



SAMPLE

**EXHIBITB3-STANDARD
SUPPORT**

**(SERVICEFIRST TECHNICAL
SUPPORT PROGRAM)**



intertalksystems.com



1-833-55-ITALK



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CONFIDENTIALITY NOTICE

© Copyright InterTalk™ Critical Information Systems. All Rights Reserved.

The material contained herein includes information which is confidential and proprietary to InterTalk Critical Information Systems and may not be used or disclosed without prior written consent.

NOTE: Due to InterTalk's policy of developing continual improvements to our products, we reserve the right to alter specifications without notice.

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SAMPLE

SUPPORT PHILOSOPHY

“The job is not finished when the system is accepted - that is only the beginning.”

InterTalk Critical Information Systems, Inc. (“InterTalk”) is pleased to offer its customers post-warranty technical support for all its products and services. The ServiceFirst program is aimed at providing continued technical support for the InterTalk Critical Information System hardware and firmware, at a level that best suits the needs of the customer. Whether your operations require minimal support, or if you need 24/7/365 service, InterTalk’s ServiceFirst program ensures that your systems are covered.

ServiceFirst incorporates trouble ticket software designed to streamline logging, tracking, and resolution of customer support issues. This program provides customers a tool with which to initiate support requests via our online portal and receive continuous updates as the request progresses towards final resolution. This provides customers with easy access to all current and previous support requests and ensures that they have direct access to the support system.

Definitions

“TSR” – Technical Service Representative (InterTalk)

“SA” – System Administrator (InterTalk)

“Business Hours” – refer to standard InterTalk hours of operation, which are 08:00am to 16:00pm EST, Monday to Friday, excluding statutory holidays.

“Man Day” – refers to the 8-hour daily work period, between the hours of 08:00am and 16:00pm EST.

Facilities

InterTalk maintains an up-to-date staging and testing laboratory at its Dartmouth, Nova Scotia headquarters. This lab is equipped with all the necessary equipment and supplies required to address the support needs of our systems installed across North America, and around the world. A robust Virtual Private Network (VPN) enables InterTalk TSRs to recreate your system’s parameters as best as possible to help assess the reported fault. In some cases, the customer will be requested to provide log files from the customer site, as some network and configuration characteristics that are present onsite cannot be reproduced in the lab. In such a case, the TSR will work directly with the customer technician to address the problem.

VPN access must be permitted by the customer for InterTalk to provide a complete support program. Failure to provide VPN access to the customer system may result in longer resolution times.

QUALITY ASSURANCE

Quality and Security Management are InterTalk's mandate. InterTalk has adopted the following policy toward Quality Assurance:

Quality Statement

To provide products and services that consistently meet or exceed the needs of our customers in a timely manner, and to maintain a high level of customer satisfaction through superior personal service and continuous improvement.

This commitment to quality is evidenced by InterTalk's certification with the ISO 9001:2015 Quality Management Systems International Standard.

Further, InterTalk is the first and only North American console manufacturer to earn global ISO 27001:2013 certification for Information Security Management Systems ("ISMS"). The ISO 27001:2013 accreditation further entrenches InterTalk's standing as a global industry leader in information security.



All InterTalk employees are committed to achieving and maintaining this policy along with understanding, controlling and continuously improving the processes that deliver our products.

This policy, together with the combined commitment of management and employees, will ensure that InterTalk remains a leader in the design, manufacturing, installation and commissioning of critical and emergency communication systems.

■ INTERTALK CRITICAL INFORMATION SYSTEMS for:
SAMPLE CUSTOMER
ServiceFirst Technical Support Program

FAULT CLASSIFICATIONS

To effectively assess the nature of the support request, InterTalk has created a fault classification system to help differentiate requests of a critical nature to the operation of the system, to requests that require non-critical or general support. This classification system prioritizes requests from critical to informational and sets the response time(s) accordingly. Table 1 below defines each classification.

If after the problem evaluation a fault is found to be caused by factors external to the InterTalk system (including, but not limited to, network configuration changes, audio level setting changes, grounding issues, etc.), then the time spent on the issue shall be billable at the defined rates.

