

**APPENDIX D
TO DIR CONTRACT NO. DIR-TSO-3755**



Service Level Agreement

For

<<CUSTOMER>>

<<DATE>>

Service Level Agreement – Software Solutions

This Service Level Agreement is made between _____ (“Customer”) and ImageNet Consulting, LLC (“ImageNet”) on the Effective Date below.

Services

ImageNet will provide Customer with certain Software Solutions services as more fully described in Appendix B to this Agreement under the terms of DIR Contract No. DIR-TSO-3755 and those herein.

Hardware/System Support

ImageNet shall provide support and replacement of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Customer after first receiving the Customer’s authorization to incur them.

Coverage

Remote Helpdesk and remote technical services will be provided to the Customer by ImageNet through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, Central Time, excluding State of Texas recognized holidays.

Support and Escalation

ImageNet will respond to Customer’s Trouble Tickets under the provisions of SLA Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened via our ticket entry process by submitting an email ticket to: softwaresupport@imagenetconsulting.com or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking and the Customer will be notified of its receipt. Our escalation process is detailed in SLA Appendix A.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of SLA Appendix B.

Service Disclaimer

Customer grants ImageNet authorization to view any data within the regular routine of the repair or system improvement. Customer also authorizes ImageNet to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry

Excluded Services

Service rendered under this Agreement does not include:

- ▶ Post-Project on-site software technical services (see fee schedule for pricing)
- ▶ Post-Project training of administrator or end-users after project completion
- ▶ Hardware warranty or maintenance (separate agreement required)

Suitability of Existing Environment

Minimum Standards Required for Services

In order for Customer’s existing environment to qualify for ImageNet’s Remote Technical Services, the following requirements must be met:

- ▶ All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- ▶ All Desktop PC’s and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows XP Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- ▶ All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- ▶ The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- ▶ The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.

- ▶ The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- ▶ All Wireless data traffic in the environment must be securely encrypted.
- ▶ There must be an outside static IP address assigned to a network device, allowing VPN access.

Chronically Failing Equipment

Experience has shown equipment belonging to the Customer which has initially passed Minimum Standard Requirements for system support can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Customer agrees to work constructively and positively with ImageNet to replace the equipment to ensure optimum system performance.

Term of Agreement

This Agreement is effective upon the date signed, shall remain in force for one year (“Initial Term”). Any adjustments or modifications to the terms herein must be made in writing as an amendment to this Agreement and must be signed by Customer and ImageNet.

- ▶ This Agreement will have three (3) one (1) year renewal options exercised by Customer providing Vendor thirty-day written notice prior to the then-expiration date.
- ▶ This Agreement may be terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3755.
- ▶ ImageNet will assist Customer in the orderly termination of services, including timely transfer of the services to another designated provider. Customer agrees to pay ImageNet the costs of rendering such assistance. Costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- ▶ Customer agrees to allow ImageNet to assign, delegate, and subcontract services to third party competent contractors approved by ImageNet.
- ▶ If block time is purchased on this agreement, it has an expiration date one year from the date of this agreement.

Taxes

Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3755

Limitation of Liability

Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3755

Confidentiality

ImageNet and its agents may use Customer information, but only as necessary to provide the contracted services, and will use best efforts to protect against unauthorized use.

Miscellaneous

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas Jurisdiction and venue shall exclusively lie in state courts located in Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

This agreement can be modified by a signed written Addendum by both parties.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Force Majeure shall be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3755.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Fees and Payment Schedule

Service Level Agreement

- ▶ Fees will be << \$\$\$\$\$\$>> per <<term>>, invoiced to Customer in accordance with Appendix A, Section 8I of DIR Contract No. DIR-TSO-3755.
- ▶ Any additions to the current system at any future time will be added to the annual fee.
- ▶ It is understood that any and all Services requested by Customer that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.
- ▶ ImageNet Consulting, LLC reserve the right to increase contract rates annually, not to exceed 10% of the previous contract year fees and payments with DIR approval.

Accepted by:

Authorized Signature
Date

<<CUSTOMER NAME>>

Authorized Signature

ImageNet Consulting

Date

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level. Time measurements in this table refer to clock hours (as opposed to business hours):

Trouble	Priority	Response time (in hours)	Resolution time (in hours)	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support provided by ImageNet
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. Support provided by ImageNet & Vendor
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

Service Request Escalation Procedure

- ▶ Support Request is Received
- ▶ Trouble Ticket is Created
- ▶ Issue is Identified and documented in Help Desk system
- ▶ Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

- ▶ Level 1 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

- ▶ Issue is escalated to Tier 2 Support
- ▶ Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

- ▶ Level 2 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

- ▶ Issue is escalated to Tier 3 Support
- ▶ Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

- ▶ Level 3 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

- ▶ Issue is escalated to Onsite Support
- ▶ Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

- ▶ Onsite Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

SLA Appendix B

Software (Software Upgrades, Remote Technical Support All Tiers)

Basic Laserfiche Software Assurance Plan (LSAP B Annual) *	\$0,000.00
Premium Laserfiche Software Assurance Plan (LSAP P Annual) *	\$0,000.00
ImageNet Platinum Plan Basic (Annual) *	\$0,000.00
ImageNet Platinum Plan Premium (Annual) *	\$0,000.00
LincDoc Software Warranty (Annual)	\$0,000.00
Affinity Software Warranty (Annual)	\$0,000.00
Other Software Warranty/Assurance Plan (described below) (Annual)	\$0,000.00

*Laserfiche Software Assurance Plans Include Certified Product Professional Classes as defined.

Service Rates

Labor	Rate
Remote Help Desk 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Software Access/Fix 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Administrator Assistance 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Scanner Assistance 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Tier 2 Software Manufacturer Support	INCLUDED
Remote Help Desk (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$135/hr.
Remote Software Access Technical/Fix (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$135/hr.
Remote Administrator Assistance (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$135/hr.
Remote Capture Assistance (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$135/hr.
Remote Workflow/Issues (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$195/hr.
Remote Migration/Issues (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$195/hr.
On site Technical/Issues Labor 8:00 am – 5:00 pm (1 hour minimum)	\$165/hr.
Onsite Workflow and Migration/Issues Labor 8:00 am – 5:00 pm (1 hour minimum)	\$225/hr.
Onsite Labor All Other Times (1-Hr Minimum)	\$ Time and a half/hr.

Hardware

Servers, scanners and other hardware are covered under warranty or separate maintenance agreement.