

This Attachment B Service Level Agreement (“Agreement”) is made between DYOPATH, LLC (“DYOPATH”), a Delaware limited liability company with its principal place of business at 13430 Northwest Freeway, Suite 1000, Houston, TX 77040 and the Client pursuant to the terms of the [Managed Services Agreement](#).

## 1.0 Attachment B Overview

The purpose of this Attachment B is to identify the Client’s expectations and service performance levels (“Service Levels”) that will be provided by DYOPATH to the Client 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 Client 24 hours a day, 7 days a week.

DYOPATH Service Desk Level I personnel are the Single Point of Contact (SPOC) for all Client end user questions and for reporting Incidents. DYOPATH Service Desk Level I personnel will use the same or similar greeting as follows:

Example: “Thank you for calling the **“Company Name”** Service Desk. How may I assist you?”

Service Desk Level I personnel will be familiar with all Client IT applications and IT assets as described in Section 2.1.1.

DYOPATH will maintain sufficient staff at its Shared Services Center to respond to the Client’s service requests. DYOPATH will at all times maintain its Shared Service Center in, and the Service Desk personnel shall work in, the United States; DYOPATH 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 Client will provide the Service Desk a list of the Client’s end users. The Client will update this list as necessary and promptly deliver any changes to same to DYOPATH. The Client will identify callers by title that Client 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 Client'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
- Standard Desktop Software Installs/Uninstalls
- User Network Account Changes
- Account Administration
- Setting Up Email Profiles
- VPN Configurations/Setup
- Adding Printers
- Mapping Drives
- MS Office Application Troubleshooting
- VPN Troubleshooting
- Coordination of IT Procurement
- Product Order Status Questions
- Product Information And Price Quotes
- Incident Diagnosis, Coordination, Escalation, And Resolution
- Dispatching Services to Level II and III
- Moves, Adds, And Change Coordination
- PDA Device Setup and Troubleshooting

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
- Software Installs/Uninstalls
- User Network Account Changes
- Setting Up Email Profiles
- VPN Configurations/Setup
- Adding Printers
- Mapping Drives
- MS Office Application Troubleshooting
- VPN Troubleshooting

Service Desk Level I personnel will provide follow-up until a resolution is implemented and the Client's end user is satisfied that the incident is resolved. All incidents and resolutions will be maintained by DYOPATH in an online Incident Management Database that contains both active and closed incidents.



This historical data will be used by both the Client and DYOPATH for incident trend analysis and to determine compliance with Table 4 requirements.

### 2.1.1 Software and IT Assets

Table 1 includes, the list of Commercial-off-the-shelf (COTS) desktop and Personal Devices (Bring Your Own Device – BYOD) applications for which DYOPATH will provide Service Desk support. These applications are categorized by the Client as Standard, Professional, and/or Client Specific workstation software.

Standard Software is defined as the applications DYOPATH services for all Managed Services clients. These applications will be included in the monthly patching cycle.

DYOPATH will provide implementation services, tracking and documenting which devices the applications reside for the Professional and Client Specific software, but will be excluded from the monthly patching cycle. However, DYOPATH will apply patches or upgrades to the Professional and Client Specific software on a request basis from the Client at the standard rates defined in the Managed Services Agreement, stated under the Attachment A pricing.

DYOPATH will provide Service Desk Level I support for all applications processed. Service Desk Level II and III calls will be allocated to the appropriate support group. Regardless of the support vendor involved, DYOPATH will adhere to the Service Desk Call Management process as defined in Section 2.1.2.

**Table 1 Supported Desktop and BYOD and COTS Applications**

Standard Software		
MS Windows	Adobe	MS Office
MS Visio	MS Project	
Professional and/or Client Specific Software		
All items in Standard above		
MS Project Professional	Adobe Professional	MS Visio Professional

As applications are added or deleted to Client’s Server environment, this table will be updated. If the addition or removal of an application changes the server infrastructure in the hosted environment or onsite in the Client’s locations, the pricing matrix set forth in the Applicable Client Order will be updated by agreement of DYOPATH and the Client to reflect the change in resources. Implementing and supporting a new application will be considered a new project and will be performed as new work with applicable Approved Time and Material Rate (“T&M”) as defined in the Approved Client Order.

### IT Devices

Table 2 includes, but is not limited to, the type of IT Assets that DYOPATH will support as part of this Agreement.

**Table 2 Supported IT Assets**



IT Supported Assets
Desktop Computers
Computer Monitors
Computer Peripherals
Laptop Computers
Workstation Computers
PDA's
Printers
Scanners

DYOPATH will notify the Client with a minimum 30 day notice of any third party hardware or software that is approaching end of life support by the third party vendor. DYOPATH will provide the Client with upgrade options for which the Client will accept or decline in writing. If the Client 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 DYOPATH. In addition, any work performed by DYOPATH to restore functionality for such hardware or software will be billable to the Client at the current T&M rates.

