This Advanced Hosting by ALCiT Sub-Agreement ("Sub-Agreement") is governed by the Master Service Agreement between ALCiT and CUSTOMER. This Sub-Agreement supersedes all prior discussions, communications, representations or agreements, including any digital, electronic or Internet-based agreements, between them, oral or written, between ALCiT and CUSTOMER concerning hosting.

This Sub-Agreement shall consist of these terms and conditions and the following two (2) schedules:

Schedule 1 – Support Scope;
Schedule 2 – Roles and Responsibilities

1.   Advanced Hosting by ALCiT houses your critical Services in state-of-the-art facilities, provides reliable infrastructure, scalability and high-speed connectivity. It also includes the day to day management, monitoring and backup of that infrastructure. Prices are per month and are due on the first of the month for the upcoming month.

2.   Overage Fees: CUSTOMER agrees to pay overage fees to ALCiT if CUSTOMER exceeds its quota allotment.

3.   IP Addresses: CUSTOMER agrees that they will use any Internet protocol ("IP") numbers and addresses assigned to them by ALCiT in accordance with all reasonable regulations and policies established by ALCiT, and in accordance with any applicable international standards with respect to the use of IP numbers and addresses. ALCiT will maintain and control ownership of all IP numbers and addresses that it may assign to CUSTOMER. The allocation of your IP Addresses is determined by a third party IP allocation authority, not ALCiT. Where ALCiT requires, or, if the applicable third party IP allocation authority requires us to, ALCiT may change or remove any and all IP addresses that have been assigned to CUSTOMER. To the extent possible, ALCiT will give CUSTOMER reasonable prior notice of any such change. CUSTOMER may not attempt to change or modify their allocated IP addresses without prior approval from ALCiT.

4.   Security and Privacy: ALCiT or its partner will maintain the physical security of its data centers and equipment in accordance with its advertised security and privacy standards and compliance obligations. The online security of CUSTOMER's server and user access control (including the safety of all passwords and ensuring that the technical contacts specified for your Services are up-to-date) is a shared responsibility between ALCiT and CUSTOMER, with each being responsible solely for the accesses and controls under their governance. If CUSTOMER's server is responsible for or involved in an attack or unauthorized access to another server or system, you will notify ALCiT immediately and ALCiT will have the right to respond as it determines appropriate including the right to identify, isolate and block the source of the attack.

5.   CUSTOMER Data: ALCiT is not aware of and does not monitor the type, nature or value of CUSTOMER's data either passing over the network or being stored in hardware, nor can ALCiT audit, view or manipulate CUSTOMER data in the ordinary course of business.

6.   Data losses: Some of ALCiT services are designed to minimize and/or mitigate the risk of data losses, to the extent possible. CUSTOMER is responsible for selecting services appropriate to CUSTOMER needs.

7.   Data transit: CUSTOMER acknowledge that due to the dynamic resilience of ALCiT's network and the internet that CUSTOMER data may transit internationally, including via Canada or the United States.

8.   Data storage: CUSTOMER acknowledge that due to the dynamic nature of ALCiT's infrastructure that CUSTOMER data may be stored in Canada or in the United States.

9.   Data access: ALCiT will not be liable to CUSTOMER or any other party for unauthorized access to, alteration, theft or destruction of information distributed or made available, through accident or fraudulent means or devices.

10.   Interruption of Service: ALCiT does not guarantee that (i) access to any Service will be uninterrupted or completely error-free; (ii) that defects can or will be corrected; or (iii) that any Service will be completely secure. CUSTOMER agrees that:

(a) Except as expressly provided in the Service Level Agreement, ALCiT will not be liable to you, a User or any other third party for any temporary delay, outage or interruption of a Service; and

(b) ALCiT is not liable for any delay or failure to perform its obligations under this Agreement where the delay or failure results from an act of God or other cause beyond ALCiT's reasonable control.

