



## Service Level Agreement

FOR



The purpose of this Service Level Agreement (“Agreement”) is to outline the terms and expectations of Spencer Technologies, Inc. (“Spencer”) for Sport Clips (“Customer”) in the performance of service related work as dictated in the sections to follow.

Included in this document are contacts, expectations, pricing, response times by priority, and assumptions for work at Customer locations.



## **General Service**

### **Overview:**

The purpose of this document is to outline the terms and expectations of Spencer Technologies for Customer in the performance of service related work as dictated in the sections to follow.

Included in this document are support types, contacts, expectations, pricing, response times by priority and assumptions for support of infrastructure cabling and certain technology at Customer.

### **On-site Support:**

On-site support will be provided as described in the sections to follow.

Spencer Technologies will dispatch a technician qualified to repair, replace, troubleshoot or remedy the particular issue. Customer will be required to provide a detailed description of the problem and be available to provide guidance and assistance once the technician is on site.

Spencer will work to the best of our ability to correct and fix problems or issues of the following types of equipment, networks and systems.

### **Support Hours:**

Spencer Technologies will provide dispatch services 24x7, 365 days per year.

### **Technologies, networks and systems covered under this agreement:**

Equipment	Description



## Pricing Matrix

Priority Level	Ack	On Site	Cost
<b>P3</b> 8:00 am - 5:00 pm. (Mon thru Fri)	Within 1 Business Day	Within 5 business days.	First Hour Minimum (Travel Included) - <b>\$165.</b> Each additional hour - <b>\$95</b> Billed in ½ hour increments
<b>P2</b> 8:00 am - 5:00 pm. (Mon thru Fri) or OT P3 Calls	Within 4 Business Hours	On site by next business day.	First Hour Minimum (Travel Included) - <b>\$215.</b> Each additional hour - <b>\$125</b> Billed in ½ hour increments
<b>P1</b>	1 hour	On site within 6 store operating hours within the hours of 6:00 am to 12:00 am.	First Hour Minimum (Travel Included) - <b>\$275.</b> Each additional hour - <b>\$165</b> Billed in ½ hour increments.
<b>P0</b> .	1 hour	On site within 6 store operating hours within the hours of 6:00 am to 12:00 am. Technician will arrive with part.	First Hour Minimum (Travel Included) - <b>\$495.</b> Each additional hour - <b>\$165</b> Billed in ½ hour increments.
<p style="text-align: center;"><b><u>Depot Charges (Monthly)</u></b></p> <p style="text-align: center;">Depot Charges for Hardware kept at the Spencer warehouse in Northborough, MA or Memphis, TN is \$25 per pallet per month.</p> <p style="text-align: center;">Depot Charges for hardware kept at any of Spencer's National Depot Facilities outside of Northborough, MA or Memphis, TN is free of charge as long as CUSTOMER is utilizing Spencer's P0 services.</p>			
Helpdesk Support- 8:00am - 5:00pm. (Mon thru Fri)	2 hours	Used primarily for remote phone system programming/support	Hourly Rate - <b>\$85</b> ½ hour min, billed in ½ hour increments thereafter
Help Desk Support <b>Non Standard Hours</b>	4 hours	Used primarily for remote phone system programming/support	Hourly Rate - <b>\$115</b> ½ hour min, billed in ½ hour increments thereafter

### Exceptions:

1. **P3 Calls** requested to be completed during OT will be invoiced at P2 rates
2. **P2 & P3 Calls** received after **3:00 pm local store time** are considered placed on the following business day.
3. All **Emergency, Weekend, Holiday and P2 OT Calls** are defined as P1 calls.
4. **P1 Calls** requested to be completed during OT, Weekend or Holidays will have a two (2) hour minimum
5. **P0 calls**, if distance from site to closest Depot location exceeds 100 miles, additional fees may be applicable.



