

APPENDIX E TO DIR-TSO-2727

Information Systems of Florida, Inc. (ISF) dba IST Century Technologies, Inc.

HOSTING SERVICE LEVEL AGREEMENT - INTERMEDIATE

BETWEEN
ISF AND CUSTOMER

1) Definitions

- a) Service Level Agreement is this document, which describes services to be provided and the Provider's contractual response times.
- b) Provider is ISF.
- c) Customer is [insert Customer name].
- d) Downtime means any time that the service is not available to the Customer's virtual directories.
- e) Server means the unique virtual machine instance assigned to the Customer under this Agreement.
- f) Server Host means the physical server that houses the Server.
- g) Data Center means the ISF contracted data center facility.
- h) Data Center Network means the portion of cloud network extending from the network egress point of the Server switches to the outbound port of the data center's border router.
- i) Power includes UPSs, PDUs, and cabling. It does not include the power supplies in the Servers.
- j) Scheduled Maintenance means maintenance that is announced at least three business days in advance and that does not exceed 120 minutes in any calendar month.

2) Service Description

- a) Dedicated production web server virtual machine.
- b) Dedicated production database server virtual machine.
- c) Weekly full backup with daily incremental backups.
- d) Weekly offsite storage of backup media.
- e) Up to 100 Mb/sec of bandwidth to site.
- f) Primary and secondary DNS.
- g) Dedicated static IP addresses.
- h) Uptime monitoring.
- i) Secure virtual server environment.
- j) Category 4 hurricane rated facility housed 23 feet above sea level.

3) Service Level Agreement

- a) Server Availability
 - i) The server and hosting environment will maintain a 99.5% availability excluding scheduled maintenance.
- b) Scheduled Maintenance and Issue Reporting
 - i) The Customer shall designate a point of contact for Provider communication.
 - ii) The Provider will notify the point of contact of any scheduled system downtime at least three business days in advance.

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- c) Server Failure
 - i) The Provider will acknowledge phone calls or emails related to Server problems or failures within 2 hours during regular business hours (Monday to Friday, 8:00 a.m. to 6:00 p.m. EST).
 - ii) The Provider will begin work on reported Server problems or failures within 4 to 6 business hours.
 - iii) The Provider will communicate every four hours with the Customer's point of contact to keep the Customer informed of the recovery steps being implemented and potential outage timelines.
 - iv) If the server is down for more than 60 minutes, and if requested by the Customer, ISF will provide the Customer with a Root Cause Analysis (RCA) within ten (10) calendar days.

- 4) Service Constraints
 - a) Data Storage
 - i) The maximum virtual disk size for the virtual servers assigned to the Customer is 80 GB per production server.
 - b) Backup Capacity and Schedule
 - i) The maximum size of the full weekly backup for the Customer cannot regularly exceed 80 GB.
 - ii) Daily incremental backups and weekly full backups will be conducted by the Provider of specific folders identified by the Customer.
 - c) Bandwidth Limitations
 - i) The bandwidth configured for the circuit cannot exceed a peak of 100 Mb/sec.
 - ii) Customer bandwidth is limited to 5 Mb/month as measured by the Data Center's 95% billing methodology.
 - d) Service Fee
 - i) The monthly fees are for hosting services only. Any labor requested by the Customer beyond the initial Server setup and monthly Server maintenance will be billed in accordance with Appendix C, Pricing Index of DIR contract number DIR-TSO-2727.

- 5) SLA Exclusions
 - a) The Service Level Agreement does not cover downtime or performance problems caused either directly or indirectly by:
 - i) Factors outside the Provider's control.
 - ii) Third-party hardware or software deployed or utilized by the Customer.
 - iii) Actions or inactions of the Customer or other third-party providers.
 - iv) Regular scheduled system maintenance. Additional bandwidth charges related to high volume or peak transactions that repeatedly drive monthly 95th percentile peak utilization to exceed the 4 Mb limit
 - v) Additional charges incurred due to backup size exceeding 80 GB
 - vi) Additional licensing costs for any software provided by the Customer.

- 6) In the event the Provider fails to meet the SLA outlined above for non-Disaster Recovery services, the following remedies will apply:
 - a) The Customer shall be entitled to one credit of 1/30th of the monthly recurring charges per day associated with the related service.
 - b) Credits are Customer's sole and exclusive remedy for any violation of this SLA.

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- c) The Credits awarded in any billing month shall not, under any circumstance, exceed Customer's monthly Service fees.
- d) To receive a credit, refunds must be requested within ten (10) business days of service interruption. Customer must demonstrate use of the hosting services was adversely affected in some way as a result of the downtime to be eligible for the credit. This communication must include all reasonable details regarding the claim such as detailed description of the incident(s), the duration of the incident, network trace routes, ping results, services affected, etc.
- e) Refunds will be reflected as a credit on the next month's invoice.
- f) No credits will be issued to Customer with an undisputed balance in accounts receivable over sixty (60) days past due.

AGREED AND ACCEPTED:

ISF

Customer

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:
