

Service Document for Flex Manage Services (Reseller)

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Document Control Information

Version History			
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1. Document Purpose

This document describes Exponential-e's Flex Manage Services and the service-specific terms and conditions that apply in addition to the General Terms and Conditions of the Partner's Master Partner Reseller Agreement with Exponential-e (the "General Terms"). Capitalised terms used herein which are defined in the General Terms or the Additional Terms (Section 7) of this Service Document shall be afforded their defined meanings throughout.

2. Flex Manage Service Elements Overview

The Flex Manage Service is comprised of Standard Support Elements and Customisable Support Elements as described below.

3. Flex Manage Service – Standard Support Elements

The Standard Support Elements of the Flex Manage Service are detailed below. Standard Support Elements are included by default on all items covered by the Flex Manage Service. Where only the Standard Support Elements are contracted for, "Flex Manage – Monitoring" will appear on the Order Form.

Service Desk and Incident Management

Exponential-e's Service Desk is manned 24 x 7 x 365 by engineers for the reporting of incidents. The Service Desk is aligned to ITIL and industry best practice and underpinned by ServiceNow, Exponential-e's ITIL-based management platform. Details on how to contact the Exponential-e Service Desk reporting can be found in the "Customer Support Handbook", a copy of which is available upon request from Exponential-e.

Where Exponential-e becomes aware of a fault with Supported Items, the Partner will be alerted as soon as Exponential-e's Service Desk becomes aware of the fault and an incident ticket will be raised by Exponential-e. When it is the Partner/End User who first detects the fault, it should be reported by telephone or email by the Partner to Exponential-e's Service Desk, or logged as an incident in the customer support portal.

For all logged incidents a priority will be set in accordance with the following table. This is automatically set for incidents raised by Exponential-e's Remote Monitoring and Management (RMM) tool, and will be set by the Exponential-e Service Desk for faults detected by Exponential-e outside of the RMM tool. For incidents logged to the Service Desk by the Partner, the priority can be set by the Partner, acting reasonably, when logging the incident, either via email or telephone.

Severity Level	Description
S1	A critical business service is non-operational impacting the Partner/End User organisation, multiple users or multiple sites; or severe functional error or degradation of service affecting production, demanding immediate attention. Business risk is high, with immediate financial, legal or reputational impact.
S2	The Partner / End User is experiencing failure or performance degradation that severely impairs operation of a critical business service; or the Partner / End User or service has been affected, although a workaround may exist; or application functionality is lost; or significant number of users or major site is affected. Business risk is high.
53	The Partner / End User is experiencing a problem that causes moderate business impact. The impact is limited to a user or a small site; or incident has moderate, not widespread impact; or the Partner / End User or IT service may not have been affected. Business risk is low.
S4	Standard service request (e.g. User Guidance); or updating documentation. Low or Minor localised impact.

Incidents will be escalated by the Service Desk upon reasonable request from the Partner or as deemed reasonable by Exponential-e.

Change Management

Exponential-e will operate an ITIL-based change management process for all planned and unplanned changes to the Supported Items.

Problem Management

Exponential-e will operate an ITIL-based problem management process to initiate root cause analysis following identification of incident trends. Trend analysis will be undertaken on a monthly basis.

Release Management

Exponential-e will operate a bespoke ITIL-based release management process to address patching and software release updates for the Supported Items. Details will be agreed in writing with the Partner.

Capacity Management

Exponential-e will operate a capacity management process to continuously monitor available capacity on the Supported Items and pro-actively alert the Partner when capacity thresholds have been triggered. Appropriate capacity thresholds will be agreed with the Partner in writing.

Update Management

Exponential-e will operate an update management process to provide updates to the Supported Items as Exponential-e reasonably deems necessary.

Monitoring

Exponential-e will employ the use of a Remote Monitoring and Management (RMM) solution to monitor key health statistics of the Supported Items such as CPU speed, RAM usage, disk space utilisation (as applicable). The RMM solution will carry out regular automated health-checks as agreed in writing with the Partner. Issues will be automatically logged within ServiceNow. Exponential-e will alert the Partner of all detected issues that may be service-affecting. Thresholds that are missed that are not service-affecting will be recorded by the Service Desk.