### 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 3 Incident Priority Code Definitions**

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"> <li>• Financial or executive (VIP) impact</li> <li>• Entire business unit or site-wide impact</li> <li>• Regulatory impact</li> <li>• Impact to delivery of service to Client's Clients</li> </ul>	24 x 7 x 365



Priority Code	Description	When Addressed
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"> <li>• There is a critical deadline and no workaround exists</li> <li>• A single end user is unable to perform critical work impacting Clients</li> <li>• There is a degradation in work processes affecting productivity for multiple Client end users</li> </ul> <p>Example: Client needs a password reset.</p>	24 x 7 x 365
3	<p>Priority Code 3 Service Requests generally affect a single Client 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"> <li>• Client End User is hindered and a workaround exists;</li> <li>• Non-critical business function is impacted and no workaround exists;</li> <li>• Security access is requested;</li> <li>• Requests for standard hardware and software to be installed.</li> </ul>	24x7x365
4	<p>Priority Code 4 Service Requests are assigned as information requests, such as:</p> <ul style="list-style-type: none"> <li>• “How-To” questions</li> <li>• General Information Requests</li> </ul> <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>	24x7x365
5	Priority Code 5 is assigned to all Client IT Asset procurement orders.	24x7x365
6	Priority Code 6 is assigned to all projects that are outside the scope of the existing services	24x7x365

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 Client VIP. A VIP can upgrade a service request to a Priority Code 1.
- 2) An application identified in Table 1 by Client as critical to Client 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 Client 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 Client end users. No temporary workaround is available



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for the Client end users. Any Client 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 Client end users and makes the final categorization of a service request of this type. In some cases, an incident affecting a single Client 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. DYOPATH will report on all calls and e-requests. DYOPATH, 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. DYOPATH 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, DYOPATH will be required to dispatch Service Desk Level II support to Client’s locations. For the Houston locations, the Service Levels defined in Table 4 will apply. For the Client’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 DYOPATH to perform services under this Attachment B) engaged to resolve any incident will be required to meet or exceed these Service Levels.

**Table 4 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	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



Priority Code	Respond and/or Resolve	Hours	Contact Method	Service Level Metric	Escalation	When Addressed
3	Respond (Metric 5)	24 x 7 x 365	e-Request	95% ≤ 4 Hours	At the end of 1st business day	24X7X365
4	Respond (Metric 7)	24 x 7 x 365	e-Request	95% ≤ 4 Hours	At the end of 3rd business day	24X7X365
5	Respond (Metric 9)	24 x 7 x 365	e-Request	95% ≤ 4 Hours	At the end of 8th business day	24X7X365
6	100% of all projects delivered within + 10% of scheduled final delivery date and within + 10% of budgeted hours					24x7x365
Client Satisfaction Surveys (Metric 11)	<ul style="list-style-type: none"> <li>Greater than 60 % (3 or higher on a 5 point scale when averaging all survey respondents). Customer must respond to 20% of the surveys sent or over 50 surveys in a calendar month for the SLA to apply.</li> </ul>					

From time to time, the Client and DYOPATH 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 deemed excluded from any monthly measurements if DYOPATH 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 Ticketing System Client Portal. While the Ticketing System Client Portal is available at all times, some reports are monthly summaries. When the monthly summary reports have been loaded to the Ticketing System Client Portal, a notification email will be sent to authorize individuals.

Tickets that support each criterion are outlined in Table 4 and are available to the Client upon request.



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
- Add/Install – Phone (refers to Office phone)
- Break/Fix – Phone

### **Client 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 Client by the 15th day of the following month. Key areas to be covered by the survey are:

- Knowledge – DYOPATH’s expertise level and ability to redirect Incident/Service Requests to appropriate personnel;
- Professionalism - DYOPATH’s willingness to assist; friendly and courteous;
- Timeliness - DYOPATH’s ability to resolve the Incident/Service Request in a timely manner;
- Reliability - DYOPATH’s ability to consistently handle the Incident/Service Requests and resolve the Incidents;
- Communications - DYOPATH’s ability to communicate effectively and provide all needed information to the Client 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 Client end user’s e-mail ID, which will allow the Service Desk to follow-up on the client 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.