Priority Classification	Priority Criteria	Response	Response Time
TOPBUG (TB) "System Down"	The InterTalk system is experiencing a failure that is, or may soon, seriously impact Client's operations (ex: System outage).	The TSR will quickly escalate the problem to the most knowledgeable developer on staff who can assist in resolving the problem. This resource will be immediately reallocated from other projects or other non-TOBBUG they are working on until the problem is (a) resolved, or (b) downgraded to non-TOPBUG status. The fault may be downgraded to Priority 0 or 1 if a workaround or temporary patch is found. Determination of classification shall depend on the nature of the issue.	Acknowledgment within 5 minutes of service request.
Priority 0 (P-0) "System Impediment – Call Back Required"	The InterTalk system is functioning, but there is a serious non-conformance to the system specification.	The TSR will diligently work on resolving the problem report. If required, the TSR will escalate to a knowledgeable and qualified person on staff, who will be reallocated from whatever project or other non-TOPBUG they are working on until the problem is (a) resolved, or (b) downgraded.	Acknowledgment within 30 minutes of service request.

Priority 1 (P-1) “System Impediment”	InterTalk product is functioning but there is a minor non-conformance from the product specification (ex: side tone in the Audio Controller)	TSR will schedule resources as available to address the problem in a planned release.	Acknowledgment within 24-hours of service request.
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Procedures for each of the *Priority Response Levels* will be as follows:

If this is a TOPBUG then:

The objective of the TSR, with the support of the developers, is to find a workaround to the TOPBUG as soon as possible. This allows the reported trouble to be downgraded to priority 0 or priority 1 without requiring a software solution be installed without adequate testing and planning.

- The TSR works with Client technician to isolate and reproduce the problem using the resources in InterTalk’s dedicated support lab and those at Client.
- The TSR quickly escalates the problem, if need be, to the most knowledgeable developer on staff who can assist in resolving the problem. The most knowledgeable developer on staff will be immediately reallocated from whatever project or other non-TOPBUG they are working on until the problem is resolved or downgraded. (This includes both hardware and software developers.) The developer may contact Client directly for more information.
- A workaround (or patch) is found.
- The TSR tests the workaround (or patch) in the InterTalk lab.
- The TSR releases the workaround (or patch) to Client with a short release note and shall remain on priority standby for the 2 days following the implementation of the workaround. The TSR will also attempt, on a best effort basis, to put a developer on priority standby for escalations from the TSR.
- The TSR ensures that the release is fully version controlled and documented in a formal release note.
- The TSR follows up with Client to ensure the problem is resolved and then closes it in the Customer Support System.

Else if this is a Priority 0 bug then:

The objective of the TSR, with the support of the developers, is to find a workaround or solution to the priority 0 bug within 5 business days and to install and monitor the solution in a controlled fashion with adequate testing and planning.

- The TSR works with Client technician to isolate and reproduce the problem using the resources in InterTalk's dedicated support lab and those at Client.
- The TSR escalates the problem, if need be, to a knowledgeable and qualified developer on staff within 2 business days. The developer may contact Client directly for more information.
- A workaround or fix is found.
- The TSR tests the workaround or fix in the InterTalk lab for "side effects".
- The TSR releases the workaround or fix to Client with a short release note and goes on priority standby for the 2 days following the implementation of the release. A developer is also put on priority standby for escalations from the TSR.
- The TSR ensures that the release is fully version controlled and documented in a formal release note.
- The TSR follows up with Client to ensure the problem is resolved and then closes it in the Customer Support System.

Else if this is a Priority 1 bug then:

The objective of the TSR, with the support of the developers, is to find a workaround or solution to the priority 1 bug within 8 business days and to install and monitor the solution in a controlled fashion with adequate testing and planning.

