



Service Level Agreement

Submitted to

Name

Organization

Address 1

Address 2

Submitted by

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Date: Month day, year

smallbox.ca

Table of Contents

| | |
|---------------------------------------|----|
| 1.0 Overview | 3 |
| 2.0 What's included | 3 |
| 2.0 Reporting and response times | 4 |
| 4.0 Pricing and contract details | 5 |
| 5.0 Additional service considerations | 9 |
| 6.0 Supported browsers | 10 |

1.0 Overview

The Smallbox Service Level Agreement (the Agreement) is a contractual agreement between Smallbox Software Inc (Smallbox) and the Client. The Agreement provides details surrounding the use of Smallbox's hosted web service.

2.0 What's included?

The Agreement includes access to the Content Management System (CMS), Unlimited CMS seats, server monitoring and maintenance, hosting, initial setup of web domain and traffic statistics via Google analytics.

Smallbox CMS is delivered in a Software as a Service (SaaS) model meaning that access to the system is provided on a subscription basis. Program managers with the appropriate role access (administrator) have the ability to update and create new content and pages using available modules and templates.

The Basic and Standard service package costs outlined in "Pricing and contract details" cover what is outlined in "What's included"; namely access to Smallbox CMS.

Improvements or alterations to existing functionality, or requests for new functionality, are not part of this agreement. Any such requests are billable at the rates outlined. Depending on the request this may impact pricing of this agreement.

2.1 Supporting deliverables

The points below offer a segmented list of some of the ongoing activities required to ensure the smooth operation of Smallbox CMS.

Daily:

- Incremental backups to our Continuous Data Protection (CDP) server
- Daily geographically redundant backup

Ongoing services and support:

- Client ticketing system for issue reporting
- Email server health check (if you have a Smallbox Newsletter)
- Hardware updates
- Access to secure, fast and reliable hosting located in Canada

2.2 Server and network management

Smallbox CMS runs on managed servers configured to match our systems requirements while providing optimal performance and security. For privacy and security reasons the

servers are only available to select Smallbox staff as well as the Canadian staff of NetNation. All server administration is done securely through the encrypted Secure Shell (SSH) protocol. This is further secured by only allowing secure 2048 bit key authentication. Passwords are not allowed. All servers are firewall protected.

Smallbox manages, monitors and maintains security, network management, uptime, PHP and other supporting technology upgrades, troubleshooting, performance enhancements, firewalls, stress and vulnerability testing and log audits.

- All connections to the website are done through secure TLS (SSL) connections
- All data entities are represented through an ORM or Object-relational mapper
- All interactions with the database are fully abstracted ensuring data integrity and preventing common security problems such as SQL injection attacks.
- Security is handled by the ACL or Access Control Layer. Our model is role based. Roles can be assigned at a number of levels including page routes and database fields.
- All attempts to access information for which the user does not have permission are audited and the user is prompted to log in with the appropriate credentials.
- Audit trails are left at a number of points in the application including saving changes to the database and user authentication.
- If a user has too many failed login attempts their account will be suspended for 15 minutes to prevent a brute force attack

2.3 Support

Support is available through many methods including phone, email and an online ticketing system. Please contact us if you would like access to the online ticketing system. Office hours are Monday through Friday from 9am to 5pm PT. Our phone network includes an after hours emergency option which rings to multiple cell phones. In the event of an emergency such as a server outage please dial "9" once you hear the automated message.

3.0 Reporting and response times

3.1 How to report an issue

During business hours

Please use the ticketing system for best response times and greatest efficiency of service. If you are not already part of the ticketing system please contact us and we will create an account for you. We are also available by email and phone. Please be as specific as possible when reporting an issue:

- What are the steps to replicate the issue?
- What platform are you using? (PC / Mac / Other)
- What browser / version?

<http://supportdetails.com> can assist in providing a detailed issue report.

Outside business hours, including weekends and holidays

Outside of business hours please use the ticketing system or email. In the event of an emergency such as a server outage please phone and dial "9" once you hear the automated message.

Phone toll free: 1 866 776 9954

Email support: support@smallbox.ca

3.2 Suggested response times

Support, service and performance issues

Upon receiving notification, Smallbox will assess the level of priority and provide an estimated timeline of completion and cost (if applicable). Priority needs to be well considered to have meaning. If everything is marked as urgent this setting will rapidly lose relevance. Please keep this in mind when selecting a priority. Where possible* completion times are as follows:

- Low: Time permitting
- Normal: Time permitting. Complete in 7 to 15 business days
- High: Complete within 3 to 5 business days
- Urgent: Resolution in 1 to 2 business days
- Critical (emergency): Resolution in 0 to 12 hours

* In unusual cases reported issues can sometimes take longer to address or cannot be addressed at all as some issues may involve hardware issues while others might involve browser compatibility issues or underlying technologies out of our control.

4.0 Pricing and contract details

4.1 Capacity

The Client certifies that he or she has full right and authority to enter into this agreement.

4.2 Termination

Either party may terminate this agreement upon 60 days of written notice, delivered to the other party at its address above, provided that no amounts previously paid are refundable.

Smallbox may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement, including non-payment. Smallbox reserves the right to charge a reinstatement fee.

4.3 Ownership

Smallbox retains copyright and intellectual property in the Software and all components making up Smallbox CMS. Under this Agreement the Client is leasing the use of the Software (Software as a Service or SAAS) and does not have rights or license to ownership or possession of the Software. The Client may not modify, reverse engineer, decompile, disassemble, or commercially distribute, sublicense, resell or transfer the Software. The website copy (written materials) created by the Client remain the property of the Client.

4.4 Transfer

The Client may not transfer this agreement without the written consent of Smallbox.

