

Service Level Agreement

I. NYSERDA SUPPORT

All equipment managed by the Contractor is directly monitored from its Network Operations Center ("NOC"), which is staffed 24 hours per day, 7 days per week, 365 days per year. The Contractor will take immediate action upon recognition of a failure of a Contractor-managed device. The Contractor will attempt to notify NYSERDA's designated representative within thirty minutes (30) of a service disruption. NYSERDA is responsible for providing accurate and current contact information for NYSERDA's designated representative. If NYSERDA believes it is experiencing a service disruption, NYSERDA should immediately call Customer Support at a designated phone number for access to 24 X 7 X 365 assistance.

Severity Level Definitions

"Severity 1" -- Business is critically impacted; site or application hardware is inoperable
"Severity 2" -- Business is affected, but can still function

"Severity 3" -- Little to no impact to the business, resolution can be scheduled

II. ISSUE ESCALATION If NYSERDA is unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement, NYSERDA should contact the Contractor's Customer Support Director at a designated email address. The Customer Support Director will review NYSERDA's concerns, investigate, and respond within one business day. Because issues may be complex or require extensive investigation, this response time does not necessarily mean that NYSERDA's concerns are resolved within that time frame.

III. SERVICE AVAILABILITY Customers for the Contractor's "Managed Wide Area Network (WAN) service" only receive the Time-Based Guaranty. Similarly, customers for the Contractor's "Remote Managed service" only receive the Time-Based Guaranty. In contrast, Customers for the Contractor's "Managed Hosting service" (also known as the "Colocated & Dedicated Server Hosting service") receive the Network Availability Guaranty, the Service Disruption Guaranty, and the Time-Based Guaranty.

Network Availability Guaranty - the Contractor guarantees 99.99% Backbone Network Uptime with at least 99% sustained packet throughput based upon a 95% sampling. Uptime is defined as the ability of NYSERDA to access the Contractor Backbone Network. The Backbone Network is defined as the Contractor's core routers and core switches and does not include NYSERDA-supplied switches.

Service Disruption Guaranty - A service disruption is defined as packet loss in excess of 20% for fifteen (15) consecutive minutes or a packet loss in excess of 1.5% for two hours or more.

Time-Based Guaranty - the Contractor will respond to incidents based upon the assigned Severity Level. It is the Contractor's goal to remedy any urgent incident within the shortest possible time frame.

Response for Severity 1 – Incidents are logged into the Contractor's system with a case assignment to a technician and notification (via phone call, email or pager) within ten (10) minutes of a case being

opened. Escalation: After entry into the Contractor's system and being assigned a ticket number, the incident is immediately assigned to a Level III technician. If the Level III technician is unable to resolve the issue within a two-hour timeframe, the issue is escalated and senior management is notified.

Response for Severity 2 – Incidents are logged into the Contractor's system with a case assignment to a technician and notification (via phone call, email or pager) within thirty (30) minutes of a case being opened. Escalation: After entry into the Contractor's system and being assigned a ticket number, the incident is immediately assigned to a Level II technician. If the Level II technician is unable to resolve the issue within a two-hour timeframe, the issue is escalated to a Level III technician during the Contractor's normal business hours.

Response for Severity 3 – Incidents are logged into the Contractor's system with a case assignment to a technician and notification (via phone call, email or pager) within twenty-four (24) hours of a case being opened.

System Administrative Access the Contractor will have sole root access (privileged access with authority to perform system-level functions or security administration) for all the Contractor-managed components. NYSERDA may request in writing, through Customer Support, a grant of temporary administrative rights. While NYSERDA has administrative rights, the SLA provisions are suspended.

Patch Management

The Contractor's goal is to apply critical operating system patches in the month that they are released. Patch management should allow for both automated and manual patching. The Contractor will attempt to notify NYSERDA 24 hours in advance of the patch installation and will proceed with the scheduled installation (including server reboot) unless NYSERDA specifically instructs otherwise. However, the Contractor will not notify NYSERDA regarding server re-boots when NYSERDA has selected automatic updates. NYSERDA acknowledges that the Contractor does not guarantee that a vendor-supplied patch will perform as described or that application of a vendor-supplied patch will not cause other adverse technical difficulties.