- The TSR works with Client technician to isolate and reproduce the problem using the resources in InterTalk's dedicated support lab and those at Client.
- The TSR escalates the problem, if need be, to a knowledgeable and qualified developer on staff within 2 business days. The developer may contact Client directly for more information.
- A workaround or fix is found.
- The TSR tests the workaround or fix in the InterTalk lab for "side effects".
- The TSR releases the workaround or fix to Client with a short release note and goes on priority standby for the 2 days following the implementation of the release. A developer is also put on priority standby for escalations from the TSR.
- The TSR ensures that the release is fully version controlled and documented in a formal release note.
- The TSR follows up with Client to ensure the problem is resolved and then closes it in the Customer Support System.

SUPPORT REQUESTS

Customers submit technical support requests to InterTalk's *Client Care* system via:

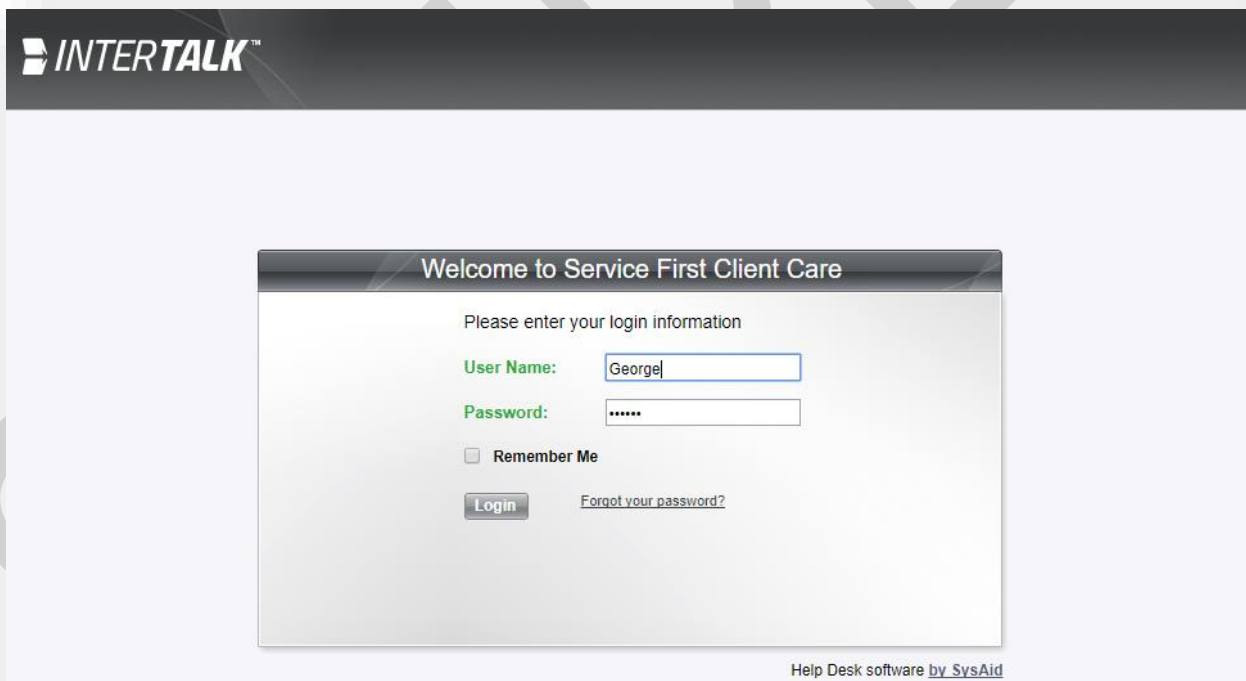
- 1) Online submission using a link to the *Client Care* platform:

<https://intertalk.sysaidit.com>

- 2) Phone submission via the *Client Care* number, **+1 833-55-ITALK (48255)**, select **Option 1**. In a phone submission, the customer will be asked questions to complete a service request. The completed request is submitted to the *Client Care* software.

