# SLA

**Service Legal Agreement Level 2- Infrastructure Hosting**
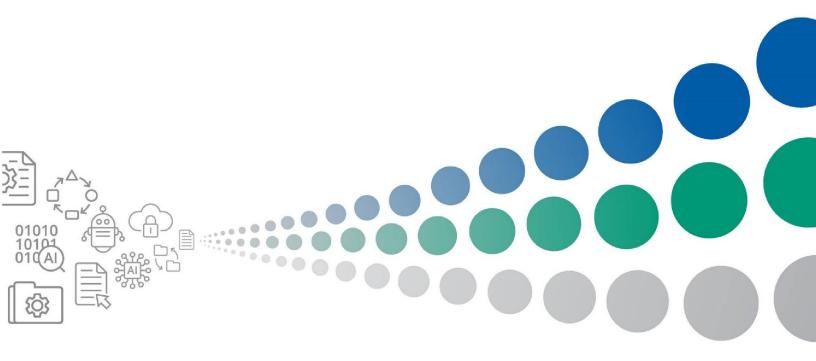
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# PURPOSE AND SCOPE

## PURPOSE

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between MCCi and the Client to deliver specific levels of support services at an agreed-upon cost. Clients that opt into this supplemental SLA receive the additional benefits of Level 2 infrastructure support services stated in the "Scope of Agreement" section of this agreement. Clients may also opt into a Level 3 application support services SLA, which is separate from this agreement.

## SCOPE OF AGREEMENT

### SERVICES AUTOMATICALLY PROVIDED UNDER THIS AGREEMENT

The following services are provided to clients with an active software maintenance/subscription and in response to the transfer of troubleshooting tickets for Level 2 support from the Client to MCCi. The agreement only applies to applications where MCCi acts as the 1st tier support provider:

1. **Corrective maintenance** - Defined as activities associated with correcting server, OS, networking errors, and/or infrastructure-related system disruptions.
   a. **Live support hours** - 8 a.m. to 8 p.m. Eastern
   b. **Application of infrastructure related/available bug fixes** - Defined as the emergency repair of any system operation that does not comply with the current system specifications. This includes system errors, "frozen" or halted screens, and unexpected results within the system that render it unusable for the purpose for which it was designed. If the issue is related to software provided by a MCCi partner, MCCi relies on the partner software manufacturer to provide such bug fixes.
   c. **One business hour response time** - For Severity Level 1 and Severity Level 2 support requests.
   d. **Dedicated infrastructure support representative by request** - Client can request and schedule time with a specific support representative.
   e. **After hours scheduling of system maintenance at no additional premium cost** - Clients that have both an active SLA and one of MCCi's annual professional services packages (Managed Support Services or Administration Services) may schedule after hours services sessions with MCCi representatives at no additional premium cost. Standard rates will apply if an adequate amount of time is not available within the Client's annual Managed Support Services or Administration Services package.
   f. **Infrastructure failure post-mortem analysis** - MCCi will review problems to determine their root causes, take measures to correct the sources of the problems, and respond promptly. Clients with an active SLA can request a detailed written root-cause analysis for infrastructure failure.
2. **Proactive maintenance** - Defined as activities associated with patching server, OS, and networking software and hardware, as well as performing system backups and network intrusion detection.
   a. **Maintenance and downtime** - MCCi will maintain a regularly scheduled maintenance and downtime window, as agreed to in the Contract with the Client, for the purposes of:
      - **OS Patching** - Windows Updates will be deployed during the agreed upon window.
      - **Full Backup** - Daily incremental backups will culminate in a full backup of content and databases performed during this window.
   b. **Intrusion detection services** - MCCi may be responsible for intrusion detection services, dependent on the level of service purchased.
      - **Monitoring Service** - If the service is purchased, MCCi's hosted infrastructure is monitored by a professional Information Security team. Upon detection of a suspicious event, a designated contact at MCCi is immediately contacted for guidance on how to proceed. If the MCCi contact is unavailable, a backup contact at MCCi is contacted for guidance.
      - **Recovery Model** - Full recovery from recent, uninfected backup will occur within eight (8) business hours of notification once a recovery need is determined, assuming recovery from an on-site backup. Further

recovery of data is possible and would be undertaken forensically to limit risk of reinfection, if applicable. Restoration from off-site backup does not have a defined timeline for completion.

3. **Backup and Recovery** - Defined as activities associated with backup of data related to applications supported by MCCi on MCCi hosted infrastructure.
   a. **Backup Lifecycle**
      - MCCi will maintain backups of MCCi supported client application databases and associated content and will do so at the frequency associated with the level of service purchased.
      - Backups will be stored on-site and/or off-site for a length of time, dependent on the level of service purchased.
   b. **Recovery Timeline**
      - Upon discovery of a need to restore, full restoration can be expected within eight (8) business hours if recovering from an on-site backup.
      - Restoring from an off-site backup would only be necessary to recover from a backup greater than the duration of time set for maintaining on-site backups, or if on-site backups are permanently made unavailable by a disaster. Off-site backup recovery can take longer than 8 business hours.