### **Premium Rates**

1. All service calls in Puerto Rico, Hawaii and Alaska will be invoiced at the rates above x 1.35.
2. All service calls in Canada will be invoiced at the rates above x 1.25
3. Union labor will add +35% to our normal labor charges.

### **Penalties:**

In the event that Spencer is late or misses a scheduled response time, the call will be billed at priority level actually met (i.e. if a P1 request is made, and the tech does not arrive until a P2 response, it will be billed at the P2 rate).

1. Delays caused by circumstances outside of Spencer Technologies' control will not be marked as a missed SLA and/or subjected to a penalty.

### **Assumptions:**

1. Customer will properly notify store managers of estimated technician arrival time once Spencer has communicated the ETA.
2. Spencer will perform all tracking and follow-up on each job until completed, and will communicate all information in writing to Customer.
3. All Customer representatives will be allowed access to "SQUIRE", Spencer Technologies' web based job tool.
  - a. Customer will be responsible for the addition/deletion of SQUIRE users. An administrator should be assigned.
4. Calls are for one (1) technician only.
  - a. If two (2) techs are needed for a particular situation, request will be made by Spencer and only executed with approval of a Customer representative.
  - b. Approval should be given to Spencer Technologies via written communication
  - c. Additional technicians will be charged at the first hour minimum rate and additional hourly rate that matches the executed priority.

### **Pricing Terms & Conditions:**

**Acceptance; Governing Provisions** - The prices presented in this document are valid for the calendar year **2016**.

Upon signing as indicated on the Service Level Agreement Acceptance Form attached to this Agreement and made a part hereof, the terms and conditions of this Agreement constitute the final, complete and exclusive agreement between the parties, and shall bind the parties, their respective successors and assigns. This Agreement cannot be changed except in writing signed by both parties. Both parties



warrant that there are no representations, understandings or agreements relating to the subject matter other than those contained herein.

**Fees:** All fees submitted in this Agreement are in U.S. dollars. Delays beyond the control of Spencer will be invoiced at the applicable hourly rate for the priority response level of the call. Such costs to Customer will be in addition to any labor and/or travel time expended and associated with the call. In order to limit charges to Customer for delays, Spencer will recall technician(s) from the site if delay time exceeds 1.5 hours unless Customer indicates in writing to Spencer that a longer wait period is acceptable.

Spencer reserves the right to increase the fees stated herein if the Customer increases the scope of the project beyond the general voice/data services described in this Agreement, or if any assumptions stated herein are found to be inaccurate in a way that requires additional services and/or materials to achieve the intended result. Any such increase will require the advanced written approval of the Customer.

**Taxes:** All applicable taxes will be applied at the time of invoicing and passed on to the Customer.

**Payment:** Payment terms for all invoices associated with this Agreement are net-30 days from the invoice date. Spencer reserves the right to charge 1.5% per month on past due accounts, unless invoices are reasonably disputed by Customer.

**Delays and Limitations:** Services and materials to be provided in connection with this Agreement are subject to Spencer's ability to obtain materials, component parts, governmental laws, regulations, orders, ordinances and restrictions that may be in effect from time to time, strikes, lockouts and shortage of labor, acts of God and the elements and any other causes of delay beyond Spencer's control.

**Miscellaneous:** This Agreement and its performance by Customer and Spencer shall be governed by the laws of the State of Massachusetts and this Agreement shall be considered a contract made in Massachusetts. Customer agrees that it may bring suit against Spencer only in the State of Massachusetts, and for purposes of suit against Customer, submits itself to the jurisdiction of the courts of the State of Massachusetts.



## **Procedure for Placing a Service Request**

### **Spencer Technologies Online Portal – “Squire”**

Service requests may be initiated via Spencer’s online portal, “Squire”, at <https://squire.spencertech.com/CustomerPortal/Pages/Custom/Standard/Global/Login.aspx>. Users/passwords and service request templates must be set up prior to the initial service request.