How to Submit a Technical Support Request Online

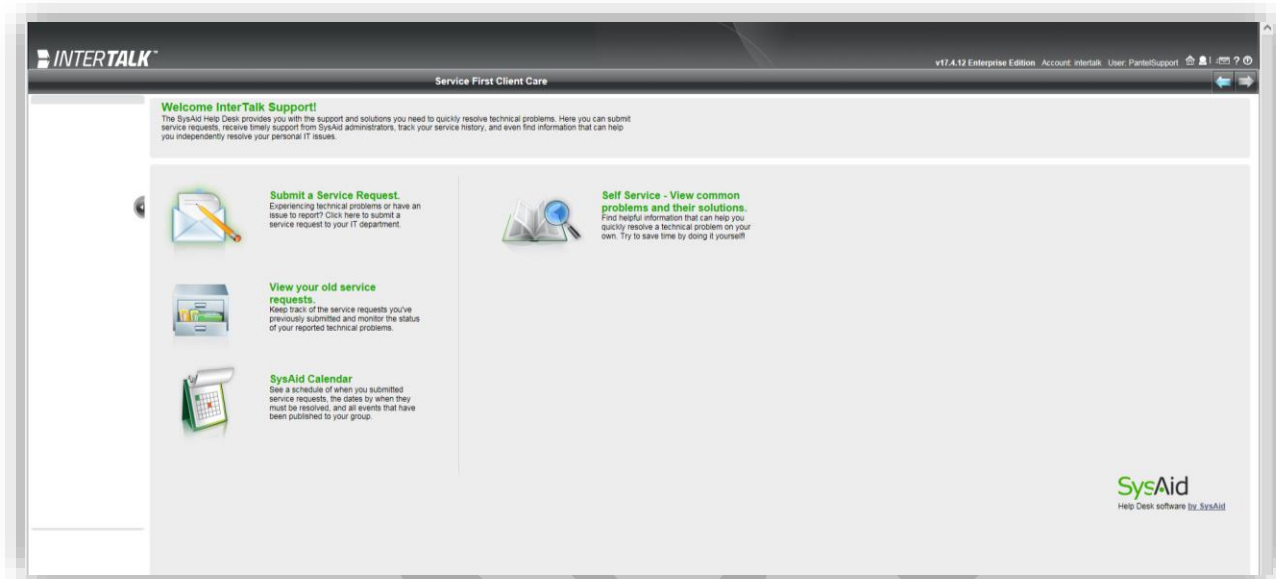
To submit an online technical support request, a Customer must login to the *Client Care* software via the web link provided above. This link will take the customer to the *Client Care* **Login Page**. The image below illustrates a screen capture of the **Login Page**.



The screenshot shows the InterTalk Client Care login interface. At the top, the InterTalk logo is displayed. Below it, a window titled "Welcome to Service First Client Care" contains a login form. The form prompts the user to "Please enter your login information" and includes fields for "User Name" (containing "George") and "Password" (masked with dots). There is a "Remember Me" checkbox and a "Login" button. A link for "Forgot your password?" is also present. At the bottom right of the page, it says "Help Desk software by SysAid".

Each Customer is provided a **User Name** and **Password** by the InterTalk IT Department to log into the *Client Care* platform. Enter the provided customer **User Name** and **Password** into the *Client Care* login page and click, login.

After logging into the Client Care software, the customer will be brought to the **Help Desk**, which is considered “Home” in the *Client Care* system, and shown in the following screen capture:

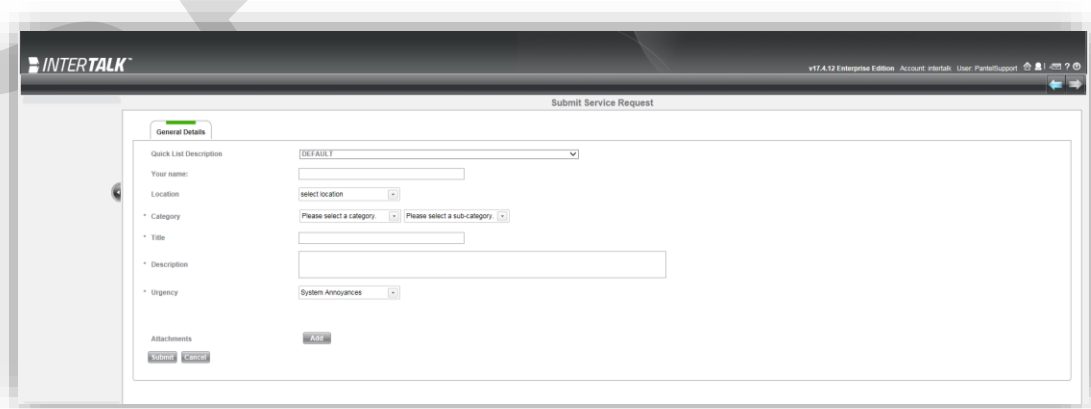


The Help Desk page provides the customer with two options; **Submit a Service Request** or **View your old service requests**. To submit a service request, click on the “[Submit a Service Request](#)” link or [icon](#). To review pending or previous service requests, click on the “[View your old service requests](#)” link or [icon](#).

Filling out a “Submit Service Request”

As a Customer, the “[Submit Service Request](#)” page is the main link to the Client Care staff who will address the submitted request. To ensure the submitted request is understood, be as clear and precise in the choice of options and description as possible.

The screen capture below illustrates the “[Submit Service Request](#)” page.



Fill out the “Submit Service Request” page. Please provide information for a customer contact within the “Description” section of the submission, if needed. This person will be the link to the *Client Care* staff assigned to the case for the implementation of a resolution to the service request. The following sections provide descriptions of the items to fill out within the submission page.

a) Category

In the first drop-down box, select a category most closely related to the service request. The selection of a specific category will provide access a selection of sub-categories in the second drop-down box. Select the sub-category most closely related to the service request.

Ex: Category ► General ►► Sub-Categories ► Console Operations
 ► General Inquiries
 ► Hardware Upgrades
 ► Node Operation
 ► Site Visit Request
 ► Software Upgrades
 ► Training Request

b) Title

Enter a (brief) title that best describes or summarizes the technical service request.

c) Description

Enter a description of your service request that is clear, detailed, and conveys enough about the nature of the technical issue such that Client Care staff can assess the request. For information requests or non-technical issues, this section can be used to communicate what information or services a customer is requesting. Please include appropriate contact information in the Client Care submission (ex. Contact person’s name, phone, & email).

d) Urgency

This drop-down menu allows the customer to identify the current operational status of their system or equipment, and/or the level of a system issue. The following are the options under “Urgency” followed by a brief description:

System Down – “TOPBUG” ► Entire system is not functioning, and immediate attention is required.

System Impediment – Call Back Required (“Priority 0”, or “P-0”) ► System is partially functional. Call from INTER TALK’s Client Care staff requested ASAP.

System Impediment “Priority 1”, or “P-1” ► System is partially functional.

Technical Bug ► Some component of the system is down or malfunctioning with a “work-around” in place or possible.

System Annoyance ► System is functioning normally. Change desired to some functional or efficiency

Information Request

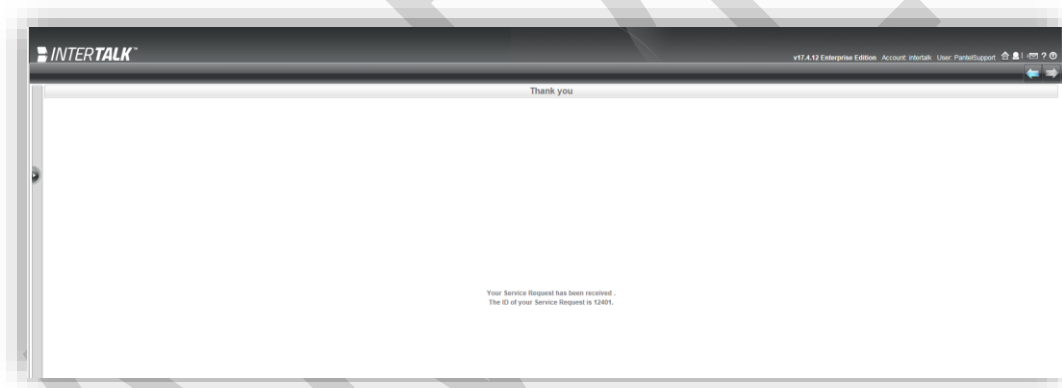
e) Attachments

The attachments section provides the Customer the option of including any documentation that might help Client Care staff resolve a submitted technical support request.

