



# Service Level Agreement

Version 2017.1



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# Agreement

This Service Level is part of an aggregate series of agreements which, combined together by reference, create one integrated contract (the “Agreement”) between Aldridge (“we,” or “us,” including “our,” and “Aldridge”) and Client (“you,” including “your,” or “Client”). Each of Aldridge and Client may also be referred to as a Party and collectively as the Parties.

For any Quotes, Quotations, Proposals, Statements of Work, Sales Orders or Service Order (“SO”) agreements executed by you (individually and collectively, “Engagements”), this document and all the applicable documents listed in the tables immediately below (“Included Agreements”) are legally integrated as if fully set forth as one Agreement.

Upon each Engagement renewal, this Agreement, but not the terms of any ongoing Engagement, will be superseded by the terms and conditions set forth in the then currently published version of the Agreement available online as of the date on which your services are renewed (the “Renewal Terms”). If you do not agree to the Renewal Terms, you may decline to renew your services.

## The Aggregate Set of Agreements between Client and Aldridge, the Included Agreements

Applicable Agreements Integrated into All Engagements	Available Online at
Master Services Agreement	<a href="http://aldridge.com/MSA">http://aldridge.com/MSA</a>
Services Guide Agreement	<a href="http://aldridge.com/SG">http://aldridge.com/SG</a>
Service Level Agreement (“SLA”)	<a href="http://aldridge.com/SLA">http://aldridge.com/SLA</a>
Standard Rates Agreement	<a href="http://aldridge.com/rates">http://aldridge.com/rates</a>
Domain Name Registration and Renewal Agreement	<a href="http://aldridge.com/DNR">http://aldridge.com/DNR</a>
A current and submitted Client Information Form, available online	<a href="http://aldridge.com/info">http://aldridge.com/info</a>

Included Agreements Integrated into Specific Engagements, as Applicable	Available Online at
Monitoring Services Guide Agreement <i>(applies to Engagements which include Managed Services)</i>	<a href="http://aldridge.com/monitoring">http://aldridge.com/monitoring</a>
Aldridge IT Architecture for Business Optimization <i>(applies to Engagements which include Managed Services)</i>	<a href="http://aldridge.com/architecture">http://aldridge.com/architecture</a>
Managed Backup and Continuity Services Agreement <i>(applies to Engagements which include Managed Backup and Continuity Services)</i>	<a href="http://aldridge.com/backupservice">http://aldridge.com/backupservice</a>
Acceptable Use Policy Agreement <i>(applies to Engagements which include Aldridge Cloud Hosting or Connectivity Services)</i>	<a href="http://aldridge.com/AUP">http://aldridge.com/AUP</a>
Microsoft End User License Agreement <i>(applies to Engagements which include Aldridge Cloud Hosting Services)</i>	<a href="http://aldridge.com/EULA">http://aldridge.com/EULA</a>
Hosted VoIP Agreement <i>(applies to Engagements which include Hosted VoIP Services)</i>	<a href="http://aldridge.com/hosted_voip">http://aldridge.com/hosted_voip</a>



# Guarantee and Service Level Agreement

Aldridge is committed to delivering outstanding service and availability. The Aldridge Guarantee is described in this document which defines the specific metrics used to measure and remedy any deficiencies.

## General

Aldridge reserves the right to revise, amend, or modify this Service Level Agreement at any time. In the absence of execution of a new agreement, such amendments or modifications will become effective 30 days following the date of notification via email to the Primary Contact. Afterwards, your continued use of the Service will constitute acceptance of any such amendments or modifications.

## Service Ticket Targets

Priority Level	Service Hours	Target to Respond	Target to Resolve
1 – Critical	24x7x365	.5 hour	2 hours or less
2 – High	24x7x365	1 hour	4 hours
3 – Moderate	Full Service Hours*	4 hours	1 day (12 hours)
4 – Low	Full Service Hours*	4 hours	5 days (60 hours)
5 – Minimal	Full Service Hours*	4 hours	10 days (120 hours)

\*Full Service Hours are defined in the Services Guide.