## REQUESTS FOR SERVICES NOT COVERED UNDER THIS AGREEMENT

MCCi can provide a separate statement of work to address any of the following requests for services that are not covered under this agreement:

1. **Evaluation of new software or hardware** - Evaluation or approval of new software or hardware for use within the Client's system that is actively supported by MCCi. This includes systems developed outside of the MCCi supported system, such as third-party systems or systems developed by the Client.
2. **On-call MCCi support management** - MCCi's support representatives are not required to be on call. For an additional cost, a MCCi support representative can be on call for a specific purpose or on a longer-term basis, as long as the time is scheduled in advance.
3. **Level 1 support** - The Client will be responsible for providing Level 1 (help desk) support for each production application, including but not limited to triaging internally submitted troubleshooting tickets, training new end users as needed, and administering the application, unless otherwise agreed to in a separate Administration Services agreement.
4. **Manufacturer's Software Maintenance/Subscription Renewal** - The renewal of the manufacturer's required maintenance package is not included in MCCi's SLA. It is a separate and required renewal item; however, MCCi makes every effort to align renewal dates for ease of administration.
5. **Managed Support Services and Administration Services Levels 1 & 2** – Managed Support Services and Administration Services are not included in MCCi's SLA. These supplemental support packages include pre-purchased discounted time for the purposes of additional training, consultation, professional services, etc. The majority of MCCi Clients elect to subscribe to one of these separate and optional renewal items as part of their annual support.

# PROCESSES AND PROCEDURES

## CALL MANAGEMENT PROCESS

MCCi's ticket tracking system will be used to record all problem reports, inquires, or other types of calls received by Level 2 and 3 support.

## METRICS

### METRICS REPORTING

Standard reports are available upon request. These reports are expected to be produced by MCCi's ticket tracking system, which will detail ticket management performance against SLA targets. Metrics only include the support requests that are transferred to MCCi for resolution. The metrics will be reported via existing standard ticket tracking system reports available.

### SUPPORT METRICS REAL-TIME MONITORING

The Client can track and monitor individual support cases in real-time by utilizing MCCi's ticket tracking system. The Client must use MCCi's ticket tracking system to enter troubleshooting tickets.

## DEPENDENCE ON OTHER ORGANIZATIONS

MCCi is dependent on other organizations in providing application support services to the Client. MCCi depends on Client resources for services (i.e. help desk, application administration, etc.) and external suppliers (i.e. integrated application providers, hardware providers, etc.). The Client will manage the interface into those suppliers as it relates to the provision of services under this agreement. MCCi is also dependent on MCCi software and infrastructure partners to provide 2$^{nd}$ tier and escalation of support cases when needed.

The list of organizations and vendors that MCCi is dependent on may change during the term of this agreement.

# APPENDIX A

## DEFINITIONS

### SUPPORT REQUEST

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix downtime, inaccessibility, or other deficiencies in existing infrastructure configuration and availability.

### LEVELS OF SUPPORT

There are three available levels of support; Level 2 is provided with and governed by this agreement. Level 3 is available in a separate agreement. These levels are defined as follows:

- **Level 1** - This is support provided by the Client's internal help desk when it receives a Support Request from a client end user. If this level of support cannot resolve the problem, the Support Request is passed to MCCi for Level 2 support as the infrastructure support specialists.
- **Level 2** - This is support provided by MCCi's infrastructure support team and is the subject of this SLA. Operational issues will be resolved at this level. If resolution requires additional assistance at the application layer, the Support Request is passed to MCCi's Level 3 support. All Level 2 contact/ticket reporting is handled by the Client's Level 1 support contact.
- **Level 3** - This is support provided by a MCCi Support Representative. This level of remote support includes point release version updates and application of available bug fixes, if required to resolve the problem. All Level 3 contact/ticket reporting is handled by the Client's Level 1 support contact in collaboration with MCCi's Level 2 support resources.