Remedy for Failure to Meet SLA Provisions

For each cumulative hour (or fraction of an hour) during a month in which the Contractor is in breach of the Network Availability Guaranty, Service Disruption Guaranty, Time-Based Guaranty, NYSERDA can seek a credit. Such credit will be the pro-rated fees for one day of the Monthly Recurring Service Fee charged for the affected service. NYSERDA may receive no more than one day of credit per a 24-hour period and no more than ten (10) days of credit per month.

The Contractor will issue a credit only if the breach is confirmed by the Contractor's server monitoring data. Upon confirmation, the Contractor will issue a credit for application to NYSERDA's next invoice.

Exclusions the Contractor is not responsible for any breach caused in whole or in part by the following:

- Outage associated with scheduled downtime;

- Outage due to problems with NYSERDA-provided content or NYSERDA programming errors including but not limited to content installation and integration;
- Outage due to system administration, commands, or file transfers performed by NYSERDA;
- Outage due to work performed at NYSERDA request;
- Denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and third-party vendors), and other force majeure events;
- NYSERDA's failure to respond or promptly respond to incidents that require its participation for problem identification and/or resolution;
- Outage due to failure of a non-the Contractor-managed component;
- Outage for any the Contractor-managed component that is using an operating system not supported by the Contractor;
- Outage due NYSERDA denial of recommended software patches, hardware and/or operating system changes; or
- Periods during which NYSERDA has system administration rights.

Commencement of Service Level Agreement

The terms of this SLA do not begin until one month following the Deployment Date.

IV. Technical Requests

Response for Ad-Hoc Technical Requests – Specific configuration, security or modification requests are driven by project needs and are logged into the Contractor's system with a case opened. This case must be assigned to a technician familiar with the specific system, software or service referenced in the request. Notification via email within twenty-four (24) hours of case open.

V. NYSERDA RESPONSIBILITIES This SLA is contingent upon NYSERDA providing all of the following:

- Accurate and up-to-date contact information
- Defined escalation path
- Timely responses to the Contractor requests
- An operating system license and/or subscription in effect during the applicable third-party maintenance or support contract
- Third-party maintenance or support contract in effect for all the Contractor-managed components

Description

24x7x365 Customer Support and Technical Staff Availability

-Network Operations Center (NOC) is staffed 24x7x365 by Level I and Level II Support Staff. Escalation procedures assure that questions and technical requests are handled efficiently and effectively to maintain the performance of your equipment.

Remote Hands

-Remote Hands involves basic activities such as looking at, listening to, or manually touching equipment. Services are performed by a 24x7x365 on-duty support technician.

Basic Device Monitoring

-Basic IP monitoring (ping) is provided to all managed co-location and dedicated hosting customers. Alerts can be sent via email or text message.

Advanced Device Monitoring

-SNMP (Simple Network Monitoring Protocol) monitoring services are available. SNMP monitoring includes CPU usage, memory usage, disk space utilization, number of processes and users. Alerts can be sent via email or text message. Advanced device monitoring can be enhanced with a server utility that detects hardware-related issues.

Antivirus

-Antivirus software is provided on the Contractor-managed Microsoft Operating Systems.

Operating System Patch Management

-The Contractor will install all critical Microsoft and Red Hat Enterprise Linux operating system (OS) security patches. Service Pack upgrades may/not included as part of this service. Non-critical updates can be installed on request.

Hardware Warranty Management

-For devices under a current vendor warranty, the Contractor will escalate hardware-related issues to your provider and coordinate any needed services.

Software License Management

-The Contractor will manage software licensing and renewal for software applications purchased through the Contractor.

Technical Support Services

-Technical support can include the following services, provided remotely: system tuning based on server performance, advanced technical operating system support, tasks related to operating system configurations and senior staff consultation. Services are limited to server hardware and base operating system.

Application Monitoring

-Application monitoring services can include HTTP String or applications such as Web services, FTP sites, and mail servers (POP, IMAP, SMTP). You select from a list of available application monitoring parameters, and we will monitor them 24x7x365. Alerts can be sent via email or text message.

Application System Patch Management

-the Contractor can install all Microsoft application (IIS, SQL, and Exchange) critical security updates upon NYSERDA approval. Service Pack upgrades are not included as part of this service. Non-critical updates can be installed on your request.

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