Configuration Backup

Exponential-e will set up and manage the running of configuration backups for the Supported Items to occur on a monthly basis or following significant changes (as defined by Exponential-e acting reasonably). For the avoidance of doubt, this does not include backups of any data or content within the Supported Items. Reporting

Exponential-e will provide monthly performance and management reports to the Partner which will include incident reporting along with trend analysis.

4. Flex Manage Service – Customisable Support Elements

The Customisable Support Elements of the Flex Manage Service are:

- Enhanced Operational Management (either OS Managed or Fully Managed, each as described in a Schedule to this Service Document)
- Coverage Hours the Flex Manage Service (with the exception of the availability of the Service Desk for incident reporting) will be provided to the Partner during the Coverage Hours specified on the Order Form (either Business Hours (BH), Extended Hours (EH) or 24 x 7)

Coverage Hours	
Business Hours (BH)	0900 – 1700 (Monday to Friday excluding UK Bank Holidays)
Extended Hours (EH)	0800 – 1800 (Monday to Friday excluding UK Bank Holidays)
24 x 7	24 x 7 (including UK Bank Holidays)

The Customisable Support Elements will be included to the extent set out in the Order Form. The type and number of Supported Items will be set out on the Order Form (e.g. 137 servers) with the specific details of the Supported Items (e.g. server name) being agreed in writing by the Parties during On-boarding.

5. Service Commencement Date

The Service Commencement Date for a Supported Item is the date that the Supported Item has been on-boarded by the Exponential-e Service Desk, and Acceptance Testing (where applicable) has been successfully completed.

6. Service Level Agreement

Exponential-e will use all reasonable endeavours to meet the "Target Response Time" and "Target Fix Times" set out in the following table:

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Severity Level	Target Response Time	Target Fix Time (Within Coverage Hours)	Updates*
S1	15 minutes to respond	4 Hours to resolve	Every hour
S2	15 minutes to respond	8 Hours to resolve	Every 2 hours
S3	30 minutes to respond	4 days to resolve	Every 2 days
S4	30 minutes to respond	7 days to resolve	Every 3 days

* unless otherwise agreed with the Partner on an individual incident basis.

Response Time covers the time for Exponential-e to acknowledge the incident report and to indicate to the Partner likely timescales for dealing with the incident. Fix Time covers the period after the incident has been acknowledged (i.e. a ticket has been raised) during which a temporary or permanent fix is put in place. Exponential-e will use all reasonable endeavours to provide updates to the Partner in relation to resolution efforts to the incident at the frequency specified in the above table. In the event that the Target Response Times set out in the table above are not met other than due to Excused Reasons (as set out below), the Partner shall be entitled to claim a Service Credit calculated in accordance with the following table:

Time to Respond -	Time to Respond - High	Total Number of Calls or Portal	Service Credit
Critical (S1)	(S2)	Cases per Month Where Time	
		to Respond Exceeded	
Greater than 15	Greater than 30	1-2	5% of the monthly Flex
minutes	minutes		Manage charge
Greater than 15	Greater than 30	3-5	10% of the monthly
minutes	minutes		Flex Manage charge
Greater than 15	Greater than 30	Greater than 5	15% of the monthly
minutes	minutes		Flex Manage charge

The maximum amount of Service Credits payable pursuant to the above table in any calendar month shall be limited to fifteen percent (15%) of the monthly Flex Manage charge. Monthly charge is the Annual Charge divided by 12.

Excused Reasons

Exponential-e shall have no liability for any failure to meet any target service levels due to, or as a result of, any of the following reasons:

- Any Force Majeure Event;
- Suspension of service in accordance with the Contract;
- Partner / End User default or delay, or any negligent, wilful or reckless act, fault or omission by the Partner / End User (or users of the Service for whom the Partner / End User is responsible pursuant to the Contract), or any of their representatives, employees, agents or sub-contractors; and/or
- the Partner not being contactable via the contact details provided by the Partner.

Service credit claims must be submitted to <u>clientrelations@exponential-e.com</u> within thirty (30) calendar days of the end of the calendar month in which the failure to meet the target service level occurred. Any service credit claims not raised by the Partner within this period are irrevocably waived. If service credits claimed are rightly due, they shall be calculated in accordance with this section (such service credits being a genuine pre-estimate of loss, not unconscionable and not a penalty) and shall be applied to the Partner's account. Service credits are the Partner's sole and exclusive remedy with respect to any failure to meet any target service levels.