4.5 Internet etiquette

Due to the public nature of the Internet, all publicly available information should be considered generally accessible, and important or private information should be treated carefully. Use of distribution lists via unsolicited electronic mail or other electronic mailings is strictly prohibited.

The Client hereby agrees that any material submitted for publication through the Client's account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful. The Client will hold Smallbox harmless and indemnify from any damages, fines, or costs including attorney fees that may arise from any such violation or infringement.

4.6 Warranty of service

Smallbox will maintain its software and services in such a manner as to provide to all clients the best possible performance to the Internet. Smallbox provides the software and related services on an as is, where is basis and makes no express or implied warranties regarding the Software or the services. Smallbox, its employees, affiliates, agents, third party information providers, merchant licensors or the like, indicate Smallbox's web hosting service may be interrupted and may not be error free.

4.7 Lawful purpose

The Client may only use Smallbox's servers for lawful purpose. Transmission of any material in violation of any Federal, Provincial, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

4.8 Payment details

Smallbox will invoice for the service package on the first of the month. Any hourly time spent will be invoiced at the end of the month. Invoices not paid within these times may be subject to interest of 1.5% per month compounded monthly (19.56% per annum).

4.9 Monthly fee increase

Monthly fees may increase to a maximum of 5% per year, unless an increase is due to new / additional functionality requests. Smallbox will provide 90 days advance notice of any fee increase.

4.10 Service rates

Smallbox will invoice based on the following rates unless other agreements are in place:

- Content upload and additional training: \$85/hour
- Front-end-web development, graphic production, support: \$110/hour
- Programming, project management, design, consulting: \$135/hour

Third party purchases such as SSL certificates, are billed in addition to time spent.

4.11 Changes to the Agreement

Smallbox will provide 90 days written notice of any changes to this agreement. Revisions to this Agreement will be applicable to previous Agreements. Revisions will be considered agreed to by the Client on renewal of Smallbox's services..

4.12 Service packages

Smallbox has the following service packages available:

- **Basic - \$49.95/month**
 - Storage space: 1gb
 - Smallbox CMS: unlimited seats
- **Standard - \$99/month**
 - Storage space: up to 5gb
 - Smallbox CMS: unlimited seats

Additional add-ons:

- Newsletter: \$24.95/month
- Extra storage space \$50/month for additional 5gb

4.13 Contract details

| | |
|-----------------|--------------|
| Client | ORGANIZATION |
| Contact | NAME |
| Address | ADDRESS |
| Contract period | X to Y |

4.14 Financial arrangements

The parties agree to an ongoing, software as a service, arrangement to be paid in monthly instalments. All funds are in Canadian dollars and have net thirty (30) payment terms.

| | |
|-------------------------|--------------------------------|
| Service Level Agreement | Smallbox CMS access for DOMAIN |
| Pretax monthly cost | \$MONTHLY + Newsletter + text |

The information contained in this document is confidential. This Agreement constitutes the entire understanding of the parties. Both parties, upon renewal of services, agree to any changes or modifications. Signing below binds both parties to this Agreement.

Smallbox

Smallbox Software Inc

Michael Williams

Name (printed)

Signature

Date (yyyy-mm-dd)

Client (company name)

Name (printed)

Signature

Date (yyyy-mm-dd)

5.0 Additional service considerations

Please contact Smallbox for information about the following services:

Text or Short Messaging Service (SMS)

There are two distinct areas of SMS functionality that Smallbox delivers: date based messaging and keyword based messaging. In addition, Smallbox offers interactive messaging features to retain engagement.

Smallbox owns and operates the premium 123456 shortcode. Sharing our premium 123456 shortcode can save you upwards of \$750 per month.

Chat

Chat is fully integrated into Smallbox CMS allowing your users to readily connect with operators online or by text-to-chat (if text is also in use).

Chat facilitates a one-on-one text-based conversation with your provided operator. Program managers can review chat logs, check the status of chat requests, create departments and assign operators. Program managers can also set canned responses to expedite chat requests and provide consistent information.

Digital marketing

Smallbox Digital Marketing services address a client's digital marketing needs from consulting, search engine optimization, Adwords campaigns, social media marketing, website audit, analytics and competitor analysis. Smallbox can work with other suppliers or lead.

Dedicated server

If you feel you require a dedicated server please contact Smallbox to discuss your needs. Initial server configuration costs and monthly service level agreements apply.

External hosting

External servers are for clients who require an on-premise solution. Smallbox will setup and configure a server specifically to run Smallbox CMS for optimal security and performance. Set up fee and support and maintenance agreement are applicable.

6.0 Supported browsers

Smallbox CMS sites require advanced browser technology typically provided in the most recent versions of popular browsers. Smallbox is designed to take advantage of the new features these browsers provide, as the intent is to deliver the best viewing and editing experience possible.

Supported browsers for the Smallbox CMS:

- Chrome
- Firefox
- Safari
- Edge
- Internet Explorer 11

Minimum requirements for viewing:

The most recent releases of Chrome, Firefox, Safari, Edge and Internet Explorer 11.

On mobile we support the most recent releases of Chrome, Firefox and Safari on Android and IOS and test on both tablets and phones.

Minimum requirements for editing:

The most recent releases of Chrome, Firefox, Safari and Edge.

The following settings must be configured on browsers used for editing:

- Cookies must be enabled to ensure your login functions.
- JavaScript must be enabled to give you normal access to the site manager.
- Avoid running programs that use block Javascript. This will include many anti-virus programs which use settings that can interfere with browser functions.
- Beta versions of browsers will not be supported until they become fully released.

This information is subject to change with technology advancements. Due to the rapid release cycle of browsers and frequent changes please view our [online policy](#) regarding supported browsers.