

This Service Level Agreement (the “SLA”) outlines the terms under which i3 International Inc. (“i3”) will provide the customer with support services for the Equipment and Software as outlined in any applicable Purchase Order Form(s). This SLA sets out the availability of technical support for i3’s Equipment and Software and is to apply to any Smart Subscription Agreement(s) or Dealer Subscription Agreement(s) between the customer and i3. Any terms capitalized but not otherwise defined herein shall have the respective meanings set forth in the Definitions section of this SLA.

Support Hours/Communications

i3 Technical Support agents can be reached through a variety of methods: through i3’s toll free number, email, and live chat, or via voice message left in i3 Technical Support’s voice mail box. i3 will use commercially reasonable efforts to keep support available from 8:30 AM to 8:00 PM (EST) from Monday to Friday. Saturday and Sunday (Weekend) support can be obtained ONLY via voice message left in i3 Technical Support’s voice mail box from 9:00 AM to 6:00 PM (EST). i3 will endeavor to respond to all voicemail messages within 2 hours of the same business day. Service and support will be limited during Canada’s statutory holidays.

All incoming emails to support@i3International.com will be responded to within 2 hours from 8:30 AM to 8:00 PM (EST) from Monday to Friday. Incoming emails received on Saturday and Sunday (Weekend) will be responded to by following Monday at 10:00 AM (EST), unless it falls on a statutory holiday, in which case it will be responded to by Tuesday at 10:00 AM (EST). Response and wait times will be higher during Canada’s statutory holidays.

i3 will survey for customer service feedback annually. i3 monitors its standard using a variety of methods, including (a) reviewing phone statistics from its phone recording system on a monthly basis; (b) reviewing its email statistics by its internal and CRM systems; and (c) reviewing customer satisfaction surveys to monitor customer satisfaction and responsiveness by i3’s staff.

Technical Support Services Offered by i3

i3’s products undergo a rigorous quality assurance process to ensure that any defects in craftsmanship and quality are rectified accordingly. i3 provides technical support for all of its products and provides replacement units for any defective units as per i3’s Warranty & Customer Care Policy. i3 customers, or persons authorized by the customer, must call 1-877-877-7241 to receive support. i3’s technical support agent will require the serial number information of the i3 product, and may require the relevant product’s brand, model, and version.

To receive support services, the customer must confirm that they (a) have full access to the hardware and/or software that is the basis of the problem; and (b) have completed a back-up of any software and/or data that may be impacted by the supported product. i3 is ONLY able to support dealers, end-users and products that are covered under warranty. Extended warranty package must be purchased to receive services for i3 products no longer covered by the original factory warranty. Technical support services may be provided by i3 or by a third-party service provider and the terms herein shall apply to both i3 and that service provider.

i3 Technical Support Services Include:

- Installation and set-up assistance for i3 software applications.
- Installation and set-up assistance for selected i3 hardware accessories; troubleshooting of common issues. - Installation, set-up and upgrade assistance for Windows operating systems purchased with Customer’s i3 HVR/NVR.
- Video data backup assistance from SRX-Pro Server - directly or through an i3 remote client - to removable media (CD/DVD, USB storage devices, etc.)
- Configuration and troubleshooting of the i3 network card.
- Remote software license upgrades with proof of purchase.

i3 Technical Support Services DO NOT Include:

- Labour and/or parts replacement for supported i3 products.
- On-site and/or At-Home services. (Please refer to your authorized Installer for on-site and/or at-home support).
- Support when system compatibility with the software is in question or the configuration is invalid.
- Support of third-party plug-ins, software applications or hardware, freeware or shareware.

- Support for in- or out-of-warranty i3 products located outside of the US and Canada.
- Support for versions of supported i3 products/Services older than 5 years from the date of purchase.
- Support for untested/unsupported hardware not provided by i3 and/or installed by an end-user, unauthorized technician and/or third-party.
- Support due to accidental or intentional damage.
- Scripting, programming, database design or web development.
- Internet setup and troubleshooting.
- Remote or on-site training services.
- Recovery of lost data or software.
- Any activities not expressly described in this Service Level Agreement.

Responsibilities

Customer's Responsibilities

i3's Smart Subscription Agreement and Software Subscription Agreement outlines the customer's full responsibilities as it pertains to this SLA.