7. Additional Terms

The following terms and conditions apply to the Flex Manage Services in addition to the General Terms.

7.1 **DEFINITIONS**

7.1.1 In this Service Document, the following terms shall have the meanings assigned to them below:"Coverage Hours" as described in Section 4 of this Service Document and specified on the

Order Form;

"End of Service Life"	any Supported Items which the vendor no longer supports;
"On-Boarding"	the process whereby Exponential-e accepts Supported Items and starts
	to apply the Flex Manage Service to them;
"Recommended State"	a state that complies with industry best –practice guidelines and/or any
	recommendations made by the relevant vendor/licensor;
"Supported Items"	the items covered by the Flex Manage Service, as agreed in writing by
	the Parties during On-boarding.

7.2 SERVICE PROVISION

- 7.2.1 Exponential-e shall have no obligation to provide the Flex Manage Services where issues arise from:(i) misuse, inappropriate use of, or damage to, the Supported Items;
 - (ii) failure on the part of the Partner / End User to keep the Supported Items in a Recommended State; (iii) failure to maintain the necessary environmental conditions for use of the Supported Items; or

(iv) relocation or installation of the Supported Items without prior written notice being given to Exponential-e.

- 7.2.2 The Partner/End User shall only relocate or re-install the Supported Items using suitably qualified employees.
- 7.2.3 Exponential-e reserves the right to refuse to provide the Flex Manage Service for any Supported Items that are deemed End of Service Life. End of Life Supported Items will be supported on a reasonable-endeavours basis only.

7.3 ADDITIONAL ON-BOARDING

7.3.1 The Charges set out on the Order Form for the Flex Manage Service includes the On-boarding of the specified type and number of Supported Items (e.g. 137 physical servers). Should the Partner wish to replace a Supported Item with a replacement, it will count as an additional On-boarding and shall be chargeable in accordance with Exponential-e's then standard rate for On-boarding the replacement item.

7.4 PARTNER RESPONSIBILITIES

- 7.4.1 The Partner / End User shall take all reasonable steps to ensure that all Supported Items are in a manufacturer-supported state.
- 7.4.2 The Partner shall provide (or shall procure that the End User provides) Exponential-e with such remote access to the Supported Items as may reasonably be required for the purpose of performing the Flex Manage Service.
- 7.4.3 Support of Supported Items not provided by Exponential-e other than those of Citrix, Microsoft and VMWare is conditional upon the Partner / End User having an active support agreement in place with the relevant manufacturer/licensor or authorised maintainer.

7.5 FEES

7.5.1 Where an incident cannot be resolved remotely by Exponential-e, and Exponential-e needs to attend the End User Site or the Exponential-e Data Centre where the Supported Items are located, Exponentiale's standard call-out rates shall apply in addition to the Charges for the Flex Manage Service.

SCHEDULE A: SERVICE DEFINITION FOR ENHANCED OPERATIONAL MANAGEMENT LEVEL - OS MANAGED

The Enhanced Operational Management Level – OS Managed provides operational management of the Supported Items up to the Operating System (OS) level. Management of the Supported Items is therefore shared with the Partner / End User, with the Partner / End User performing support and management of the applications and services installed on top of the Operating System. Applications are considered functions that run on the server, above and beyond the OS. This includes Windows server features and roles e.g. Active Directory, IIS, File and Print services. Product upgrades are not included with this Enhanced Operational Management Level. Monitoring and patching are included for the Operating System only and are not extended to the applications installed on top of the Operating System.

Exponential-e's responsibilities with respect to the OS Managed Enhanced Operational Management Level are as follows, to the extent relevant to the Supported Items. The Partner / End User is responsible for all management not included within Exponential-e's responsibilities.