11.   CUSTOMER Requirements: CUSTOMER acknowledges and agrees that it is CUSTOMER's responsibility to ensure that the Services are appropriate and suitable for CUSTOMER's requirements. Where ALCiT provides advice in reference to your Service requirements or the configuration of any equipment used in connection with your Service, such advice is provided in a good faith basis using reasonable skill and care. Professional Services are subject to separate agreement between the Parties.

12.   End User License Terms: CUSTOMER agrees:

(a) that CUSTOMER will not (i) copy any license keys or otherwise decrypt or circumvent any license keys with respect to the Branded Products; (ii) run Branded Products on a second system or through any other hosting provider; (iii) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on or during the use of any Branded Product; or (iv) reverse engineer, decompile, or disassemble any Branded Product, except to the extent such activity is expressly permitted by the vendor of the Branded Products or applicable law;

(b) to observe the terms of any license or applicable end user subscriber agreement for Branded Products made available to you;

(c) that ALCiT will not have any liability to you or any other party resulting from your violation of any license agreements or end user subscriber agreements that govern such Branded Products; and

(d) that you will be solely responsible for any additional software or products that you install or use in connection with the Services.

(e) that additional restrictions may apply to any Microsoft software provided to you in connection with the Services. You agree to comply with all applicable Microsoft Corporation licensing terms.

13.   Immediate Threats: If, in the determination of ALCiT, acting reasonably, the CUSTOMER Service or infrastructure poses an immediate threat to the physical integrity or performance of the equipment of ALCiT or any other user, or poses an immediate threat to the safety of any person, then ALCiT may perform such work and take such other actions that it may consider necessary without prior notice to you and without liability for damage to the Equipment or for any interruption of your (or your clients') businesses. As soon as practicable after performing such work, ALCiT will advise you in writing of the work performed or the action taken.

14.   Availability for Network Connectivity of a Physical Device: ALCiT covenants to a 99.9% Monthly Average Scheduled Availability for Network Connectivity of a Physical Device. Availability for Network Connectivity of a Physical Device is defined as the ability for a properly configured device (two (2) distinct redundant physical network interface cards connected to two (2) distinct redundant network switches with the proper IP configuration and NIC teaming software) to reach its configured default gateway, in addition, the following conditions are specifically excluded from the calculation of availability:

(a) A problem connecting to the Service due to any action on Your part that triggers a security response (for example scanning the ports on a ALCiT device triggers a shut-down of the ports used by You).

(b) A problem connecting to the Service due to software installed on Your Device.

15.   Availability of Internet Access: ALCiT covenants to a 99.9% Monthly Average Scheduled Availability for Internet Access. Availability for Internet Access is defined as the ability for a properly configured device with an Available Network Connection and the required firewall rules to reach the Internet and/or to be reached from it, in addition, the following conditions are specifically excluded from the calculation of availability:

(a) A problem connecting to the Service due to any action on Your part that triggers a security response (for example scanning the ports on a ALCiT device triggers a shut-down of the ports used by You).

(b) A problem connecting to the Service due to software installed on Your Device.

(c) IP traffic that violate the security rules set on the network security devices.

16.   Availability of Electrical Power: ALCiT covenants to a 99.99% Monthly Average Scheduled Availability for Electrical Power. Availability for Electrical Power is defined as the ability for a properly configured device (two (2) distinct redundant power supplies connected to two (2) distinct power distribution unit (PDU)) to receive the required electrical current as per manufacturers specifications on at least one (1) of those PDU, in addition, the following conditions are specifically excluded from the calculation of availability:

(a) A spike of electrical demand from your device that greatly exceeds the allocated Electrical Power.

(b) An aggregated electrical demand for your devices that exceeds the allocated aggregated Electrical Power.

(c) An electrical issue from your device that activates a safeguard within the electrical system (for example a power short that triggers a breaker).

