



Cloud Grid Services Service Level Agreement (SLA)

Key Metrics

- During normal business hours, Incidents will be responded to within four (4) hours after notification to the service provider using the Cloud Grid Help Desk.
- During normal business hours, Service Requests will be responded to within one (1) business day after notification to the service provider using the Cloud Grid Help Desk.

1. Purpose of Agreement

This Service Level Agreement (SLA) defines the services and service levels between the service provider, Cloud Grid Managed Services & Support (MSS), and the customers of that service (Customer). This SLA is designed to cover service related terms and conditions, costs, roles and responsibilities and provides a framework for communication, problem escalation and service resolution.

2. Length of the Agreement

This Agreement is effective on the date of the installation of services and will continue for a period the agreement. In the event of early cancellation, other agreements which Cloud Grid initiates on behalf of the client but are not in direct ownership of by the company Cloud Grid Networks (multi-year software and hardware maintenance contracts, or data line service contracts) will remain in effect for the remainder of the term even and in spite of the exclusion of a direct contract with Cloud Grid.

The SLA may be reviewed and/or modified, where appropriate, on an annual basis. The customer may cancel service, after the initial one year minimum requirement, by providing 30 days' notice, in writing, to the Cloud Grid Account Manager. The agreement begins when it has been signed by both parties and will automatically renew each year.

3. Service Description

MSS offers standards-based professionally managed Cisco, VmWare, Windows systems administration for Customer owned servers, either physical or virtual. Support services may include server hardening, planning, installation, configuration, security patches and updates, troubleshooting, monitoring, documentation, assistance with implementing a data backup strategy that meets the business requirements for the Customer and also for third party application installation and configuration. Any services provided outside of scope of this SLA are subject to additional charge. Under normal circumstances, MSS staff is available between 8 am - 5 pm Monday through Friday, excluding all holidays.

4. Cost Schedule

MSS's rates are defined in the client's individual proposal. Fees will be charged as determined in that agreement. If, during the fiscal year, there is an increase or decrease in the number of servers, or users the bill will be adjusted.

5. Communication

To make a Service Request or report an Incident, the Customer must email and/or call Cloud Grid support. Please provide information about the incident and call back information for testing. For urgent issues, both of the following methods should be used for creating a ticket.:

1. Send an email to your designated support representative(s).
2. Contact the Cloud Grid Help Desk 3054387400.



When calling outside of regular business hours, a voicemail can be left. All calls are linked to cell phones and if there is an urgent issue, we escalate the call as needed.

A **Service Request** means any request made by a customer to the MSS team for routine operational support. During normal business hours, Service Requests will be responded to within one (1) business day after notification to the service provider. Service Request changes will be made during normal business hours. Requests made after normal business hours may not be responded to until the following business day. Urgent requests may be escalated with a phone call to the support representative.

An **Incident** means any interruption of the normal function of the server/service where it is severely malfunctioning. During normal business hours, Incidents will be responded to within four (4) hours after notification to the service provider. Reports made after normal business hours may not be processed until the following business day. After-Hours requests for support and emergency support will be fulfilled on a best-effort basis.

6. Routine Maintenance

Because the central IT environment is regularly upgraded to allow for growth and change in the use of information technology, the Customer must expect routine maintenance to be scheduled periodically to comply with new standards and upgrades. MSS will notify the Customer when such work is needed. Growth or change initiated by the Customer may warrant a Service Review of their current environment.

7. Optional Data Backups

Customers may request data backups subject to additional charges. MSS will work with the Customer to implement a data backup strategy that meets their business requirements. In the absence of system availability due to network outage or other technical problems preventing access to the department's system(s), MSS will perform regularly scheduled (usually daily) data backups on covered systems. Backup recovery of individual files, whole folders, mailboxes or whole server recovery is available through this methodology. Additional services may include doing test backup restores and recoveries of servers to a test environment.