Aspect	Exponential-e's Responsibilities	
Anti-spam	None	
Anti-virus	 Set up and manage AV configuration settings including recommended vendor exclusions for the OS. Monitor and manage AV signature downloads and application. Install and configure agent software on new managed servers. Carry out product and agent upgrades. Monitor and notify the Partner of any detected virus infections. Produce monthly reports covering server AV health. Exponential-e shall have no responsibility for any virus infection that would have been stopped had an update requested by Exponential-e been undertaken when requested. 	
Capacity Planning	 Server performance capacity monitoring and analysis. Collect and aggregate OS performance data from automated and hands-on monitors as it relates to the Supported Items. Provide reports on this collected data on a monthly basis. Ongoing planning for future growth involving trending of OS performance and usage patterns. Recommend and dialog with the Partner to enact environment changes. Discuss possible remediation options with the Partner to address capacity bottlenecks. 	
Disaster Recovery and Business Continuity	 Engage application stakeholders and key decision makers of the Partner / End User to determine suitability to execute DR processes. Participate in DR exercises for the managed servers once a year (capped at 7.5 hours professional services delivered remotely unless agreed otherwise in writing by the Parties). Coordinate with the Partner's / End User's representatives to execute DR processes at the Partner's approval. 	

Aspect	Exponential-e's Responsibilities	
	• Develop the IT Disaster Recovery and Business Continuity Plans with the Partner / End User.	
Licensing	 Exponential-e is responsible for licensing and licensing maintenance under the Contract to cover: Monitoring and management agents as applicable for the Supported Items 	
Patch Management	 Updating the managed servers manually or via an alternate management platform, at Exponential-e's discretion. Review and test critical Microsoft OS updates. Install critical and security OS updates onto managed equipment on a monthly schedule. Install non-critical OS updates onto Supported Items as per agreed schedule. Notify the Partner of proposed OS updates to the Supported Items. Carry out software OS patches to the Supported Items. Configure all managed equipment for manual update installation by the Service Desk. Invoke the emergency update procedure when updates are identified by the Partner or Exponential-e as urgent. This procedure is a variation of the regular update installation procedure and aims to expedite the time needed to install the update without unduly risking the operation of the servers or applications affected. Define the update and emergency update procedures jointly with the Partner / End User and document this process. Major OS version upgrades or version upgrades that require a reinstallation to be performed will be approached as project work and is out of scope of the Contract. 	
Performance Testing	 Perform OS and service testing on request from the Partner as required in response to a perceived performance issue. Perform OS and service testing on a monthly schedule. Recommend configuration changes to reduce bottlenecks. 	
Reporting	• Delivering monthly performance and management reports which includes resource usage with trend analysis, monthly patch position, backup history, capacity reports, and incident reports.	

SCHEDULE B: SERVICE DEFINITION FOR ENHANCED OPERATIONAL MANAGEMENT LEVEL -FULLY-MANAGED

The Enhanced Operational Management Level – Fully-Managed provides operational management for the Supported Items up to and including the Application level. Management of the Supported Items is therefore solely the responsibility of Exponential-e and the Partner / End User does not perform any support or management for the Supported Items. Applications installed on the Supported Items and built-in services such as Active Directory or IIS are included within this Enhanced Operational Management Level. Minor product upgrades for the Operating System as well as applications are included in this Enhanced Operational Management Level provided that this can be achieved through an in-place product upgrade (no new build and/or migration required). This includes hardware firmware and minor version upgrades. Major version upgrades are not included. All day-to-day management activities are included with this Enhanced Operational Management Level such as expanding storage volumes or LUNs on servers or on storage devices and configuration tasks.

Exponential-e's responsibilities with respect to the Fully Managed Enhanced Operational Management Level are as follows, to the extent relevant to the Supported Items, unless specifically agreed otherwise with the Partner in writing during On-boarding (changes may incur additional charges). The Partner / End User is responsible for all management not included within Exponential-e's responsibilities.

Aspect	Exponential-e's Responsibilities
Active Directory	 Infrastructure management such as the creation, modification, or deletion of AD sites, site links, subnets, trusts. Carry out monthly health checks. Monitor and manage AD replication. Creation and management of Group Policy Objects for all managed servers. Restore deleted Active Directory objects using AD Recycle Bin functionality when implemented). Creation and management of service accounts for Managed Services Backup of Active Directory database. Restore of Active Directory database (as required and upon approval from the Partner). Notify the Partner of any Group Policy changes that may affect the managed servers.
ADFS	 Managing the ADFS Farm topology. Managing the Trust Policy on Federation Servers. Managing Certificates used by Federation Servers. Create claims provider trusts.
Anti-spam	• None
Anti-virus	 Set up and manage AV configuration settings including recommended vendor exclusions for the OS and applications. Monitor and manage AV signature downloads and application. Install and configure AV agent software on migrated and new Managed Servers. Carry out AV product and agent upgrades.