The customer will advise i3 of any technical issues in a timely manner. The customer will provide either the Dealer and its agents, or i3 and its agents with access to the Equipment or Software for the purposes of maintenance and updating. The customer is responsible for all activity associated with the Software and Equipment, including activity occurring under the customer's User accounts. The customer shall (i) notify i3 immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to i3 immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by the customer or the customer's Users. The customer shall keep the Equipment in good repair, condition, appearance and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order and free and clear of liens, encumbrances, and rights of others. The customer must maintain the confidentiality of i3's products' serial number(s) in connection with the services outlined in this SLA. i3 is not responsible for unauthorized use of the customer's serial number(s). The customer must comply with i3's Warranty & Customer Care Policy to ensure that the equipment and software is properly maintained.

i3's Responsibilities

i3's Smart Subscription Agreement and Dealer Subscription Agreement outlines i3's full responsibilities as it pertains to this SLA.

i3 will use its commercially reasonable efforts: (a) to provide support, operate, and maintain the Equipment, Software, and Cloud Managed Services (the "CMS") for the customer, including providing service and support, according to i3's documentation as described in this Agreement, any applicable Smart Subscription Agreement and or Software and Cloud Services Agreement, and as set forth in the relevant Purchase Order Form; (b) to notify the customer if i3 becomes aware of any breach of its security relating to the Equipment, Software, or Customer Data or if the Equipment or Software has attracted any malware, viruses, and any other types of hostile and intrusive software; (c) in the event the leased Equipment becomes inoperative or defective, i3 will replace such Equipment with similar Equipment valued at lesser or equal value dependent on the duration of the Term; and (d) to keep all Customer Data confidential applying the generally accepted industry standards for the protection of confidentiality.

i3 is responsible for all activity outlined in the Purchase Order Form, and the Smart Subscription Agreement or Dealer Subscription Agreement if applicable, which includes ongoing maintenance services to the Subscriber, which includes installation via the dealer, and upgrading Equipment and/or Software.

Service Uptime

i3 maintains its service uptime levels at 99.9% (calculated monthly out of 44,640 minutes). Software and maintenance updates for these services are performed daily and occur in the background during off-peak hours. Software and maintenance updates can take 5 to 60 minutes to complete. During this time, software and applications will remain accessible to the customer. In the event that a customer experiences any prolonged service disruption, they may call i3's help desk for assistance.

On-site service requests

Customers subscribing to i3's subscription services may request on-site servicing from their dealer. The dealer may charge labour and/or servicing fees for any service calls initiated by the customer. Please see i3's Warranty & Customer Care Policy for more information.

Third-Party Services

Third-party software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary. The customer should consult the applicable product documentation for specific warranty information.

Certain Customer Data may be stored and hosted by third-party web services on their secure cloud platform. While i3 will make its best efforts to ensure that these services function and perform without disruptions, i3 is not liable for any service disruptions resulting from these third-party services.

Definitions

As used in this Smart Service Level Agreement:

- (a) **"Cloud Managed Services"** includes some of the following services: company data stored on third-party services, a monthly report provided to the Company, health monitoring and risk factors data;
- (b) **"Content"** means the audio and visual information, documents, software, products and services contained or made available to the Subscriber in the course of using the Software;
- (c) **"Customer Data"** means any data, information or material provided, submitted or created by the Subscriber to i3 in the course of using Software;
- (d) **"Equipment"** means any, but not limited to, i3's products, network video recordings, computers, servers, video products, cameras, monitors, storage, network switches, or other hardware or software.
- (e) **"Purchase Order Form"** means the any forms, appendices, order acknowledgements, invoices, any Quote and/or any amendments thereto that may be required, evidencing the leasing of i3 goods and services and any subsequent purchase order information submitted online or in written form, specifying services contracted for the lease of Equipment, the applicable fees, the billing period, and other charges or amendments as agreed upon by the parties.
- (f) **"Quote"** means the form that may be required, evidencing the leasing of i3 goods and services and any subsequent purchase order information submitted online or in written form, specifying, services contracted for, the lease of Equipment, the applicable fees, the billing period, and other charges and amendments as agreed upon by the parties. Each such Quote is to be incorporated into and to become a part of this Agreement;
- (g) **"Software"** means all programs identified on a Quote and all operating information necessary to run those programs;
- (h) **"Term"** means the term of this Agreement specified in the Purchase Order Form, appendix or Quote; and
- (i) **"User(s)"** means the Subscriber, its employees, representatives, consultants, contractors or agents who are authorized to use the Equipment and have been supplied user identifications and passwords by the Subscriber (or by i3 at the Subscriber's request)