8. Optional Business Recovery and Continuity

Customers may request server replication and disaster recovery. MSS provides extensive disaster recovery or business continuity planning for Customers on both the voice and data side. Support for recovery is on an ongoing basis. Service includes testing recovery and working with client support personnel interested in initiating failover and failback procedures themselves.

9. Security

Each Customer is the owner of all data and is expected to use their professional judgment in managing risks to the information and systems they use and/or support. As the custodian and systems administrator of the system, MSS will make recommendations based on the site's data classification and risk assessment as determined by the Customer. Cloud Grid will implement owner approved solutions to protect the data. All security controls should be proportional to the confidentiality, integrity, and availability requirements of the data processed by the system. MSS will not be held liable for loss or compromise of data due to improper data security controls.

10. Responsibilities

MSS responsibilities in support of this agreement include:

1. One (1) hour of consultation included to gather requirements and provide a cost estimate for the initial service engagement.
2. Offer server provisioning and operating system management. *Operating system patches are reviewed for their criticality as they are released. Routine patches are applied on a consistent basis in order to minimize server outages. Security patches deemed critical may be applied outside the pre-defined maintenance window. Cloud Grid will not be responsible for any application failure, downtime or issues resulting from these mandatory updates.*
3. Provide operating system technical support and problem resolution.
4. Provide patch management for installed software. *Cloud Grid will install, support, maintain the installation of patches, firmware upgrades as needed, and manage the hardware and operating system of each server under this SLA.*
5. Assist with server lifecycle management. *The preferred deployment platform for all new servers is on our hosted infrastructure*
6. Implement a data backup strategy that meets the business requirements for the customer.
7. Provide basic system performance and network monitoring and troubleshooting. *Operational monitoring is provided for all managed systems.*
8. Coordinate with 3rd party vendors as needed.
9. Provide basic application deployment and basic database administration. *Cloud Grid will provide initial assistance in setting up applications to the point of functioning properly. MSS does not provide ongoing application support or development.*
10. Perform planned maintenance on a scheduled basis based during the maintenance window agreed to by MSS and the customer.
11. Provide the customer contact with notification of service disruptions and emergency maintenance as soon as feasible.
12. Review each service annually, or as agreed by both MSS and the Customer, to evaluate the IT needs of the customer and provide appropriate recommendations.
13. May provide administrative access to individuals designated by the Customer in order to perform application development, where feasible.



In order to protect the interests and assets of the client, Cloud Grid may be required to render services beyond those described in this document. Such additional support is provided at the discretion of the client management. This work may result in additional charges.

Customer responsibilities in support of this agreement include:

1. Assign and maintain an on-site departmental technical contact (liaison) for MSS. The technical contact will provide application support for the customer's application or can act as a liaison to the customer's application support group.
2. Use the processes defined in Section 5 of this SLA for requesting help and services.
3. Respond to MSS staff inquiries in a professional and timely manner.
4. Agree to a maintenance window for scheduled maintenance, either for the site or by system.
5. Maintain compliance with all software licensing requirements. The Customer must provide the necessary access to software and training for specialized departmental or proprietary services where required.
6. Adhere to relevant acceptable use and security policies and standards related to the acquisition, development, testing, implementation, and production usage of servers, software, networking, related systems, or data stored on their respective systems. *Cloud Grid will work with clients that are out of compliance with these rules. However, consistent violation of acceptable use or security infractions may require Cloud Grid to take necessary precautions to preserve the integrity of the hosted environment for other clients. This may include isolation or migration of compromised systems to another host or the client's environment.*
7. Consult with MSS before making hardware or software purchases related to supported systems.
8. Adhere to a hardware and software lifecycle which meets or exceeds the minimum configuration requirements for the systems supported for the customer based upon recommendations provided by MSS. *Software, hardware and services change over time. Cloud Grid will make recommendations to the client in order to improve and/or maintain quality service. Clients have the option to adhere to these suggestions or not. However, service may be impacted when old hardware dies, poor ISP services go down, or aging software needs support. Cloud Grid is not responsible for these outages or loss of productivity due to non-adherence to lifecycle changes. Cloud Grid will provide best effort to maintain and manage these less than optimal solutions.*
9. Maintain hardware warranties or provide timely payment for repair charges for any Customer provided equipment covered under the agreement, and pay for software costs associated with required upgrades for new features or security concerns.
10. Responsible for the development, installation, configuration, maintenance, patching, upgrade, troubleshooting and security of their business software. Any assistance requested from MSS required to meet these obligations may involve a Time & Materials charge.
11. Responsible for communicating specific service availability and any service interruptions or outages to application users.