Aspect	Exponential-e's Responsibilities
	 Monitor and notify the Partner of any detected virus infections. Produce monthly reports covering server AV health. Exponential-e shall have no responsibility for any virus infection that would have been stopped had an update requested by Exponential-e been undertaken when requested.
Application Management	 Conduct routine maintenance and management of application environments. Implement maintenance tools. Investigate application outages. Working with the Partner / End User and any third parties necessary to resolve application problems or outages. Investigate root causes for outages and application performance issues. Provide the Partner with regular updates on research/investigation efforts. Ensure that proper systems or management changes are put into place based on recommendations from application vendors.
Capacity Planning	 Server performance capacity monitoring and analysis. Collect and aggregate OS and application performance data from automated and hands-on monitors as it relates to the Supported Items. Provide reports on this collected data on a monthly basis. Ongoing planning for future growth involving trending of OS and application performance and usage patterns. Recommend and dialog with the Partner to enact environment changes. Discuss possible remediation options with the Partner to address capacity bottlenecks.
Citrix NetScaler	 Implement changes to the Citrix NetScaler infrastructure based on changing Partner requirements. Monitor Citrix NetScaler environment capacity. Monitor overall Citrix infrastructure health. Break fix remediation of all Citrix infrastructure issues and incidents. Assist the Partner / End User in eliminating the Citrix infrastructure as a possible cause of end user issues.
Citrix XenApp	 Implement infrastructure changes to the Citrix infrastructure servers based on changing Partner / End User requirements. Monitor Citrix environment capacity and communicating this to the Service Manager. Monitor overall Citrix infrastructure health. Ensure break fix remediation of all Citrix infrastructure issues and incidents. Provide gold image updates on a monthly basis with new approved software and patches.

Aspect	Exponential-e's Responsibilities	
	• Assist the Partner / End User in eliminating the Citrix infrastructure as a possible cause of end user issues.	
Disaster Recovery and Business Continuity	 Engage application stakeholders and key decision makers of the Partner / End User to determine suitability to execute DR processes. Participate in DR exercises for the managed servers once a year (capped at 7.5 hours professional services delivered remotely) unless agreed otherwise by the Parties in writing. Coordinate with the Partner's / End User's representatives to execute DR processes at the Partner's approval. Develop the IT Disaster Recovery and Business Continuity Plans with the Partner / End User. 	
Documentation	 Maintain solution design documentation for Supported Items. Maintain solution configuration documentation for managed server. Maintain solution testing documentation for managed servers. Implement and maintain version control for all documentation. 	
Enterprise Vault	 Check index health. Review archiving reports. Monitor the health of Enterprise Vault services. Remediate Enterprise Vault product faults. Minor product version updates. Review and update of Enterprise Vault policies 	
Exchange Server	 Monitor and manage Exchange Email Delivery (Transport) Services. Monitor and manage Exchange Client Access Services. Monitor and manage Exchange Database Services. Monitor and manage the general health of the Exchange email system and configuration to Microsoft best practices. Certificate management. Quota management and administration. Monitor Exchange email queues. Monitor Exchange transaction logs. Assist the Partner / End User in eliminating the Exchange infrastructure as a possible cause of end user issues. 	
File Server	 Produce monthly storage reports. Implement and manage disk, folder, and user quotas. Monitor and check that AV software is up to date and scheduled virus checks is run regularly. Manage file server configuration settings. Manage Windows file server features. Restoring deleted files or folders using Shadow Copy. 	
LAN Switches	 Monitor switch availability for all switches that support being managed. 	