### **2.1.3 Multiple Vendor Coordination**

The coordination of multiple vendors will occur via the Service Desk. The Client will provide the Service Desk a list of all approved IT licensors and third party vendors. The Client will update the list of IT licensors and third party vendors, as necessary. This table lists IT licensors and third party vendors, but is not limited to:

IT Licensors & 3 <sup>rd</sup> Party Vendors





### 2.1.3.1 Dispatching of Vendors

If a Vendor, as pre-approved by Client, is procured by DYOPATH to deliver services to Client and Client 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 Client, 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 DYOPATH 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 DYOPATH personnel, Client personnel, or third party vendors who are dispatched to the Client’s facility to work on local desktop issues. Service Desk Level III support includes DYOPATH personnel on or offsite, Client 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 Client personnel for resolution, DYOPATH will not be responsible for the resolution time, however DYOPATH will report on the resolution as appropriate.

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

- Remote IT incident resolution for all desktop, laptop, and mobile device;
- Onsite IT incident resolution for all desktop, laptop, and Mobile Devices at standard Time and Material rates.
- Adds, moves, and changes of desktops and laptops for the Client’s corporate staff, new, existing and departing.
- Follow all escalation procedures as defined in Section 2.1.2.
- Coordinate incidents that must be escalated to a vendor.

### 2.2.1 Overtime for Technicians

As approved and requested by the Client, Technicians who record more than eight (8) hours per day Monday through Friday (“After Hours”) and/or work weekends will be billed at one and a half (1<sup>1/2</sup>) times the Time and Material Rate, and holidays at 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 DYOPATH, the Services provided by DYOPATH 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”, DYOPATH will not be responsible for any physical connectivity inside or outside of the dwelling and access to the systems provided by DYOPATH must be through a secured VPN connection approved by DYOPATH.

## **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. DYOPATH will monitor server and network availability for all servers and network equipment supported; including, without limitation, the IT software and assets described in Section 2.1.1 (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**

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

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



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**Table 5 Network Alert Response**

Service Level Category	Service Level Metric
<p>Network Alert Response <b>(Metric 12)</b></p>	<p>DYOPATH shall review all Critical Alerts immediately. Service Desk Tickets are automatically generated on critical alerts.</p> <p>DYOPATH shall notify the Client, in the manner as set forth in the Client’s Standard Operating Procedures after DYOPATH has determined that Client’s Equipment/Services (including without limitation the IT software and assets described in Section 2.1.1) are unavailable.</p>

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

NOTE: DYOPATH 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 Client Escalation Contacts

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

### 2.4 Server and Storage Operations

The primary server operations management responsibility is to ensure that Client 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 Client change control policies and procedures;
- Work with the Client on planning emerging projects, scheduled maintenance or downtime, and unscheduled downtime;
- DNS Hosting if requested;
- Standard data storage of contracted client 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 that are outside of the scope of the Services under the MSA shall be performed upon prior written Customer approval on an Approved Time and Materials basis or scheduled as a special standalone project and priced accordingly. An



example of this would be the planned upgrade to Windows 2010 and Office 2010 and the refresh of Customer's laptops and desktops in connection therewith.

DYOPATH 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 as requested.

## 2.4.2 Security

DYOPATH security administrators will follow the Client reasonable security policies and procedures to manage the Client end user security profiles and access permissions according to authorized management requests. Security administration tasks encompass enforcement of the Client 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 Client's environment and notify the Client when patches need to be applied;
  - Patch deployment will be conducted upon the Client's approval as an optional fee based service or using approved Time and Material rates;
- 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 Client.

## 2.4.3 Capacity Management

DYOPATH will monitor at a minimum the following items:

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



DYOPATH will notify the Client when capacity thresholds are exceeded. DYOPATH will not be held accountable for missed Service Levels due to the Client’s delay in authorizing additional capacity once notified by DYOPATH 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 <b>(Metric 13)</b>	If requested, notify Client of all thresholds exceeding 80% of utilization or other agreed upon thresholds.	Thresholds to be determined jointly by Client and DYOPATH. As a proactive measure, auto alerts will be set for utilization thresholds to notify DYOPATH and Client when thresholds are exceeded

### 2.4.3.1 Backup and Restore

The following tasks shall be performed by DYOPATH 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 requested 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
- 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. Availability Service Level Metrics only apply to services provided out of the DYOPATH data centers and does not include any equipment or services provided on client premises.

### 2.4.4.2 Infrastructure Availability

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

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

**Table 7 Infrastructure Availability**

Service Level Category	Service Level Metric
Infrastructure Availability <b>(Metric 14)</b>	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 DYOPATH’s Services:

- Core network infrastructure within the DYOPATH data center private cage space, and
- MPLS access provided to Client through the DYOPATH Private MPLS Cloud.

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

**Table 8 Network Availability**

Service Level Category	Service Level Metric
Network Availability <b>(Metric 15)</b>	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 DYOPATH’s Services:

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



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

**Table 9 Server Availability**

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

DYOPATH and the Client will jointly identify Critical Server and Critical Server clusters and availability will be reported and tracked accordingly. Critical Servers and related applications include, without limitation, the following (Others may be added from time to time in the form of a contract amendment):

Critical Server(s)	Critical Application
Server Name	Server Function

## 2.5 Reporting Requirements

Table 10 is a list of DYOPATH’s periodic management and operational reports. Monthly reports will be available no later than the 10<sup>th</sup> day of the month after which services are rendered. Weekly service desk reports will be as of 5PM CST 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 Client and DYOPATH Program Manager via email. In addition, the Standard Service Desk reports will be available on the Ticketing System Information Portal. Client personnel authorized by the Client 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 Audit Support

DYOPATH will comply with requests for IT information initiated either by the Client's internal or external auditors or other regulatory agencies. DYOPATH will promptly provide the information requested. Audit requests are billable events at the published T&M rates. The following shall apply to all audit requests:

- DYOPATH shall receive a copy of the audit request, scope and question sets from the Client, its auditors or other regulatory agencies, as the case may be, at least five (5) business days prior to the date on which DYOPATH's response are due; and
- A copy of the final audit report will be available to DYOPATH at upon request unless the proprietary nature of the report data prohibits such disclosure.

Regulatory or e-Discovery requests will be responded to in a timely manner to meet the required timeframe. DYOPATH will provide a copy of the datacenter SSAE 16 annual report, upon request and if available. Additional requirements may be necessary to obtain these reports as imposed by the specific data center.

## 2.7 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 DYOPATH 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 are:

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 Client is notified in advance of the scheduled outage as set forth in the applicable SLA;
- b) Outages for which DYOPATH has no control due to the use or failure of any equipment owned or provided by the Client used in connection with the Services; provided that outages resulting from the use or failure of any equipment owned or provided by the Client that DYOPATH supports or maintains under this MSA shall be included in the calculation of Availability Percentage;
- c) Outages resulting from DYOPATH following or implementing instructions or procedures issued by the Client against the recommendation of DYOPATH;
- d) Outages resulting from the Client not utilizing or implementing the predefined written, and delivered to the Client, redundant components of the infrastructure recommended by DYOPATH;
- e) Outages resulting from software failures (e.g. MS SQL software bug, hypervisor bug) unless the software failure was caused in any way by a negligent act or omission of DYOPATH, including, without limitation, DYOPATH's failure to maintain system patching,





- operating system, and/or hardware firmware patching (DYOPATH is not responsible if the patch was not made or was delayed due to Client request);
- f) Outages resulting from application reaction to operating system patching;
  - g) Outages resulting from any Client Equipment that is not maintained or supported by DYOPATH;
  - 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, assuming that DYOPATH has properly notified the Client with a 30 day notice that the hardware and/or software is about to reach this state and (ii) the Client had elected not to replace such hardware or software upon notification thereof by DYOPATH;
  - i) Outages resulting from negligent acts or omissions of the Client or a third party who is not an agent, representative, contractor, or otherwise related to DYOPATH; 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 DYOPATH or someone selected by DYOPATH contributed to, caused, or resulted in such outages;
  - j) Outages resulting from Force Majeure so long as DYOPATH 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 removing any Anti-Virus/Malware on computer hardware connected to DYOPATH's environment (DYOPATH is responsible for ensuring all hardware is properly protected by Anti-virus/Malware software).

## 2.8 Change Management/Client Contacts

### 2.8.1 Client Requested Changes

All requests for change in service are to be submitted to DYOPATH 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 Client, and will send the estimates to the Client for approval. Once the approval has been received from the Client, the change will be scheduled and the Client notified of the planned completion date.

Lead time for submitting requests vary depending on the magnitude of the change. At a minimum, DYOPATH requires five (5) business days advance notification for any client requested 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 Client must indicate the emergency nature of the change when requesting the change and DYOPATH will implement the request and expedite the same.



## 2.8.2 DYOPATH Infrastructure Changes

DYOPATH designs its Services around an N+1 redundancy philosophy that is used to minimize outages during planned change controls. DYOPATH 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 Client's Service.

DYOPATH will provide the Client 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, DYOPATH will provide the Client with at least ten (10) business days prior written notice. All changes should occur during the agreed maintenance window (Sundays from 12 a.m. through 4 a.m.) unless previously agreed in writing by Client.

If DYOPATH detects an issue within its infrastructure that could cause a disruption of service or significant degradation in service, DYOPATH will notify the Client of an Emergency Change that needs to be applied to the DYOPATH infrastructure. DYOPATH will provide the Client as much notice as possible when performing Emergency Change Controls. However, DYOPATH reserves the right to proceed with any change control if it is determined, by DYOPATH in its sole discretion, that a change control is necessary to maintain overall integrity of the Services.



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