17. Availability of Critical Internet Access: ALCiT covenants to a 99.99% Yearly Average Scheduled Availability for Critical Internet Access. Availability for Critical Internet Access is defined as the ability for a pair of properly configured and diversified (in two (2) distinct pre-defined ALCiT datacentres) devices with Available Network Connections and the required firewall rules, to have one of them be able reach the Internet and/or to be reached from it on a pre-defined public IP, in addition, the following conditions are specifically excluded from the calculation of availability:

(a) A problem connecting to the Service due to any action on Your part that triggers a security response (for example scanning the ports on a ALCiT device triggers a shut-down of the ports used by You).

(b) A problem connecting to the Service due to software installed on Your Device.

(c) IP traffic that violates the security rules set on the network security devices.

18. Availability of Critical Internet Bandwidth: ALCiT covenants to a 99.99% Yearly Average Scheduled Availability for Critical Internet Bandwidth. Availability for Critical Internet Bandwidth is defined as the ability for a pair of properly configured and diversified (in two (2) distinct pre-defined ALCiT datacentres) devices with Available Network Connections, a working internet access and the required firewall rules, to have one of them be able use the allocated bandwidth quota to reach the Internet and/or to be reached from it, in addition, the following conditions are specifically excluded from the calculation of availability:

(a) A problem connecting to the Service due to any action on Your part that triggers a security response (for example scanning the ports on a ALCiT device triggers a shut-down of the ports used by You).

(b) A problem connecting to the Service due to software installed on Your Device.

(c) IP traffic that violates the security rules set on the network security devices.

19. Backups:

(a) Protection Against Viruses: ALCiT cannot provide anti-malware scanning for data under this backup offer since it is in encrypted form. ALCiT makes no guarantees against these types of threats.

(b) Security and Privacy: Access to ALCiT operations center and systems is restricted to authorized personnel. ALCiT ensures that its employees and contractors are familiar with and understand its policies; ALCiT takes all possible security measures to protect the security and privacy of

CUSTOMER's data. ALCiT will make all reasonable commercial to protect the security and privacy of its systems and services, and the data that resides therein.

(c) Data Retention: the retention of the backup is a "30 days rollover": all data over 30 days is discarded, but data is available for each successful backup within the 30 days period. All data is copied to a secondary location within 24 hours. Additional copies of data may exist for maintenance purposes.

(d) In-transit Encryption: ALCiT's encryption protects backup in transit and at rest using the National Institute of Standards and Technology (NIST) 128-bit or 256-bit Advanced Encryption Standard (AES).

(e) At-rest Encryption: Data is encrypted in SOC 2 Type II or equivalent certified data centers using the National Institute of Standards and Technology (NIST) 128-bit or 256-bit Advanced Encryption Standard (AES).

20.   Infrastructure and System Management:

(a) ALCiT uses its management tools to maintain CUSTOMER's environment. ALCiT is accountable to solve all Incidents and Issues in the environment in accordance to the Service description.

(b) Support ticket: A Service Desk Ticket may be submitted to resolve issues with the System. The ticket will be resolved as per the conditions detailed below.

(c) Minor Changes: ALCiT will perform Minor Changes within five (5) business days of the creation of a ticket within ALCiT's portal. ALCiT will determine at its sole discretion if a change is categorized as a "Minor Change" or a "Major Change".

(d) Up to date Version: The below pricing assumes that CUSTOMER is making the required investments to keep their system up to date. The system must meet all these criteria:

   i.   Software must be covered by maintenance and/or support contract

   ii. All software (Including Operating System) must be within N-1 of Current Major Release.

   iii. All software (Including Operating System) must be within N-1 of Current Minor Release for the Major Release version installed.

   iv. All in-scope software can be maintained by ALCiT tools

   v.   No software requires special handling

21.   Service Level Agreement (SLA):

(a) Critical level tickets are covered by a one (1) hour response SLA (tickets opened according to the establish process and identified as Critical will be acknowledge within one (1) hour).

(b) Urgent level tickets are covered by a four (4) hours response SLA (tickets opened according to the establish process and identified as Urgent will be acknowledge within four (4) hours during Extended Business Hours).

(c) All others calls will be acknowledged within one (1) business day.