11. MSS Service Levels

MSS Service levels include:

1. Operational support with no reasonable risk of causing disruption of a service will take place during normal business hours, M-F, 8 a.m. – 5 p.m.
2. Contacting the customer technology representative assigned and generating a case in the Connectwise ticketing system.
3. After-Hours requests for support and emergency support will be fulfilled on a best-effort basis. Priorities will be determined by Cloud Grid staff based on urgency and level of impact.
4. Occasionally, it is necessary for MSS staff to escalate a problem to another entity. In these instances, MSS staff cannot guarantee the response time of the other entities. MSS staff will continue to act as the contact point for cases that require support from an outside department.
5. MSS will prioritize and process incoming incident requests if it meets any one of the following criteria within covered service hours: *MSS Staff response to priority requests or incidents may delay response to other requests.*
 - o Number of people affected.
 - o Percentage of total tasks that can no longer be performed by individuals.
 - o Critical deadlines.
 - o Risk to safety, law, rule, or policy compliance.
6. Should there be a dispute about service rendered; escalations can be requested by the Customer to the direct management of MSS.

12. Data Services

Cloud Grid provides high speed low latency circuits over fiber metropolitan networks for connectivity to datacenter & internet services. Bandwidth is determined by network configuration and will be allocated to and agreed upon amount of bandwidth based on Agreement. Latency within Cloud Grid network will be sub 30ms from any connected customer site within the state of Florida. Packet loss is guaranteed to be under 1%.

Voice services are completely IP based where delay is guaranteed to be under 100ms and jitter to be under 50ms.

13. Term and Renewal

See Section 2

14. Billing and Payment

Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. All billing is due prior to the current month of service. Cloud Grid reserves the right to increase or decrease monthly recurring charges or any other rates at any time on at least 30 days' notice.



15. Service Outage Credits

Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Cloud Grid supported private network. In the event Customer rents equipment from Cloud Grid, such equipment shall not be considered "Services" for purposes of service credits under this Agreement. Acts of God such as weather events will not be considered an outage under this agreement.

16. Customer Moves

Customer will notify Cloud Grid if Customer's address changes, in which case Cloud Grid may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Cloud Grid to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location.

17. Disconnection of Current Provider

Customer is solely responsible for disconnecting Services with its current service provider. Cloud Grid is not responsible for any charges assessed against Customer by such provider.

18. Termination

Either party may terminate this agreement by providing at least 30 days' notice prior to the end of the initial term or if the other party is in breach of any material provision of this agreement and such other party fails to cure within 30 days after written notice. Customer understands that its rates are based upon its commitment to purchase services for the agreement term. As such, if the customer terminates this agreement or any services provided under the agreement, customer shall pay to Cloud Grid as liquidated damages, and not as a penalty, an amount equal to one hundred percent of the MRC's applicable to the terminated services multiplied by the number of months remaining in the current agreement term.

19. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT, IN CERTAIN CIRCUMSTANCES, PROVIDE ACCESS TO 911 OR TRANSMIT THE MOST ACCURATE LOCATION OR EXTENSION INFORMATION IN A TIMELY MANNER, IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY.

20. Network Services

Cloud Grid will provide 24 hour support for any connectivity issues related to the circuits that we provide. Cloud Grid will not be liable for any business losses direct or indirect caused by loss of service. Customer agrees to service term of 36 months for all Network Services.