## Managed Services

### First Hundred Days Guarantee

#### *Guarantee*

During the first 100 days of a Managed Services or Aldridge Cloud Hosting Service relationship with you as a new client, Aldridge will assign a Project Manager, Account Manager, and support technician(s) (the “team”) to bring your environment and users onboard. “Onboarding” includes collecting and documenting all necessary information to provide accurate proactive and reactive support for Covered Devices and Users in your environment. During onboarding the team will exercise promptness, professionalism, and diligence. The team will provide your Primary Contact with welcome emails and a cheat sheet for covered Users to initiate and enable a successful computing and support experience. The team will install our TAC Agent on any covered servers, covered workstations, and other covered devices, and, the team will verify that adequate preventive software is installed on all covered workstations and covered servers to protect against spyware, malware, and viruses. Finally, the team will conduct the initial strategic business review that includes user survey data, environment documentation, and a 12 – 18-month IT action plan.



## Measurement

The success of the first hundred days is measured completely by your satisfaction. You must be 100% satisfied that Aldridge achieved the Guarantee.

## Remedy

During these first 100 days, beginning on the date of the onboarding kick-off meeting, if Aldridge fails to obtain 100% Client satisfaction, you may terminate the Managed Services agreement without any termination charge, and Aldridge will provide reasonable transition assistance. Additionally, any recurring monthly services fees through the day of cancellation will be refunded so long as you participate in a lessons learned meeting with Aldridge management.

## Service Tickets for all Managed Services

### Guarantee

Help desk support services will respond to and resolve 100% of service tickets submitted. During any rolling thirty (30) day period, help desk support services will meet the Service Ticket Response and Resolution Times 95% of the time. The remaining 5% is reserved for more complicated and/or complex issues that will exceed normal timelines to resolve; these issues will be resolved in no less than 30 days from submission.

### Definition

Severity levels are defined by the gravity of each incident. Indicators and examples of priority are:

Priority Level	Indication	Examples
1 – Critical	Access to email or more than one (1) critical system or application is unavailable company-wide (or at a single company location) causing multiple user work stoppage due to no viable workaround.	Any of the following are down with no viable workaround in place: Internet Multiple servers/virtual servers Firewall Citrix/Remote Access for multiple users Email is down company-wide
2 – High	Access to a critical system or application is unavailable or impaired functionality causing multiple user work stoppage due to no viable workaround, or access to all systems for an individual user causing work stoppage.	Company-wide printing ERP is down Single server is down QuickBooks access down for multiple users Individual user completely down Global Logon Issues
3 – Normal	Individual user access or functionality issues to any system or application, or security access changes for individual users.	Individual Logon Issues Severe latency Single user access to an application User off-boarding File restores Folder/Application access issues Individual Printing issues Individual user email issues



4 – Low	User or client requests that do not represent any level of work stoppage.	Employee Onboarding Requests Distribution or Security Group Modifications White list/Blacklist requests Requests for computer cleanup Requests for information All other requests that do not represent ANY work stoppage
5 – Minimal	No immediate user or client impact.	Root cause analysis Request to review technical specifications Test new software or hardware.

### *Measurement*

Managed Services are measured by the percentage of tickets which meet the target response or resolution times. Response time begins when Aldridge receives a service ticket. Resolution time is defined as the amount of time from when the ticket was received until it is successfully resolved.

### *Remedy*

If during any calendar month, Aldridge fails to meet the target ticket response and resolution times in accordance with this Service Level Agreement (SLA), then you are entitled to a credit equal to one (1) day of the Monthly Fee per percentage point missed for the affected Managed Services on the applicable Service Order.

## **Backup Protection for Aldridge Cloud Servers**

### *Guarantee*

Within six (6) hours of a Client Activation Due to an Event, Aldridge will initiate and complete the activation of the target cloud server(s) so you have the ability to access the operating system and start the application(s) on the target cloud server(s) at the data center by way of the local or domain account logon (“Start-up”).

### *Definition*

“Client Activation Due to an Event” means the time at which you notify Aldridge to begin the process of activating the target cloud server.

