum Commitment and the Premium Customer Support Fees, so that the payments to Ingram Micro under this Service Schedule during any given month correspond to the higher of the Minimum Commitment and the Premium Customer Support Fees. Any fees payable by Customer to Ingram Micro for Services related to Assisted Sales will not be included in the Premium Customer Support Fees (as they relate to the Minimum Commitment) and will not count against the Minimum Commitment.

Performance Metric	Monthly Ongoing Performance Metric (average where relevant)
Telephony Network availability	99.95%
IT Systems availability	99.95%
PCA 60	80% within 60 seconds

In respect of Telephony Network and IT Systems, availability is calculated as follows:

$$\frac{(60 \text{ minutes} \times 24 \text{ hours} \times \text{number of days in a calendar month}) - \text{Network Outage Time} \times 100}{60 \text{ minutes} \times 24 \text{ hours} \times \text{number of days in a calendar month}}$$

(i) Premium Customer Support Services availability will be measured from 00:01 on the 1st day to 24:00 on the last day of each calendar month.

(ii) Outage duration will be based on the records made by Ingram Micro network management system and it will take into consideration Planned Outages and Customer-Caused Issues.

(iii) With regard to PCA 60, Performance Metrics will be measured on the phone switch data.

a. Availability: Ingram Micro's Premium Customer Support Services will be available 99.5% of the time in a given calendar month.

b. Time excluded from Calculation: The following elements are excluded from the calculation of all Response Time, Resolution Time and Service Availability:

(i)   Permitted Maintenance Downtime and Planned Outages; and

(ii)   Customer-Caused   Issues.

c. <u>Ongoing Maintenance and Planned Outages:</u> Ingram Micro may perform weekly maintenance services at its discretion during the Maintenance Window (as defined in Exhibit C). Ingram Micro will give Customer, at least five (5) business days prior written notice of any maintenance or upgrade work that will affect the availability of the Premium Customer Support Services. Such notice will include: (i) a brief description of the Planned Outage; (ii) the date and the time of such Planned Outage; and (iii) the estimated duration of the Planned Outage. Such maintenance services will be scheduled during the Maintenance Window. Ingram Micro will use commercially reasonable efforts to ensure that Customers and End Users may still access Premium Customer Support Services during the maintenance services.

d. <u>Defected caused by customers:</u> Ingram Micro is not responsible for any Issue, interruption or failure, delay or disturbance of any Premium Customer Support Service, during or to the extent that such Issue, interruption, failure, delay or disturbance is caused in whole or in part by any of the following:

(i)   The Customer or its End Users' failure to comply with Ingram Micro's technical requirements as set out in relevant documentation;

(ii)   the use of the Premium Customer Support Services in connection or combination with equipment, devices, products, technology, software, hardware or systems not specified by Ingram Micro to be compatible in the documentation or a SoW, as updated by Ingram Micro in writing, as and when such list changes as being compatible with the Premium Customer Support Services; or

(iii)   Abuse, misuse or improper use, negligence, misapplication or tampering with respect to, of or with the Premium Customer Support Services by Customer or End Users.

2.2.1 Telephony System

Ingram Micro's agents will use Ingram Micro's telephony system, and Ingram Micro's agents or their customers agents, where applicable, will use Ingram Micro's telephony system. If a transfer back of an End User be required, then Ingram Micro will provide, verbally to Customer's End Users a telephone number for assistance.

2.2.2 Misdirected Calls

Ingram Micro will provide Customer a report on the number of misdirected calls on months when the number of misdirected calls exceed 1% of the calls received by Ingram Micro from Customer or its End Users. Customer will cooperate reasonably with Ingram Micro in such instances with the goal of reducing the number of misdirected calls.

2.2.3 Forecast Process

Customer will send Ingram Micro, in a manner to be agreed upon by the parties, a rolling, non-binding three (3) month forecast of Call Volumes that Ingram Micro can expect to receive per month for the provision of the Premium Customer Support Services ("Forecast"), with interim forecasting to supplement where either Party reasonably believes such additional forecasting to be materially beneficial to the quality of the Forecast. Ingram Micro will make a good faith effort to provide guidance in the development of this forecast based on historical data from other engagements. No revenue obligations and/or commitments will be assumed by such Forecast.

3. DEFINITIONS:

Capitalized terms used in this Service Description, and not otherwise defined in the Agreement, have the meaning given below.

Capitalized term	Description
Dedicated PaaS	A dedicated platform environment setup, hosted, and managed by Ingram Micro on behalf of the customer in a specific geographical zone.
Operating Country	An Operating Country, generally Ingram Micro supports a single country, with additional Operating Countries added to the platform for an additional fee.
On-Premise	A dedicated platform environment setup, hosted, and managed by the customer, and hosted by a third-party or in their own Data Center facility.
Production Environment	A revenue-generating production platform environment
Shared PaaS	A shared platform environment setup, hosted, and managed by Ingram Micro on behalf of the customer in a specific geographical zone.
Staging Environment	A non-production, non-revenue-generating environment used by developers to model impacts to the Customer environment or test upgrades.