Ex: Log files, screen captures, pictures, etc.

After completing the “Submit service request” page, click Submit to enter the technical support request into the Client Care software. Client Care will acknowledge receipt of the support request and assign an ID number to the submitted request. See screen capture below.

To return to the Help Desk (Home), click the “house” icon in the upper left corner of the screen, or navigate previous pages using the “arrows” located in the upper right corner of the screen.



Viewing Pending or Past Submission Requests

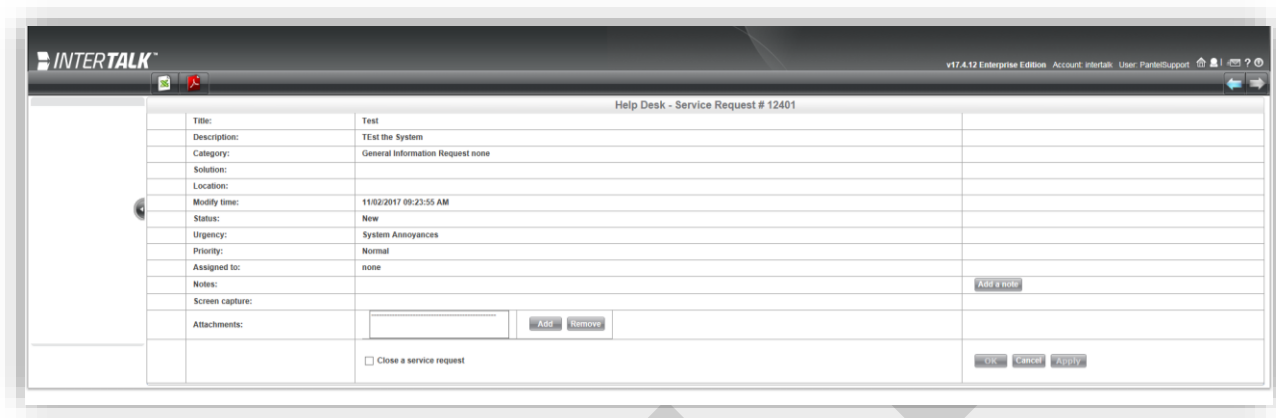
To view the status of pending technical support requests or to review closed submissions, click on the “View your old service requests” link or icon located on the Help Desk page. This will bring the Customer to the “View your old service requests” page, listing all open and closed service requests. The following screen capture illustrates this page.

ID #	Modify time	Category	Sub-Category	Title	Description	Status	Assigned to	Urgency	Priority	Solution	Location
12401	11/02/2017 09:23:55 AM	General	Information Request	Test	Test the System	New	none	System Announcements	Normal		
12329	04/17/2017 02:06:59 PM	General	General Enquiry	Test	Just Testing for Screen	Closed	InterTalk Support	System Announcements	Normal		
12316	03/17/2017 01:30:25 PM	InterTalk Application	WIC Console	Adding a New Group	Received a call from	Closed	InterTalk Support	System Announcements	Normal		
12296	02/08/2017 11:56:24 AM	General	Information Request	DEFAULT	A Test for the Email	Closed	InterTalk's RMA	Information Request	Normal		
12204	12/01/2016 11:14:47 AM	General	Information Request	Ticket Test	Testing the Ticket	Closed	InterTalk Support	Information Request	Normal		
11566	03/10/2017 11:26:52 AM	InterTalk Application	ILS	Edmonton VCCS	The Edmonton system	Closed	InterTalk Support	System Announcements	Normal		
11327	03/19/2015 01:29:12 PM	CommTalk	ILS App	CN MTL ILS1 Crash	We got a support call	Closed	InterTalk Support	System Announcements	Normal		
11299	01/06/2015 01:03:10 PM	InterTalk Application	ILS	Support Test Issue	This is a test report	Closed	InterTalk Support	System Impediment	Normal		
11054	07/02/2014 02:36:45 PM	General	Others	Testing the SysAd	Testing	Closed	none	System Announcements	Normal		
11039	07/02/2014 02:36:34 PM	General	General Enquiry	Testing the	Just testing the	Closed	none	System Announcements	Normal		