Aspect	Exponential-e's Responsibilities
	 Switch configuration changes as required (unlimited changes per month). Break-fix (software) remediation of LAN switches. Replacement of failed switches. Maintain tidy switch cabling. Maintain switch configuration to best practice guidelines. Backup switch configuration (weekly).
Mail Security	 Exponential-e will be responsible for managing the mail security service under the Contract to cover: SPAM filtering policies Malware filtering policies Sending large email policies Mail delivery to Office 365 policies
Monitoring	 Proactive monitoring of all managed servers and equipment at regular intervals to collect system metrics (to be defined during managed service on boarding). Configure and maintain automated application and service monitors to notify Exponential-e of service and application outages and collect application and service availability data. Translate observed application behaviour into automated monitors as needed. Process alerts into application management response. Logging issues uncovered by monitoring to the Service Desk. Management and maintenance of the Remote Monitoring and Management (RMM) agent software.
Licensing	 Exponential-e is responsible for licensing and licensing maintenance under the Contract to cover: Monitoring and management agents as applicable for the Supported Items
Patch Management	 Updating the managed servers manually or via an alternate management platform, at Exponential-e's discretion. Review and test critical Citrix, AV and Microsoft application updates. Install critical and security OS and application updates onto managed equipment on a monthly schedule. Install non-critical updates onto Supported Items as per agreed schedule. Install critical and performance updates onto managed hardware on a quarterly schedule. Install non-critical and firmware updates onto managed hardware on a semi-annual schedule. Notify the Partner of proposed software and hardware updates to the Supported Items. Carry out software and hardware patches to the Supported Items.

Aspect	Exponential-e's Responsibilities
	 Configure all managed equipment for manual update installation by the Service Desk. Invoke the emergency update procedure when updates are identified by the Partner or Exponential-e as urgent. This procedure is a variation of the regular update installation procedure and aims to expedite the time needed to install the update without unduly risking the operation of the servers or applications affected. Define the update and emergency update procedures jointly with the Partner / End User and document this process. Exponential-e will both perform and be responsible for ensuring all firmware in relation to the Platforms is up to date quarterly. This will be performed in conjunction with the agreed change management approach. Exponential-e will both perform and be responsible for ensuring all patching and minor version upgrades in relation to the Platforms is carried out where it is possible to do so as an "in-place" change. This will be performed in accordance with the agreed change management process. Major version upgrades and version upgrades that require a reinstallation to be performed will be approached as project work and is out of scope of the Contract.
Performance Testing	 Perform OS, application, and service testing on request from the Partner as required in response to a perceived performance issue. Perform OS and application and service testing on a monthly schedule. Prepare and execute load simulations against managed application environments. Provide reports from these simulations. Analyse application behaviour during load simulations to help isolate performance bottlenecks. Recommend configuration changes to reduce bottlenecks.
Print Server	 Updating printer drivers as requested by the Partner, or once a year if required. Create printer objects and publish to Active Directory. Manage printer permissions as instructed by the Partner.
RADIUS & Two-Factor Authentication	 Monitor and manage the general health of the RADIUS service.
Redstor Titanium Appliances	 Firmware updates. Redstor minor software updates. Facilitate data centre access for Redstor maintenance activities.
Reporting	 Delivering monthly performance and management reports which includes resource usage with trend analysis, monthly patch position, backup history, capacity reports, and incident reports.

Aspect	Exponential-e's Responsibilities
SCCM	 Monitor and manage the general health of the SCCM system and configuration to Microsoft best practices. Assist the Partner / End User in eliminating the SCCM infrastructure as a possible cause of end user issues. Ensure all scheduled maintenance tasks run as necessary
SharePoint	 Monitor and manage SharePoint Application Services. Monitor and manage SharePoint Web Services. Monitor and manage Office Web App Services. Monitor and manage the general health of the SharePoint system and configuration to Microsoft best practices. Assist the Partner / End User in eliminating the SharePoint infrastructure as a possible cause of end user issues. Creation of web applications.
Squid Proxy Server	 Monitor Proxy service and operation. Remediate Proxy service faults. Day-to-day management of Squid Proxy service.
SQL Server	 Monitor and manage the general health of the SQL database system and configuration to Microsoft best practices. Manage standard SQL Server Service maintenance tasks. Monitor SQL Server transaction logs. Conduct standard SQL Server Database maintenance operations. Manage SQL Server permissions.
Web Security	 Exponential-e will be responsible for managing the web security service under the Contract to cover: Web browsing policies Malware detection policies Geo-location policies
Windows Update Services	 Manage patching options including products and classifications, automatic approvals, and run server clean-up wizard. Notify the Partner of essential updates. Approve authorised updates for install.
Wireless	 Monitor wireless infrastructure. Update wireless configuration. Break-fix remediation of faulty access points. Replacement of failed access points during scheduled site visits.