22.   Penalty for Missed SLAs:

(a) For Critical SLAs: For each complete 15 min intervals for which a "Critical Ticket" goes un-responded beyond the initial 1 hour, ALCiT will reduce the amounts due and payable for that month by $100. For example: A "Critical Ticket" that goes un-responded for 95min would translate into a $200 penalty.

(b) For Urgent SLAs: For each complete 60 min intervals for which an "Urgent Ticket" goes un-responded beyond the initial 4 hours during Extended Business Hours, ALCiT will reduce the amounts due and payable for that month by $100. For example: An "Urgent Ticket" opened at 18:00 on a Tuesday that goes un-responded until 8:30 the following Wednesday would not yield any penalty, but an "Urgent Ticket" opened at 15:00 on a Tuesday that goes un-responded until 20:30 on the same day would translate into a $100 penalty.

(c) Penalty payment will not apply if the issue or delay is caused by any circumstance beyond ALCiT's reasonable control, including, but not limited to: Excusable Outages, end users' portion of the network (commonly known as "last mile") failure.

(d) Penalty payment: ALCIT will reduce the amounts due and payable for the Service for which the SLA was missed on the next monthly billing cycle. The maximum credit for missed SLA is 25% of the monthly charge for the Service covered by that SLA.

23.   External elements: Under the below circumstances, ALCiT reserves the right to invoice CUSTOMER for work that could be considered in scope:

(a) CUSTOMER's Third party, contractor, and/or employee actions or inactions impacts the Service.

(b) CUSTOMER's Third party, contractor, and/or employee requests ALCiT to investigate an issue that is not related to ALCiT equipment and/or service (whether or not relation is known prior to the investigation).

24.   Maintenance Window: the Standard Maintenance Window will be used for all Planned Maintenance.

Schedule 1

Support Scope

Supported Applications (only for versions under mainstream support by their respective vendors)

7zip

Apache

FileZilla

Fortinet firewalls

Linux CentOS, CloudOS and Ubuntu

MariaDB

Microsoft Office

Microsoft Windows

Microsoft Windows Server

Notepad ++

SonicWall firewalls

Veeam Backup and Replication (when used by ALCiT)

VMware ESX and vCenter (when used by ALCiT)

Applications not on this list that ALCiT's patching software can patch will, if applicable, be patched, but not supported or remediated.

Applications not on this list that ALCiT's scanning software can scan will, if applicable, be scanned and reported on, but not supported or remediated.

Schedule 2

Roles and Responsibilities

The respective roles and responsibilities of the personnel of ALCiT and CUSTOMER with respect to this service are set out in this Section. The following table provides the key values associated with each of the roles and responsibilities within the matrices set out in this Section:

Key	Label	Definition
H	Help or Assist	The designated party (ALCiT / MICROSOFT / CUSTOMER) will provide assistance to enable the identified performing party (ALCiT / CUSTOMER) to complete the designated service.
P	Perform	The designated party (ALCiT / MICROSOFT / CUSTOMER) has the obligation and responsibility for performing the designated service.
A	Approve	The performance of the service is subject to the designated party's (ALCiT / CUSTOMER) written approval
V	Review	The designated party (ALCiT / MICROSOFT / CUSTOMER) will review the designated documents and provide feedback to the other party.
M	Make Available	Make the service or platform available to the designated party (ALCiT / MICROSOFT / CUSTOMER)
U	Use	The designated party (ALCiT / MICROSOFT / CUSTOMER) uses or leverage the service or platform.
ON	Ongoing	Service will be performed as required
W	Weekly	Service will be performed once a week
M	Monthly	Service will be performed once a month
Q	Quarterly	Service will be performed once a quarter
AN	Annually	Service will be performed once a year
AD	Ad Hoc	Service will be performed as requested
S	Semi-Annual	Service will be performed twice a year
I	Included	Included in unit price
TI	Ticket/IMAC	Work will be billed according to the Ticket and IMAC Rate Card
TR	Time and Material Regular	Work will be billed according to the Rate Card using the Regular rates.
TU	Time and Material Urgent	Work will be billed according to the Rate Card using the Urgent rates.
TC	Time and Material Critical	Work will be billed according to the Rate Card using the Critical rates.
TR/TU/TC	Time and Material	Regular work will be billed according to the Rate Card using the Regular Rates, Urgent work will be billed according to the Rate Card using the Urgent Rates and Critical work will be billed according to the Rate Card using the Critical Rates
OP	Optional	Additional cost as per Rate Card

ID	Description	ALCiT	CUSTOMER	FREQUENCY	CHARGE
	Infrastructure and Operating Systems				
1	Real-time reporting for documentation, strategy planning, and regulatory compliance	M	U	ON	I
2	24/7 Monitoring of service with automated alerts for events	M	U	ON	I
3	User access to a Service Desk ticketing system to create problem/incident tickets for covered services	M / U	U	AD	I
4	Regular Infrastructure Support - Business Hours	P		AD	I
5	Urgent Infrastructure Support - Extended Business Hours	P		AD	TU
6	Critical Infrastructure Support - 24x7	P		AD	TC
7	Monitoring reports reviewed monthly and problem tickets will be created	P		M	I
8	Perform Minor Changes	P		AD	OP
9	Perform Major Changes	P		AD	TR/TU/TC
10	Active patch management client with central management and reporting for infrastructure	P		ON	I
11	Monthly asset reports with health status	P	U	M	I
12	Annual upgrades of firmware for Infrastructure	P		Y	I
13	Missed backups managed by ALCiT will be investigated and re-scheduled	P		AD	I
14	Changes performed by ALCiT will be reflected in existing CUSTOMER's Technical Standard Document and Disaster Recovery Document	P		AD	I
15	Recover Service in an alternate datacenter in case of a major disaster	P		AD	OP
	Supported Applications Support				
1	Install Minor Updates as per Vendor instructions during Business Hours (For applications listed in Schedule 1)	P		M	I
2	Install Major Updates as per Vendor instructions (For applications listed in Schedule 1)	P		AD	TR/TU/TC
3	Re-imaging, re-initializing or re-installing the Application during business hours	P		AD	TR
	Cyber Incident Response Team (CIRT)				
1	Investigates and resolves computer security incidents	P		AD	TC
	Secured and Managed WordPress Hosting				
1	Perform and verify updates of WordPress via automation	P		M	I
2	Perform and verify updates of WordPress plugins via automation	P		M	I
3	Troubleshoot update errors	P		AD	TR/TU/TC
4	Provide, install, and maintain security plugin	P		ON	I

ID	Description	ALCiT	CUSTOMER	FREQUENCY	CHARGE
5	Provide, install, and maintain cache plugin	P		ON	I
6	Web Application Firewall (requires DNS to be hosted with ALCiT)	P		ON	I
7	Basic website analytics	P		ON	I
9	Basic SSL Certificate	P		ON	I
10	Static content caching in the cloud for optimization	P		ON	I
11	Image delivery optimization	P		ON	I
12	No enforced connection limits	P		ON	I
13	cPanel access	P	U	ON	OP
14	Recover Website in an alternate datacenter in case of a major disaster	P		AD	I
	Secured WordPress Hosting				
1	Perform and verify updates of WordPress via automation	P		M	TR/TU/TC
2	Perform and verify updates of WordPress plugins via automation	P		M	TR/TU/TC
3	Troubleshoot update errors	P		AD	TR/TU/TC
4	Provide, install, and maintain security plugin	P		ON	I
5	Provide, install, and maintain cache plugin	P		ON	I
6	Web Application Firewall (requires DNS to be hosted with ALCiT)	P		ON	I
7	Basic website analytics	P		ON	I
9	Basic SSL Certificate	P		ON	I
10	No enforced connection limits	P		ON	I
11	cPanel access	P	U	ON	OP
14	Recover Website in an alternate datacenter in case of a major disaster	P		AD	TR/TU/TC
	Basic Web Hosting				
1	Basic SSL Certificate	P		ON	I
2	Up to 200 simultaneous connections limits	P		ON	I