The following sections provide a description of the columns listed on the “View your old service requests” page:

- ID Number**
This is the ID number assigned to a customer’s submitted service request. Pending and past requests are listed according to the ID number.
- Modify Time**
This refers to the last time the technical service request was modified, either by the Customer or by Client Care staff assigned to the request.
- Category, Sub-Category, Title, Description, Urgency**
Information in these items comes directly from the submitted service request.
- Status**
This item refers to the current status of the submitted support request. The following are status categories:
Open ► The service request was reviewed by Client Care staff and is currently being handled.
Closed ► The service request was assessed, and a resolution reached.
- Assigned to**
This column lists the Client Care staff assigned to the technical service request
- Priority**
This item refers to priority given to the submitted support request after review by *Client Care*.

Click on any of the listed technical support requests and the following screen will open.



The screenshot displays the Intertalk v17.4.12 Enterprise Edition interface. The top navigation bar includes the Intertalk logo, version information, and user details (Account: intertalk, User: PartelSupport). The main content area is titled 'Help Desk - Service Request # 12401'. It features a form with the following fields:

- Title: Test
- Description: TEST the System
- Category: General Information Request none
- Solution:
- Location:
- Modify time: 11/02/2017 09:23:55 AM
- Status: New
- Urgency: System Annoyances
- Priority: Normal
- Assigned to: none
- Notes:
- Screen capture:
- Attachments:

At the bottom of the form, there is a checkbox labeled 'Close a service request' and buttons for 'Save', 'Cancel', and 'Apply'. A large 'SAMPLE' watermark is visible across the page.

The remainder of this page intentionally left blank.

PACKAGE PRICING

The ServiceFirst program has been designed to provide an all-inclusive support effort for your InterTalk System.

Annual Package Price	See quotation
Term of Service	One (1) year from agreement start date. Please see "Support Package Notes" 3 and 4 below.
Applicable Hours	Standard Business Hours 08:00 to 16:00 EST, Monday - Friday
After-Hours Support	<i>For service calls worked on outside of the applicable hours, all fault classifications shall be subject to the following rates:</i> \$200 per hour, 3-hour minimum charge
Applicable Software	ILS Systems: ILS, ICE, Q-Series Control Cards, RoIP Equipment
Applicable Hardware	RMA service available
Usage	Invoices will be generated monthly for any over/after-hours service hours. Detailed service reports will be generated on a quarterly basis.

SUPPORT PACKAGE NOTES

- Support requests resulting in the need for onsite technical support will be subject to reasonable travel and living expenses being billed upon resolution of the occurrence. Such expenses shall be billed at costs and receipts shall be provided upon request.
- Any prices shown are in USD.
- Payment terms - Balance due upon contract signing. Payment must be received prior to start of support activity.
- Term of Service – start/end date can be adjusted according to customer preferences and must be determined prior to activation of service agreement.
- Exclusions – this support agreement does not include service or support for personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by InterTalk, unless explicitly quoted by InterTalk.
- Software patches, including but not limited to 3rd party OS updates, or other 3rd party software updates, are not included in the ServiceFirst program. At no time shall any patches be made to the InterTalk system without the prior written consent of InterTalk, for risk of maintained operation and reliability.
- Return of Materials Authorization (RMA) is required from InterTalk to return goods. Please contact InterTalk service department to arrange RMA issuance.

TERMS AND CONDITIONS

Liability

- 1) InterTalk agrees to indemnify and hold harmless CUSTOMER from and against any and all damages, costs, claims, and expenses of whatever type or nature, including damage or destruction of any property, or personal or physical injury (including death) to any person arising out of InterTalk's acts or omissions, willful misconduct or its failure to perform, or comply with, the terms and conditions of this Agreement.
 - a) CUSTOMER agrees to indemnify and hold harmless InterTalk from and against any and all damages, costs, claims and expenses of whatever type or nature, including damage or destruction of any property, or personal or physical injury (including death) to any person arising out of CUSTOMER's acts or omissions, willful misconduct or its failure to perform, or comply with, the terms and conditions of this Agreement.
 - b) Neither party to this Agreement shall be liable to the other party for indirect, special, or consequential loss or damage, including loss of profits, even if such party has been advised of the possibility of such loss or damage.
 - c) Each party's liability to the other party for costs or damages arising out of a failure to fulfill its obligations under this Agreement shall not exceed the amount paid by CUSTOMER to InterTalk pursuant to this Agreement during the current annual term.