### *Remedy*

You are entitled to a credit equal to one (1) day of the Monthly Fee for the affected Cloud Service on the applicable Service Order for every hour more than the 6 hour guarantee until the Start-up is complete.



## **Managed Backup & Continuity Availability**

### *Guarantee*

The Managed Backup & Continuity systems which perform your data backups will be operational and available for backups of your data 100% of the time during the term of the Service Order (“Backup”). For any instance of Backup unavailability, a Priority 1 service ticket will be entered by an Aldridge monitoring system or an Aldridge staff member.

### *Definition*

As used herein, Backup means the cloud-hosted system which performs data backups to a data center or multiple data centers which are in different locations from the source of the data.

### *Measurement*

Backup will be measured utilizing monitoring software to measure the availability of the system. Backup will be deemed available if the system is responsive to standard ICMP or SNMP requests and services required to perform backups are running and available.

### *Remedy*

During any calendar month period, if Managed Backup & Continuity Availability falls below 100%, then you are entitled to a credit of ten percent (10%) of the Monthly Fee for the affected Backup on the applicable Service Order for the calendar month in which Aldridge failed to meet the monthly Backup guarantee.

## **Aldridge Cloud Hosting Services**

### **Network Availability**

#### *Guarantee*

So long as they are configured in a redundant configuration so that all single points of failure have been eliminated, Network hardware components which are owned by and provided by Aldridge, will be operational and available to you 99.9% of the time during the term of the Service Order.

Notwithstanding the foregoing, for all network hardware provided by Aldridge in which the hardware is configured in a single architecture, Aldridge commits that associated network hardware will be operational and available to you 98% of the time during the Term of the Service Order. For any instance of a loss of redundancy due to network hardware problems, a Priority 3 ticket will be entered by an Aldridge monitoring system or an Aldridge staff member. Likewise, for any instance of total loss of connectivity due to network hardware problems, a Priority 1 ticket will be entered.

#### *Measurement*

Aldridge shall will monitor the network hardware and the network devices will be polled every five (5) minutes via a standard ICMP or SNMP poll.

#### *Remedy*



If during any calendar month period, Network Availability falls below the applicable percentage as an average for the month, then Client is entitled to a credit of ten percent (10%) of the Monthly Fee for the affected Network on the applicable Service Order for the calendar month in which Aldridge failed to meet the monthly Network Availability guarantee.

## **Power Availability**

### *Guarantee*

100% power availability in the data center. For any instance of power unavailability, a Priority 1 service ticket will be opened by an Aldridge monitoring system or staff member.

### *Definition*

“Power Availability” means the provision of uninterrupted electrical power to the data center infrastructure and to the Equipment providing your service. This Guarantee is not available if you have contracted for only A-Side Power Circuit(s) (without a B-Side Circuit(s)), or if your total utilization of an A & B Side pair exceeds 80% of the capacity of one of the circuits in the pair, or if you contract for a B-Side Circuit(s) and the Equipment you provide does not support multiple redundant power feeds.

### *Measurement*

Power Availability is measured as the unscheduled time that the Aldridge-provided dual power feeds were simultaneously unavailable.

### *Remedy*

If during any calendar month period, Power is unavailable as a result of Aldridge actions or inactions, such that your services are interrupted, then you are entitled to a credit equal to one (1) day of the Monthly Fee for the affected hosting service under the applicable Service Order for each incident. If your service exceeds eight (8) or more cumulative full hours of unavailability during a calendar month, then you are entitled to a total credit of one (1) month’s Monthly Fee for the affected hosting service on the applicable Service Order for the calendar month in which Aldridge failed to meet the Power Availability guarantee.

## **Cooling Availability**

### *Guarantee*

100% cooling availability in the data center. For any instance of cooling unavailability, a Priority 1 service ticket will be opened by an Aldridge monitoring system or staff member.

### *Definition*

“Cooling Availability” means the provisioning of uninterrupted cool air delivered to targeted areas (cool aisles) in the data center.

### *Measurement*

Cooling Availability is measured as the unscheduled time that facility-provided cool air delivery was unavailable.

### *Remedy*

If during any calendar month period, Cooling is unavailable as a result of Aldridge actions or inactions,





such that your services are interrupted, then you are entitled to a credit equal to one (1) day of the Monthly Fee for the affected hosting service under the applicable Service Order for each incident. If your service exceeds eight (8) or more cumulative full hours of unavailability during a calendar month, then you are entitled to total credit of one (1) month's Monthly Fee for the applicable hosting service on the applicable Service Order for the calendar month in which Aldridge failed to meet the Cooling guarantee.

## **Aldridge Cloud Server Hosting Availability**

### *Guarantee*

The Aldridge Cloud Server Hosting for which you have contracted with Aldridge will be operational and available to you 100% of the time during the term of the Service Order ("Aldridge Cloud Server Hosting Availability"). For any instance of single Aldridge Cloud Server Hosting unavailability, a Priority 2 service ticket will be entered by an Aldridge monitoring system or Aldridge staff member. Likewise, for any instance of multiple Aldridge Cloud Server Hosting's unavailability, a Priority 2 service ticket will be entered.

### *Definition*

As used herein, "Aldridge Cloud Server Hosting" means the virtual instance and the operating system situated thereon and does not include the network infrastructure connected to the server. Additionally, in the event you retain ROOT or ADMIN privileges or equivalent, you and Aldridge will work together to determine the cause of the service-impacting event and this Service Level Agreement will not be applicable to the event, unless the event is caused by Aldridge's sole negligence or willful act.

### *Measurement*

Aldridge Cloud Server Hosting Availability will be measured utilizing monitoring software to measure the availability of your Aldridge Cloud Server Hosting. The Aldridge Cloud Server Hosting will be deemed available if the Aldridge Cloud Server Hosting is responsive to standard ICMP or SNMP requests.

### *Remedy*

If during any calendar month period, Aldridge Cloud Server Hosting Availability falls below 100%, then you are entitled to a credit of ten percent (10%) of the Monthly Fee for the affected Aldridge Cloud Server Hosting service on the applicable Service Order for the calendar month in which Aldridge failed to meet the Aldridge Cloud Server Hosting Availability guarantee.

## **Dedicated Server Hosting Availability (Deprecated)**

### *Guarantee*

The Dedicated Server Hosting for which you have contracted with Aldridge will be operational and available to you 100% of the time during the term of the Service Order ("Dedicated Server Hosting Availability"). For any instance of Dedicated Server Hosting unavailability, a Priority 2 service ticket will be entered by an Aldridge monitoring system or Aldridge staff member.

### *Definition*

As used herein, "Dedicated Server Hosting" means the equipment and the operating system situated thereon and does not include the network infrastructure connected to the server. Additionally, in the



event you retain ROOT or ADMIN privileges or equivalent, You and Aldridge will work together to determine the cause of the service-impacting event and this Service Level Agreement will not be applicable to the event, unless the event is caused by Aldridge's sole negligence.

#### *Measurement*

Dedicated Server Hosting Availability will be measured utilizing monitoring software to measure the availability of your Dedicated Server Hosting. The Dedicated Server Hosting will be deemed available if the Dedicated Server Hosting is responsive to standard ICMP or SNMP requests.

#### *Remedy*

If during any three (3) month period, Dedicated Server Hosting Availability for any two (2) months falls below 100%, then you are entitled to a credit of ten percent (10%) of the Monthly Fee for the Dedicated Server Hosting on the applicable Service Order, for each of the two months during which the Dedicated Server Hosting Availability guarantee was not met.

### **Hosted VoIP Availability**

#### *Guarantee*

The Hosted VoIP service for which you have contracted with Aldridge will be operational and available to you 100% of the time during the term of the Service Order ("Hosted VoIP Availability"). For any single phone with dial tone unavailability, a Priority 2 service ticket will be entered by an Aldridge monitoring system or Aldridge staff member. For any instance of multiple phones with dial tone unavailability, a Priority 1 service ticket will be entered.

#### *Definition*

As used herein, "Hosted VoIP" means the provisioning of uninterrupted dial tone service at the hosted VoIP switch in the Aldridge Data Center and does not include the network infrastructure or internet connection to which any soft phone or handset is connected.

#### *Measurement*

Hosted VoIP Availability will be measured utilizing monitoring software to measure the availability of your VoIP service. The Hosted VoIP service will be deemed available if the VoIP hosting equipment is responsive to standard ICMP or SNMP requests.

#### *Remedy*

If during any calendar month period, Hosted VoIP Availability falls below 100%, then you are entitled to a credit of ten percent (10%) of the Monthly Fee for the affected Hosted VoIP service on the applicable Service Order for the calendar month in which Aldridge failed to meet the Hosted VoIP Availability guarantee.



## Connectivity Services

### **Dedicated Internet Access (DIA) Availability**

#### *Guarantee*

During any calendar month, the Internet Protocol network utilized to access the Internet from the data center will have availability of 100% for you to transmit to, and receive information from, the Internet. For any instance of DIA unavailability, a Priority 1 service ticket will be opened by an Aldridge monitoring system or staff member.

#### *Definition*

“Dedicated Internet Access Availability” means the ability to route a data packet from your environment located within a data center, to the egress point to the public Internet.

#### *Measurement*

Aldridge will measure availability of the Internet Protocol (IP) network by computing the total number of successful performance measurements between routers as a percentage of the total number of attempts between routers.

#### *Remedy*

If during any calendar month period, Dedicated Internet Access Availability falls below 100%, then you are entitled to a credit equal to one (1) day of the Monthly Fee for the affected Dedicated Internet Access Service on the applicable Service Order. If your service exceeds ten (10) or more cumulative full hours of unavailability during a calendar month, then you are entitled to a total credit of one (1) month’s Monthly Fee for the affected Dedicated Internet Access Service under the applicable Service Order for the calendar month in which Aldridge failed to meet Dedicated Internet Access Availability guarantee.

### **Latency**

#### *Guarantee*

The average round trip latency between any two routers within the Aldridge IP network will not exceed an average of 60 milliseconds in North America during any calendar month. For any instance of increased latency, a Priority 2 service ticket will be opened by an Aldridge monitoring system or staff member.

#### *Definition*

“Latency” means the round trip time it takes for a data packet to travel between two routers within the Aldridge IP network.

#### *Measurement*

Aldridge will measure latency by averaging sample measurements taken during the prior calendar month. Aldridge records the packet measurement based on the time in milliseconds that it takes to send a data packet and to receive the acknowledgement of that data packet.

#### *Remedy*

If average monthly latency on the Aldridge IP network is greater than the Latency Guarantee, then you



are entitled to a credit equal to one (1) day of the Monthly Fee for the specific connectivity service for which latency was detected on the applicable Service Order for the calendar month in which Aldridge failed to meet the average Latency guarantee.

## **Packet Delivery**

### *Guarantee*

A monthly average Successful delivery rate will be 100% for packet delivery through the Aldridge IP network. For any instance of a drop in packet delivery a Priority 1 service ticket will be opened by an Aldridge monitoring system or staff member.

### *Definition*

“Successful delivery” is when a transmitted packet is received by the intended recipient device without any packets dropped due to transmission errors or router overload before exiting the Aldridge IP network.

### *Measurement*

Aldridge will measure packet loss by the number of re-transmitted data packet requests. All data packet retransmits are assumed to be due to a lost packet. Daily measurements will be summed and then divided by thirty (30) to calculate a monthly average.

### *Remedy*

If during any calendar month period, the Aldridge IP network’s average successful Packet Delivery falls below 100%, then you are entitled to a credit equal to one (1) day of the Monthly Fee for the specific connectivity service for which Packet Delivery was interrupted on the applicable Service Order.

## **Cross-Connection**

### *Guarantee*

Copper and fiber Cross-Connects that are provided by Aldridge to connect servers, circuits, and other networks to an Aldridge provided hosting or connectivity service which are configured in a redundant configuration (e.g. two diverse cross-connects with circuit-switched equipment) or a single cable cross-connect without circuit-switched equipment, wherein all single points of failure have been eliminated, will be operational and available to you 100% of the time during the term of the Service Order. For any instance of a loss of redundancy due to cross-connect problems, a Priority 3 ticket will be entered by an Aldridge monitoring system or an Aldridge staff member. Likewise, for any instance of total loss of connectivity due to a cross-connect problem, a Priority 1 ticket will be entered.

### *Measurement*

Aldridge will monitor the associated network hardware and the network devices will be polled every five (5) minutes via a standard ICMP or SNMP poll.

### *Remedy*

If during any calendar month period, the Cross-Connect Availability falls below 100%, then you are entitled to a credit of ten percent (10%) of the Monthly Fee for the affected Cross-Connect on the applicable Service Order for the calendar month in which Aldridge failed to meet the monthly Cross-Connect guarantee.



## Project Services

There is no applicable Service Level Agreement.

## Hourly Services (Time & Materials)

There is no applicable Service Level Agreement.

## Staffing Services

There is no applicable Service Level Agreement.

## Miscellaneous Provisions

### **Service Level Performance Defaults**

If Aldridge fails to meet a defined Service Level during the term of any Service Order, as your sole monetary remedy, you are entitled to receive the credits as reflected herein under each Service Level unless the First 100 Days Guarantee is in effect, in which case the First 100 Days Guarantee controls. Notwithstanding the foregoing, Aldridge will not be deemed responsible for a failure to meet a Service Level if the failure is caused by:

- a Force Majeure;
- your breach of the Master Services Agreement;
- your breach of this Service Level Agreement;
- your non-compliance with its obligations under the Services Guide;
- intentional acts or omissions of you or your employees or agents causing damage or harm to your IT environment or to Aldridge employees;
- the malfunction of facilities, power, or equipment you provided; or
- the failure of any Software to perform in accordance with its specifications (“Software Failure”) and such Software Failure is not caused by Aldridge’s negligence or willful misconduct.

Additionally, Aldridge will not be deemed responsible for a failure to meet a Service Level due to any scheduled maintenance (including maintenance windows, upgrades, repair or component replacement, or scheduled backups) or other mutually agreed-to downtime. Credits under this SLA will not be granted for any downtime caused by:

- changes you made to applications or data;
- your ROOT or ADMIN privileges on your covered devices;
- your requiring Aldridge to maintain, or continue to run unsupported Software or hardware releases;



- Software or hardware failures resulting from the absence of an update, patch, configuration change, maintenance change, repair, or replacement recommended by Aldridge but rejected or delayed by you for any reason; or
- you retaining access control to the network and/or security device(s) for which Aldridge is providing the services.

### **Credit Requests**

Credits are applied to your account upon your written request to Aldridge made within five (5) business days of the last day of the month in which the Service Level failure occurred. You will receive the credit, once verified, in the month following the month in which the Service Level failure occurred in accordance with the terms and conditions set forth above. You will only receive a credit for any failure to meet the Service Level Agreement so long as your undisputed accounts are current in accordance with the MSA. In no event will the total credits for any occurrence exceed your then current Monthly Recurring Fee for the applicable service.

### **Maintenance Windows**

Maintenance Windows are described in the Services Guide. You agree that service interruption for a maintenance window cannot be applied to any Measurement or credits within this Service Level Agreement. Further, if you reject a proposed maintenance window, then, until such time as Maintenance properly occurs, the Aldridge Guarantees in this Agreement and the associated credits are not applicable.

### **Software Failure**

You acknowledge that Aldridge is not the developer of any of the commercial or open-source software that is used to provide the Services hereunder. In the event of such Software Failure, if in the reasonable discretion of Aldridge and you, such Software Failure cannot be cured and if, at the time of such failure no other functionally equivalent software compatible with the equipment is commercially available, you will have the right to immediately terminate the applicable Service Order without penalty to either party. Aldridge will not be liable to you or to any third party for any costs or expenses with respect to such termination.

### **Termination**

If a Service Level failure for the same service occurs three (3) times in any six month period, you may terminate the applicable service on the applicable Service Order upon thirty (30) days prior written notice to Aldridge documenting the Service Level failure. Aldridge will not be liable to you or any third party for any costs or expenses with respect to such termination.

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