### **Email**

Alternately, service request may also be initiated via email by sending a request to: [service@spencertech.com](mailto:service@spencertech.com) using the following format.

#### **The subject of the email should read**

“Priority Level/Site Name and Number/Requester’s Name/very brief summary of issue”

**Example: P1/Store#2/John Doe/Line 2 dead.**

**The body of the email** should describe the problem as clearly as possible, the site’s full address and phone numbers and the name of a site contact person, unless it is always to be the “manager on duty”. The reason to re-state the address and numbers despite the fact that we have them on file is to assure that we don’t dispatch to the incorrect site in the case of a typo. It also allows us a chance to verify the site to eliminate false dispatch due to misreading information. The person requesting the information should include a number at which they can be reached for questions pertaining to the email or that arise while the tech is on site.

**Spencer will respond via email** with an acknowledgement of the request. The response may simply state that the request has been received and that an ETA will follow or all of the requested information. If the requesting party does not receive confirmation from Spencer within 1-hour for high priority requests or 4-hours for any other request they should follow up with a phone call to our office at the number listed below. An ETA will be provided via email within the time limits listed on the SLA document.

**Summary of issue resolution** will be sent upon completion of the service call. If call occurs during non-business hours and resolution is reported via telephone a follow up email restating the event will be sent the following business day, at the latest.

Failure to adhere to email format above may result in delays for service which Spencer may not be held responsible.

**Spencer Technologies Service hours of operation are 24x7**

**Spencer Service number is 508-635-2100 (option 1).**



## **Escalation Process for Spencer Service**

We are committed to quality assurance and strive to maintain and improve high service standards. Should it occur that you are not satisfied with our services for whatever reason, the various escalation levels below are in place for you to address the issue expeditiously.

Our Escalation Process is designed to encourage the fast and efficient resolution of your issue at the first point of contact. You can expect our Level 1 team members below to do all in their power to resolve an issue in the first instance.

However, if at any point, you feel that your complaint is not being managed to your satisfaction, please follow the Escalation Process noted below:

### **Escalation Level 1**

Spencer Service Team

[Service@spencertech.com](mailto:Service@spencertech.com)

O: 508-635-2100,  
option 1 (service) then option 6 (to avoid queues)

### **Escalation Level 2**

Robert Lyons, Day Shift - Service Team Lead

[RLyons@spencertech.com](mailto:RLyons@spencertech.com)

O: 508-635-2182

Kayla Camoreyt, Evening Shift - Service Team Lead

[KCamoreyt@spencertech.com](mailto:KCamoreyt@spencertech.com)

O: 508-635-2112

### **Escalation Level 3**

Brandi Gauthier, Service Manager

[Bgauthier@spencertech.com](mailto:Bgauthier@spencertech.com)

O: 508-635-2076

C: 774-502-6635

### **Escalation Level 4**

Theresa Borgerson, Vice-President of Operations

[TBorgerson@spencertech.com](mailto:TBorgerson@spencertech.com)

T: 508-635-2003

C: 774-364-0284



### *Service Level Agreement Acceptance Form*

#### Authorization to Proceed

NAME OF AGREEMENT: Customer Service Level Agreement

SPENCER PROPOSAL OFFERED BY: Tanveer Chowdhury

DATE: 11/4/2016

I accept the attached SLA in its entirety.

The agreement will begin immediately, or on the date as stated in this agreement above.

Customer		Spencer Technologies, Inc.	
Signature:		Signature:	Tanveer Chowdhury
Name:		Name:	Tanveer Chowdhury
Title:		Title:	Business Development Manager
Date:		Date:	11/4/2016

---

Please send the executed Authorization to Proceed form to:  
Spencer Technologies, Inc.  
Fax: 508-595-9798  
ATTN: Tanveer Chowdhury

Or

Email: [TChowdhury@spencertech.com](mailto:TChowdhury@spencertech.com)