Confidentiality

- 2) InterTalk hereby acknowledges that all materials and information that have or will come into its possession or knowledge, in connection with this Agreement consists of confidential and proprietary data, whose use by or disclosure to third parties may be damaging to CUSTOMER. InterTalk agrees to hold such materials and information in the strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees, contractors and consultants of InterTalk requiring such information, and not to release or disclose it to any other party. InterTalk shall require its subcontractors and suppliers to adhere to the standards of confidentiality stated herein.
 - a) CUSTOMER hereby acknowledges that all materials, information, and licensed programs (including all InterTalk proprietary software and interfaces) that has or will come into its possession or knowledge, in connection with the Agreement consists of confidential and proprietary data, whose use by or disclosure to third parties may be damaging to InterTalk. CUSTOMER agrees to hold such materials, information, and licensed programs (including all InterTalk proprietary software and interfaces) in the strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees, contractors and consultants of CUSTOMER requiring such information, and not to release or disclose it to any other party. CUSTOMER shall ensure the same confidentiality from all its subcontractors and suppliers.

Assignment

- 3) Neither InterTalk nor CUSTOMER shall assign any of their rights and obligations arising under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

Notice

- 4) Any notice or other communication required or permitted to be given by either party hereto to the other party shall be in writing, shall be delivered or transmitted personally addressed to the party to which it is to be given as follows:

a) To CUSTOMER:

SAMPLE

b) If to InterTalk Critical Information Systems, Inc.:

Chris Oldham
President
371 Cutler Avenue
Dartmouth, Nova Scotia
B3B 0J5

From time to time, either party may designate an alternate contact by notification to the other party in writing.

Arbitration

- 5) The parties hereto shall endeavor to resolve amicably by negotiation between them all disputes or disagreements with respect to any matter in this Agreement or the interpretation of any provision hereof, or to the performance of the parties hereto. Failing such resolution within 60 days, either party may refer such dispute or disagreement to arbitration in accordance with the Commercial Arbitration Act (Nova Scotia) by notice to the other, provided that neither party may refer to arbitration the termination of this Agreement by the other party or the grounds therefore. Any award or decision resulting from arbitration shall be final and binding upon the parties hereto.

Survival

- 6) The obligations in Sections 1 and 2 outlined in the Terms & Conditions of this Agreement and all rights, obligations, liabilities and warranties as may have accrued to the date of termination shall survive the termination of this Agreement.

Waiver

- 7) No waiver by either party of any breach of the provisions of this Agreement shall be effective or binding on such party unless so expressed in writing. A waiver of any right under this Agreement on the part of either party shall not be deemed to be a waiver of any other right and a waiver of any right in any one instance shall not be deemed to be a waiver of that right in any other instance.

Invalidity

- 8) If any provision of this Agreement is for any reason deemed invalid under the Governing Law, that provision shall be considered separate and severable from this Agreement. The other provisions of

this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

Governing Law

- 9) This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

Service Warranty

- 10) InterTalk warrants that they have the required skills and ability to perform the services contemplated by this Agreement and that all such services shall be performed in a good and workmanlike manner.

Entire Agreement

- 11) This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained within this agreement. There are no representations, undertakings or agreements of any kind between the parties respecting the subject matter hereof except those contained in this Agreement. This Agreement may be amended only by written instrument executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized representatives effective as of the date and year last written below:

SAMPLE CUSTOMER

**InterTalk Critical Information
Systems Inc.**

By:

(Signature)

By:

(Signature)

Name:

Name:

Title:

Title:

Date:

Date:
