



**Appendix E, Attachment B to
DIR Contract No. DIR-TSO-2595:
Service Level Agreement**

This Service Level Agreement (“Attachment B”), effective as of _____, between DYONYX, L.P. (“DYONYX”), a Texas Limited Partnership with its principal place of business at 1235 North Loop West, 12TH Floor, Houston, TX 77008 and <INSERT FULL NAME OF CUSTOMER> (“<INSERT ABBREVIATED NAME OF CUSTOMER>”), located at <INSERT FULL ADDRESS OF CUSTOMER> is entered into pursuant to the terms of the Managed Services Agreement # XXXX (as may be amended from time to time, the “MSA”) under **DIR-TSO-2595 for Cloud Services**, effective as of the date hereof, between DYONYX and the Customer.

1.0 Attachment B Overview

The purpose of this Attachment B is to identify the Customer’s expectations and service performance levels (“Service Levels”) that will be provided by DYONYX to the Customer and the metrics or performance indicators by which the Service Levels will be measured. The parties hereto may amend this Attachment B from time to time upon written agreement of both parties. All capitalized terms used herein and not otherwise defined shall have the definition given such terms in the MSA.

2.0 Areas of Responsibility

The Attachment B covers the following IT support functions which are described herein:

- Service Desk Level I, II, and III
- Network Operations Center
- Server and Storage Operations
- Networked Device Monitoring
- Reporting Requirements
- Audit Support

2.1 Service Desk Level I Support

The Service Desk will be available to support the Customer 24 hours a day, 7 days a week.

DYONYX Service Desk Level I personnel are the Single Point of Contact (SPOC) for all Customer end user questions and for reporting Incidents. DYONYX Service Desk Level I personnel will use the greeting “Thank you for calling the <INSERT ABBREVIATED NAME OF CUSTOMER> Service Desk, This is _____. How may I assist you?”

DYONYX will maintain sufficient staff at its Shared Services Center to respond to the Customer’s service requests. DYONYX will at all times maintain its Shared Service Center in, and the Service Desk personnel shall work in, the United States; DYONYX shall not outsource or delegate its Shared Services Center function to any other company or person. All Shared Service Center personnel and the Onsite Technicians shall be fluent in English.

The Customer will provide the Service Desk a list of the Customer’s end users. The Customer will update this list as necessary. The Customer will identify callers by title that Customer considers to be a Very Important Person (VIP). VIP’s include, but are not limited to, Board of Directors, executive management, attorneys, department directors and managers, and each of their administrative staff. Calls from VIPs will be handled by the Service Desk as priority calls in accordance with Section 2.1.2.

The Customer’s end users will contact the Service Desk for incident assistance, usage type questions, or product consultation. IT Services provided by Service Desk Level I personnel include, but are not limited to, the following:

- Password Resets
- How To’s
- User Network Account Changes
- Account Administration
- Setting Up Email Profiles
- VPN Configurations/Setup
- Mapping Drives
- VPN Troubleshooting
- Service Order Status Questions
- Service Information And Price Quotes
- Incident Diagnosis, Coordination, Escalation, And Resolution
- Dispatching Services to Level II and III

Service Desk Level I personnel are responsible for initial diagnoses of incidents, solving the incident if possible, and when appropriate, or if required, for escalating calls to the next level. Service Desk Level I personnel should resolve a significant number of incidents on the initial call. The following are examples of “First Call Resolution” incidents:

- Password Resets
- How To’s
- User Network Account Changes
- Setting Up Email Profiles
- VPN Configurations/Setup
- VPN Troubleshooting

Service Desk Level I personnel will provide follow-up until a resolution is implemented and the Customer’s end user is satisfied that the incident is resolved. All incidents and resolutions will be maintained by DYONYX in an online Incident Management Database that contains both active and closed incidents. This historical data will be used by both the Customer and DYONYX for incident trend analysis.

2.1.2 Service Desk Call Management

The Service Desk will assign priority to calls based on several factors:

- The severity of the incident
- The length of time the call has been open
- The nature and criticality of the failure impact
- The end user involved

Table 1 Incident Priority Code Definitions



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Priority Code	Description	When Addressed
1	<p>A priority code 1 is the highest priority assigned to an incident or service request and is reserved for very critical issues. These are issues that meet any of the following criteria:</p> <ul style="list-style-type: none"> • Financial or executive (VIP) impact • Entire business unit or site-wide impact • Regulatory impact • Impact to delivery of service to Customer’s Customers 	24 x 7 x 365
2	<p>A priority code 2 is assigned as an incident or service request, if any of the following criteria are met:</p> <ul style="list-style-type: none"> • There is a critical deadline and no workaround exists • A single end user is unable to perform critical work impacting Customers • There is a degradation in work processes affecting productivity for multiple Customer end users <p>Example: Customer needs a password reset.</p>	24 x 7 x 365
3	<p>Priority Code 3 Service Requests generally affect a single Customer End User and do not impede critical work processes. These Service Requests can be pre-planned.</p> <p>Priority Code 3 Service Requests are assigned as an incident if:</p> <ul style="list-style-type: none"> • Customer End User is hindered and a workaround exists; • Non-critical business function is impacted and no workaround exists; • Security access is requested; • Requests for standard hardware and software to be installed. 	24 x 7 x 365
4	<p>Priority Code 4 Service Requests are assigned as information requests, such as:</p> <ul style="list-style-type: none"> • “How-To” questions • General Information Requests <p>In general, “how-to” questions will be answered on the initial call and the ticket will be closed and considered a “First Call Resolution”.</p>	24 x 7 x 365
5	Priority Code 5 is assigned to all Client IT Asset procurement orders- Not Applicable	24 x 7 x 365
6	Priority Code 6 is assigned to all projects that are outside the scope of the existing services	24 x 7 x 365

For a request to be classified as Priority Code 1, it must fit within the description prescribed by Table 3 or meet one of the following criteria:

- 1) The request can be initiated by an authorized Customer VIP. A VIP can upgrade a service request to a Priority Code 1.
- 2) An application identified in Table 1 by Customer as critical to Customer business is unavailable and is impeding the continuance of critical work. The level of criticality of an application may be dependent on a specific time in the business cycle and regional or departmental usage. Any Customer end user can report a Priority Code 1 service request of this type. The application information is available to the Service Desk and may be controlled by third parties who support the applications.
- 3) Functionality within the IT infrastructure may be impaired or unavailable and is impeding the continuance of critical work by multiple Customer end users. No temporary workaround is available for the Customer end users. Any Customer end user can report a Priority Code 1 incident of this type. The Service Desk staff is trained to ascertain whether or not an incident is affecting multiple Customer end users and makes the final categorization of a service request of this type. In some cases, an incident affecting a single Customer end user can be classified as Priority Code 1. The impact of the incident must be affecting immediate deadlines for critical work.
- 4) This list is not all inclusive and the Service Desk, after appropriate analysis of the incident, can assign a Priority Code 1 to any service request.

Table 4 shows the Shared Services Priority Codes and Service Levels as supported from the Shared Service Center. DYONYX will report on all calls and e-requests. DYONYX, within commercially reasonable standards, will strive to achieve the service level metrics as defined in Table 4. However, the metrics in Table 4 are statistically insignificant for accounts with less than one hundred (100) calls or e-requests in any given reporting period. DYONYX intends to resolve at least 60% of all calls, regardless of the assigned priority level, during the initial call to the Service Desk. This is referred to as "First Call Resolution".

From time to time, DYONYX will be required to dispatch Service Desk Level II support to Customer's locations. For the Houston locations, the Service Levels defined in Table 4 will apply. For the Customer's remote locations, including home support for VIPs and home based workers, resolution times will be addressed on a case by case basis.

The parties agree that the Service Levels of third party providers (other than third persons or entities retained by DYONYX to perform services under this Attachment B) engaged to resolve any incident will be required to meet or exceed these Service Levels.



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Table 2 Service Desk Service Levels

Priority Code	Respond and/or Resolve	Hours	Contact Method	Service Level Metric	Escalation	When Addressed
1-4	First Call Resolution (Metric 1)	24 x 7 x 365	Call	60% Resolved	If ticket cannot be resolved, route to appropriate group ≤ 1 hour; 95%	See Priority Codes Below
1-5	Abandon Rate (Metric 2)	24 x 7 x 365	Call	< 4%	N/A	24x7x365
1	Resolution (Metric 3)	24 x 7 x 365	Call	95% ≤ 4 Hours	Immediate and every hour until resolved	24X7X365
2	Resolution (Metric 4)	24 x 7 x 365	Call	95% ≤ 8 Hours	Immediate and every two hours until resolved	24X7X365
3	Respond (Metric 5)	24 x 7 x 365	e-Request	95% ≤ 4 Hours	At the end of 1st business day	24X7X365
	Resolution (Metric 6)	24 x 7 x 365		95% ≤ 2 Business Days		
4	Respond (Metric 7)	24 x 7 x 365	e-Request	95% ≤ 4 Hours	At the end of 3rd business day	24X7X365
	Resolution (Metric 8)	24 x 7 x 365		95% ≤ 5 Business Days		
5	Respond (Metric 9)	24 x 7 x 365	e-Request	95% ≤ 4 Hours	At the end of 8th business day	24X7X365



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Priority Code	Respond and/or Resolve	Hours	Contact Method	Service Level Metric	Escalation	When Addressed
	Resolution (Metric 10)	24 x 7 x 365		95% ≤ 10** Business Days		
6	100% of all projects delivered within + 10% of scheduled final delivery date and within + 10% of budgeted hours					24x7x365
Customer Satisfaction Surveys (Metric 11)	<ul style="list-style-type: none"> Greater than 80 % (3 or higher on a 5 point scale when averaging all survey respondents) 					

**Priority 5 resolution may be adjusted based on availability of parts for Customer owned equipment

Customer Survey

A Service Desk Satisfaction Survey will be electronically distributed as a link associated with the closure notification email. Results of the survey will be distributed to the Customer by the 15th day of the following month. Key areas to be covered by the survey are:

- Knowledge – DYONYX’s expertise level and ability to redirect Incident/Service Requests to appropriate personnel;
- Professionalism - DYONYX’s willingness to assist; friendly and courteous;
- Timeliness - DYONYX’s ability to resolve the Incident/Service Request in a timely manner;
- Reliability - DYONYX’s ability to consistently handle the Incident/Service Requests and resolve the Incidents;
- Communications - DYONYX’s ability to communicate effectively and provide all needed information to the Customer with status/resolution of the Incident/Service Request.

The survey shall allow for comments and the Service Desk will thank respondents for their response. By sending the surveys out electronically, responses will be identified by the Customer end user’s e-mail ID, which will allow the Service Desk to follow-up on the Customer End User’s comments. Each survey question will ask the respondent to select a response rating from 1 to 5, with 5 being the highest rating.

From time to time, the Customer and DYONYX may agree upon missed Service Level(s) being excluded under this Section 2.1.2 from the monthly measurements; provided that missed Service Levels due to Force Majeure will automatically be excluded from monthly measurements if DYONYX exercises commercially reasonable efforts to minimize the associated delay, downtime, or other affected Service Levels. For example, the parties may agree

to exclude compliance with the Service Level involving a Priority Code 1 incident in which equipment must be ordered from a third party and the expected delivery date and time, using expedited delivery methods, exceeds the resolution time in the Service Level. These exceptions will be documented in the service request and viewable each month on the Cherwell Customer Portal. While the Cherwell Customer Portal is available at all times, some reports are monthly summaries. When the monthly summary reports have been loaded to the Cherwell Customer Portal, a notification email will be sent to authorized individuals.

In addition, there are a few categories in the ticketing system that will be used that have been identified and negotiated as First Call Resolution exclusions. These are typically break/fix and application installs that must be scheduled at a later time. Some examples of these are:

- Add/Install – Specific Software – SQL, SharePoint
- Add/Install – Standard Software – MS Office (customer-provided)

2.1.3 Multiple Vendor Coordination

The coordination of multiple vendors will occur via the Service Desk. The Customer will provide the Service Desk a list of all approved IT licensors and third party vendors. The Customer will update the list of IT licensors and third party vendors, as necessary.

2.1.3.1 Dispatching of Vendors

If a Vendor, as pre-approved by Customer, is procured by DYONYX to deliver services to Customer and Customer cancels or turns-away the Vendor within twenty-four (24) hours of delivery of said Services, a fee of one (1) hour times the Time and Material Rate will be charged to Customer, plus the costs incurred to have Vendor on-site, if applicable.

2.2 Service Desk Level II and III Support

Service Desk Level II support includes DYONYX personnel who have the expertise needed to resolve complex service requests that are beyond the scope of Service Desk Level I personnel. Service Desk Level II also applies to DYONYX personnel, Customer personnel, or third party vendors who are dispatched to the Customer's facility to work on local desktop issues. Service Desk Level III support includes DYONYX personnel on or offsite, Customer personnel, as well as third party vendors, who have the expertise needed to resolve complex service requests that, are beyond the scope of Service Desk Level II personnel. For items dispatched to Customer personnel for resolution, DYONYX will not be responsible for the resolution time, however DYONYX will report on the resolution as appropriate.

Level II and III functions to be provided by DYONYX include, but are not limited to, the following items:

- Application patch management for DYONYX hosted applications and desktop and laptop applications.
- Follow all escalation procedures as defined in Section 2.1.2.
- Coordinate incidents that must be escalated to a vendor.



DYONYX will notify the Customer of any third party hardware or software that is approaching end of life support by the third party vendor. DYONYX will provide the Customer with upgrade options for which the Customer will accept or decline in writing. If the Customer does not accept one of the proposed upgrades prior to the end of life period, then events stemming from out-of-life-cycle third party hardware or software will be excluded from Service Level Metric calculations as long as the event is not as a direct result of negligent actions or omissions by DYONYX. In addition, any work performed by DYONYX to restore functionality for such hardware or software will be billable to the Customer at the current T&M rates.

2.2.1 Overtime for Technicians

As approved and requested by the Customer, Technicians who record more than eight (8) hours per day Monday through Friday (“After Hours”) and/or work weekends or holidays will be billed at one and a half (1 1/2) times the Time and Material Rate as specified in the applicable Attachment A.

2.2.2 Service Locations

As agreed to between the Client and DYONYX, the Services provided by DYONYX will be provided to the following Client locations:

Client Service Locations by Name	Address of Client Location

For any Client location that is considered a “Home Office”, DYONYX will not be responsible for any physical connectivity inside or outside of the dwelling and access to the systems provided by DYONYX must be through a secured VPN connection approved by DYONYX.

2.3 Network Operations Center

Network operations support consists of basic monitoring of server and network alerts that are generated by the Network Operations Center (NOC) monitoring systems for the hosted Managed Services environment. DYONYX will monitor server and network availability for all servers and network equipment supported; including, without limitation all such servers and network supported collectively, “Managed Services”. The Service Levels shall only apply to “Availability Percentage” as described in Section 2.4.4.

2.3.1 Levels of Support

DYONYX will provide and manage support in response to network-related calls initiated through the Service Desk and/or conditions detected by the DYONYX NOC.

Responsibilities for this function include but are not limited to:

- Assist with network design and installation coordination;



- Assist with basic circuit and network device troubleshooting;
- Assist with network change control, for all supported network device types;
- Assist with network device configuration and administration support;
- Assist with network Incident diagnosis and resolution support;
- Review NOC monitoring output and act upon any identified Incidents or alerts;
- Coordination with network equipment manufactures and circuit providers;
- Manage configuration data for all network devices in support of service recovery and disaster recovery objectives;
- Manage network quality of service settings to adapt the Customer LAN to best use of its resources;
- Provide expert support to the security function, review network device logs and alerts as required to aid in Incident response.

DYONYX will monitor the Managed Services environment 7 days per week, 24 hours per day, and respond to alarms as identified in Table 5.

Table 5 Network Alert Response

Service Level Category	Service Level Metric
Network Alert Response (Metric 12)	DYONYX shall review all Critical Alerts immediately and open a Service Desk Service Request for any Critical Alert remaining open greater than 10 minutes. DYONYX shall notify the Client, in the manner as set forth in the Client’s Standard Operating Procedures after DYONYX has determined that Client’s Equipment/Services (including without limitation the IT software and assets described in Section 2.1.1) are unavailable

NOTE: Critical Alerts are alerts, from the automated monitoring system, that are an indication of service interruptions or potential service interruption.

NOTE: DYONYX monitoring tools use polling technology to verify the health of the devices monitored. Each device is polled every five (5) minutes and if the poll fails, an alert will be generated to notify the Service Desk of the failure.

2.3.2 Customer Escalation Contacts

Customer is to provide DYONYX up to 5 escalation contact persons and will be maintained in the Client’s Standard Operating Procedures and in the DYONYX online support database.

2.4 Server and Storage Operations

The primary server operations management responsibility is to ensure that Customer End Users are provided access to required data and applications in a timely and efficient manner. Responsibilities for this function include, but are not limited, to:

- Server configuration and administration support;
- Server hardware and operating system as well as storage subsystem monitoring, Incident diagnosis, and resolution;
- Follow current Customer change control policies and procedures;
- Work with the Customer on planning emerging projects, scheduled maintenance or downtime, and unscheduled downtime;
- DNS Hosting if requested;
- Standard data storage of contracted Customer sites: Disk to Disk backups for retention of fourteen (14) days; other options available upon request and priced separately;

Implementation of new systems or major systems upgrades as part of the Services provided under the MSA DYONYX will provide all management and administration as defined in the following sections:

2.4.1 Administration

Server administration involves planning, allocating, and adjusting resources and workloads, diagnosing and resolving Incidents, monitoring, security, and reporting. Server administration includes, but is not limited to, the following activities:

- Ensuring that server availability and performance Service Levels are met;
- Reporting server availability, utilization, and performance statistics, using standard server based tools available on operating systems;
- Performing change management tasks for server platforms;
- Reviewing support statistics and managing resources to achieve target Service Levels;
- Reporting on plans, changes, accomplishments, incidents, support, and services.

2.4.2 Security

DYONYX security administrators will follow the Customer security policies and procedures to manage the Customer end user security profiles and access permissions according to authorized management requests. Security administration tasks encompass enforcement of the Customer security policies including but not limited to the following functions:

- Monitor vulnerability databases to ensure that server and network operations teams are aware of upgrades and patches relevant to the Customer’s environment and notify the Customer when patches need to be applied;
 - Patch deployment will be conducted upon the Customer’s approval
- Administer e-mail security including email retention policy;
- Ensure virus protection is active and up to date on hosted servers;
- If applicable, review existing Intrusion Detection System, Security Logs, and Proxy usage logs – generate appropriate reports and or investigations as triggered by security monitoring systems and as directed by the Customer.



2.4.3 Capacity Management

DYONYX will monitor at a minimum the following items:

- Storage utilization
- CPU utilization (Physical and Virtual Servers)
- Memory utilization (Physical and Virtual Servers)
- Internet utilization

DYONYX will notify the Customer when capacity thresholds are exceeded. DYONYX will not be held accountable for missed Service Levels due to the Customer’s delay in authorizing additional capacity once notified by DYONYX of potential outages. Capacity management Service Levels are defined in Table 6.

Table 6 Capacity Management Service Levels

Service Level Category	Service Level Metric	Comments
Capacity Thresholds (Metric 13)	Notify Customer of all thresholds exceeding 80% of utilization or other agreed upon thresholds	Thresholds to be determined jointly by Customer and DYONYX. As a proactive measure, auto alerts will be set for utilization thresholds to notify DYONYX and Customer when thresholds are exceeded.

2.4.3.1 Backup and Restore

The following tasks shall be performed by DYONYX using the central backup/recovery solution and in accordance with backup recovery policies, procedures, and retention schedules on all servers supported:

- Perform daily incremental and weekly full backups of all servers and data files;
- Optionally and priced separately, perform intraday database and critical file backup/snapshots to provide for database corruption protection;
- Perform individual file recovery on request basis (will be at the Approved Time and Materials Rate);
- Optionally and at an additional cost, provide offsite storage of backup files either mirrored to the Disaster Recovery site or put on tape and given to an approved offsite storage vendor;
- Upon customer request, perform a quarterly restore of one or two backup files to temporary space to validate the backup process – customer will enter a service request in the ticketing system to initiate;
- Provide Client monthly reports on backup activity. Monthly reports shall include the following fields: Client, Agent, Status, Type, Start Time, End Time, Size, and Tape ID. Customers may also request a backup report at the file level, including the names and status of files included in the backup.
- Expenses associated with the retrieval of tapes stored off-site will be billed to the Client as a pass through expense.



2.4.4 Availability

2.4.4.1 Availability Definition

The Availability Percentage shall be calculated each month during the term of the Service Agreement monthly as follows:

Where: Total minutes in the month = TMM
 Total minutes in month unavailable = TMU
 (Unavailable time excludes approved planned down time)
 And: Availability = ((TMM-TMU) / TMM) * 100

Availability Percentage shall be calculated applying the Availability Percentage Calculations Exclusions; as such term is defined in the MSA.

2.4.4.2 Infrastructure Availability

Infrastructure shall consist of the following components that are provided as part of DYONYX’s Services:

- Co-location space reserved for use by Customer in the DYONYX data center private cage space,
- Power and environmentals provided to Customer’s co-location space, and
- Internet access provided to Customer from the DYONYX provided Internet Backbone.

Table 7 Infrastructure Availability

Service Level Category	Service Level Metric
Infrastructure Availability (Metric 14)	Infrastructure available 99.5% of the time; excluding scheduled maintenance. Reported monthly.

2.4.4.3 Network Availability

Network shall consist of the following components that are provided as part of DYONYX’s Services:

- Core network infrastructure within the DYONYX data center private cage space, and
- MPLS access provided to Customer thru the DYONYX Private MPLS Cloud.

For outages related to outside vendors (e.g. TW Telcom), DYONYX will, upon receipt of notice of outage, contact vendor for applicable credit. Said credit will be passed through to Customer.

Table 8 Network Availability

Service Level Category	Service Level Metric
Network Availability (Metric 15)	Core network available 99.5% of the time; excluding scheduled maintenance. Reported monthly.



2.4.4.4 Server Availability

Server Availability shall consist of the following components that are provided as part of DYONYX’s Services:

- Virtual Servers provided on DYONYX VMware High Availability platform,
- Storage provided on DYONYX Storage Area Network (SAN) devices, and
- Server primary services/applications which are provided by DYONYX (e.g. Exchange)

Customer owned physical servers or other network connected devices co-located in the DYONYX cage are not included in this Service Level Category. DYONYX only provides Infrastructure Availability for these devices.

Table 9 Server Availability

Service Level Category	Service Level Metric
Server Availability including primary services (Metric 16)	Server and primary services for the overall virtual data center available 99.5% of the time; excluding scheduled maintenance. Reported monthly.

2.5 Reporting Requirements

Table 10 is a list of DYONYX’s periodic management and operational reports. Monthly reports will be available no later than the 10th day of the month after which services are rendered. Weekly service desk reports will be as of 5PM EST the day prior to the scheduled weekly review and weekly System Performance reports will be for the previous Sunday through Saturday reporting period. Delivery of these reports will be sent to the Customer and DYONYX Program Manager via email. In addition, the Service Desk reports will be available on the Cherwell Information Portal. Customer personnel authorized by the Customer IT Director will be able to log into the portal at their convenience to retrieve the reports and view historical data.

Table 10 Reporting

Types	Contents	Contents
Weekly (W) or Monthly (M) Reports	Service Desk Reports -Tickets by Source (M) -Tickets by Month (M) -Ticket Aging (M) -First Call Resolution (M) -Resolution Time (M) -Open/Closed Tickets (M) -Call Volume and Abandon Rate (W/M)	System Performance -Server Availability (M) -Network Availability (M) -Infrastructure Availability (M) -Storage Capacity (W/M) -Bandwidth Utilization (W/M) -CPU Utilization (W/M) -Memory Utilization (W/M) -Patching (M) -Backup (M)

2.6 Limitations

The parties hereto may amend this Attachment B from time to time upon written agreement by both parties. Failure to meet a Service Level shall consist of the actual failure by DYONYX to meet a Service Level, as well as any failures that subsequently occur as a direct logical and unavoidable part of the original failure. The Parties' records and data shall be the basis for all Attachment B Service Level(s) calculations and determinations. For purposes of determining Availability Percentage, the Availability Percentage Calculations Exclusions as defined in the MSA will be applied. For ease of reference, the meaning of Availability Percentage Calculations Exclusions as defined in the MSA (1.5) is hereby restated from the MSA:

Availability Percentage Calculation Exclusions: The following outages are excluded from the calculations of Availability Percentage:

- a) Outages due to a scheduled maintenance or emergency maintenance as long as the Customer is notified in advance of the scheduled outage as set forth in the applicable SLA;
- b) Outages for which DYONYX has no control due to the use or failure of any equipment owned or provided by the Customer used in connection with the Services; provided that outages resulting from the use or failure of any equipment owned or provided by the Customer that DYONYX supports or maintains under this MSA shall be included in the calculation of Availability Percentage;
- c) Outages resulting from DYONYX following or implementing instructions or procedures issued by the Customer against the recommendation of DYONYX;
- d) Outages resulting from the Customer not utilizing or implementing the predefined written, and delivered to the Customer, redundant components of the infrastructure recommended by DYONYX;
- e) Outages resulting from software failures (e.g. MS SQL software bug) unless the software failure was caused in any way by a negligent act or omission of DYONYX, including, without limitation, DYONYX's failure to maintain system patching, operating system, and/or hardware firmware patching (DYONYX is not responsible if the patch was not made or was delayed due to Customer request);
- f) Outages resulting from application reaction to operating system patching (DYONYX provides IaaS-Infrastructure as a Service);
- g) Outages resulting from any Customer Equipment that is not maintained or supported by DYONYX;
- h) Outages resulting from hardware or software (operating systems or third party) failures in which (i) the hardware and/or software is at or beyond end of life and /or no longer supported by the vendor and (ii) the Customer had elected not to replace such hardware or software upon notification thereof by DYONYX;
- i) Outages resulting from negligent acts or omissions of the Customer or a third party who is not an agent, representative, contractor, or otherwise related to DYONYX; provided that outages resulting from such negligent acts or omissions shall be included in the calculation of Availability Percentage if the negligent acts or omissions of DYONYX contributed to, caused, or resulted in such outages;
- j) Outages resulting from Force Majeure so long as DYONYX is taking commercially reasonable efforts to mitigate the effects of such Force Majeure event; or

- k) Outages, including those caused by network intrusions, which result from Client launching or not implementing Anti-Virus/Malware on computer hardware connected to DYONYX's environment.

2.7 Change Management/Customer Contacts

2.7.1 Customer Requested Changes

All requests for change in service are to be submitted to DYONYX via a Service Request (via phone or e-Mail). The Service Desk will open a Service Desk Ticket, obtain an estimate of level of effort and estimated time of completion once the request has been approved by the Customer, and will send the estimates to the Customer for approval. Once the approval has been received from the Customer, the change will be scheduled and the Customer notified of the planned completion date.

Lead time for submitting requests vary depending on the magnitude of the change. At a minimum, DYONYX requests five (5) business days advance notification for any change.

In the event the change is an emergency, e.g. an event or issue that could cause a disruption in service or disruption of normal daily business operations, the Customer must indicate the emergency nature of the change when requesting the change and DYONYX will treat this request with the utmost urgency and the five (5) day advance notice will not apply.

2.7.2 DYONYX Infrastructure Changes

DYONYX designs its Services around an N+1 redundancy philosophy that is used to minimize outages during planned change controls. DYONYX will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the Customer's Service.

DYONYX will provide the Customer with at least five (5) business days prior written notice before performing scheduled maintenance. For high impact changes, e.g. changes requiring an outage or service disruption, DYONYX will provide the Customer with at least ten (10) business days prior written notice. DYONYX will take reasonable measures to make high impact changes during periods when such changes will not cause harm or disruption to Customer's business.

If DYONYX detects an issue within its infrastructure that could cause a disruption of service or significant degradation in service, DYONYX will notify the Customer of an Emergency Change that needs to be applied to the DYONYX infrastructure. DYONYX will provide the Customer as much notice as possible when performing Emergency Change Controls. However, DYONYX reserves the right to proceed with any change control if it is determined, by DYONYX in its sole discretion, that a change control is necessary to maintain overall integrity of the Services or the change control will not cause harm to the Customer.



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By the signatures of their duly authorized representatives below, DYONYX and Customer, agree to all of the provisions of this Attachment B.

DYONYX, L.P.

<INSERT FULL NAME OF CUSTOMER>

A Texas Limited Partnership

Signature	Signature
Print Name	Print Name
Title	Title
Date	Date