### SEVERITY CODES

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable response time

A problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The Level 2 support agent and the Client jointly determine the initial severity rating for the report. MCCi support personnel may then negotiate with the Client to modify this severity after the report is elevated to them.

| Severity 1 (Critical) | Severity 2 (High) | Severity 3 (Medium) | Severity 4 (Low) |
|---|---|---|---|
| **Business and Financial Exposure** | | | |
| The hardware failure creates a serious business and financial exposure. | The hardware failure creates a serious business and financial exposure. | The hardware failure creates a low business and financial exposure. | The hardware failure creates a minimal business and financial exposure. |
| **Work Outage** | | | |
| The hardware failure causes the Client to be unable to work or perform some significant portion of their job. | The hardware failure causes the Client to be unable to work or perform some significant portion of their job. | The hardware failure causes the Client to be unable to perform *some small* duties, but still complete other tasks. May also include information requests. | The hardware failure causes The Client to be unable to perform a *minor* portion of their job, but they are still able to complete most other tasks. |
| **Number of Clients Affected** | | | |
| The hardware failure affects a *large* number of users. | The hardware failure affects a *large* number of users. | The hardware failure affects a *small* number of users. | The hardware failure may only affect one or two users. |
| ***Workaround*** Carries the heaviest weighting of the characteristics for Severity 1 and 2. | | | |
| There is no acceptable workaround to the problem (i.e. the job cannot be performed in any other way). | There is an acceptable and implemented workaround to the problem (i.e, the job can be performed in some other way). | There may or may not be an acceptable workaround to the problem. | There is likely an acceptable workaround to the problem. |
| ***Response Time*** | | | |
| Within one business hour. | Within two business hours. | Within four business hours. | Within four business hours. |

# APPENDIX B

## ROLES AND RESPONSIBILITIES

### THE CLIENT
- The Client will conduct business in a courteous and professional manner with MCCi.
- The Client's users, clients, and/or suppliers using the applications stated in the Statement of Work will use the appropriate internal help desk to request support.
- The Client will use its own appropriate help desk to provide Level 1 support; this includes creating troubleshooting tickets, work orders, and creating the case with MCCi's Level 2 support through the MCCi ticket tracking system.
- The Client will provide all information required to open a support request.
- The Client will assign severity codes adhering to the correct usage of these codes as defined in the Client's case management process.
- Once a support request has been submitted, the Client will make its personnel available to work with the MCCi representative assigned to the support request.
- The Client's end users do not contact MCCi support resources directly to report a problem. All problem calls must be logged through the appropriate internal help desk. This ensures maximum availability and response times.
- The Client will permit its users to utilize remote assistance software provided by MCCi so that Level 2 support representatives may access a Client's machine remotely to diagnose issues.
- The Client must adhere to the hosting provider's acceptable use policy, as well as software manufacturer licensing agreements. MCCi is not responsible for the Client's negligence.

### MCCi
- MCCi will conduct business in a courteous and professional manner with the Client.
- MCCi will log all information from the Client required to establish contact information and document the nature of the problem and the hosted hardware/network environment (as applicable).
- MCCi will attempt to resolve problems over the phone on the first call.
- MCCi will escalate support request to next level of MCCi support upon approach of escalation points.
- MCCi will obtain the Client's approval before ticket closure or may close the ticket if 3 business days elapse without an update or response from the Client.
- MCCi will be the interface on behalf of the Client to MCCi's partner software manufacturers and related infrastructure providers.

There are several roles deployed within MCCi that are integral to the provision of support services to the Client. These roles include the following:

### SUPPORT MANAGER
The MCCi Support Manager will provide the overall direction of support specialist activities and will participate directly in the production of the associated deliverables when needed. This individual reports to MCCi's Chief Operating Officer.

### TECHNICAL SUPPORT REPRESENTATIVE
The MCCi Technical Support Representatives work as a dynamic team of support professionals who provide Level 2 infrastructure support for hardware and applications provided and supported by MCCi. Reporting to the MCCi Support Manager, they are responsible for the timely submission of all deliverables. Their duties include:
- Dedicating 100 percent of time to the support of existing MCCi clients.
- Conducting all root-cause analysis and bug fix isolation and resolution activities and documenting individual tasks, as assigned by the MCCi Support Manager.
- Acting as a point of contact for all infrastructure issues (including downtime issues, backup and recovery plans, connectivity loss, and latency diagnosis).

- For enhancements, determining the potential high-level effort for all changes. Based on that determination, either passing it to a member of MCCi's Sales or Professional Services team if it is not a technical support related issue, or completing it themselves if possible and applicable to technical support duties.
- Identifying all tasks associated with each support request and deriving time estimates for the completion of each task.
- Responding to and updating tickets.
- Assisting the Client in testing to resolve application problems.
- Providing knowledge transfer to escalated MCCi support resources when needed.
- Preparing weekly and monthly status reports for pending support tickets when requested.

**ESCALATED/OVERFLOW SUPPORT REPRESENTATIVE**

These representatives are responsible for the timely submission of all deliverables and typically have other higher-level job duties such as Project Management, Systems Engineer, Managed Support Services, Administration Services, or Development. Their duties include acting in the capacity of a Technical Support Representative when there are additional capacity issues or escalation needs that are related to technical support.