

# **Service Level Agreements and Hours of Operation**

This document contains details on OneIT's Service Level Agreements (SLA's) for ticket response times, SLA's per product line, and company hours of operation.

## **SLA for Ticket Response Time**

OneIT's SLA is activated when the customer service or technical support request is delivered via one of the following methods, during OneIT's <a href="https://example.com/html/>hours of operation">hours of operation</a>:

- Using the OneIT desktop app
- An E-mail to support@youroneit.com
- From online support portal
- Using the <u>technical support webform</u> on our website
- By calling 614-929-3850

### Standard SLA times are as follows:

Priority 1	Emergency Response	High urgency and high impact	< 30 minutes
Priority 2	Quick Response	Medium urgency and high impact	< 2 hours
		High urgency and medium impact	
Priority 3	Normal Response	Medium urgency and medium impact	< 4 hours
		High urgency and low impact	
Priority 4	Schedule Maintenance	Medium urgency and low impact	N/A
Priority 5	Next Time	Low urgency and low impact	N/A

**Priority 1** - Issues that directly impact business functions and hinder regular operation during normal business hours such as a server being down. Technical Support Experts make urgent cases a priority and will respond as quickly as possible. Expect an initial response within 30 minutes or less. **When submitting a Priority 1 support request, add the word Emergency to the email or form's subject line.** 

**Priority 2** - Issues that impact business, but do not hinder regular operation, such as a device being down, or a device having no space available for additional backups. A Technical Support Expert will provide an initial response within two hours.

**Priority 3** - Issues that do not impact normal business function, but cause problems with backups, such as failed backups or error messages. A Technical Support Expert will provide an initial response within four hours.

**Priority 4&5** - Issues that do not impact business or backup function or do not have a time constraint, but may cause problems in the future, such as warning messages.

## **Performance SLA for Service Lines**

Two of the services that OneIT offers have their own SLA's, including what is covered by the Ticket Response Time SLA.

- DataVault (OneIT's backup and recovery/BCDR service line)
- OnDemand (OneIT's hosted cloud solutions)

#### Performance SLA for DataVault

OneIT Inc. provides the following SLA solely in connection with and as part of the "OneIT DataVault" service. This SLA is only valid if:

- Client maintains two or more backup instances in geographically dissimilar locations, which can be local, cloud, or a combination of both.
- Has provided and has agreed to the Recovery Point Objective (RPO) and the Recovery
  Time Objective (RTO) for applications and machines (including guests & hosts) being
  protected by OneIT DataVault prior to the start of the implementation process.

This SLA is valid 24 x 7 x 365 and is not subject to OneIT's hours of operation.

If customer does not have ransomware detection and an immutable storage repository managed by OneIT, OneIT cannot be responsible for failed recovery due to deposited threats. Labor to restore and cleaning of environment caused by a Ransomware infection will not be covered under the DataVault agreement and therefore will be charged as time and material based on your agreed contracted labor rate.

The Performance SLA for DataVault is activated when either a technical support request is delivered via one of the following methods:

- Using the OneIT desktop app
- An E-mail to support@youroneit.com
- From online support portal
- Using the technical support webform on our website
- By calling 614-929-3850

Or when the service interruption occurs, if the service interruption is caused by OneIT's hosted infrastructure.

If the service request is not delivered using one of the listed methods, such as an email direct to an employee, the SLA will not be valid. Once OneIT is notified by "the customer", OneIT has up to 30 minutes to confirm receipt of outage. OneIT, Inc. agrees only under the SLA that the Cloud Services will maintain a 99.9% uptime after above variables are exhausted. With that in mind, OneIT agrees to the definition(s) below.

If User makes a valid claim for OneIT, Inc.'s failure to satisfy the SLA, OneIT, Inc. will provide a complimentary credit to the User account for the Service, which will be available for the remainder of the then-current Services Period (excluding any renewal of such Services Period) for each 1/10th of 1% (i.e. .01%) of the SLA Uptime deficiency. Any claims for SLA requests must be sent in writing via email to OneIT, Inc. (support@youroneit.com) within ten (10) calendar days of the alleged incident, or such claims are permanently and forever deemed waived by Customer. Notwithstanding anything to the contrary contained herein, the immediately foregoing remedy constitutes Customer's sole and exclusive remedy (and then only to the extent the SLA is actually applicable) for OneIT, Inc.'s failure to satisfy the SLA. In the event OneIT, Inc. fails to satisfy the SLA for three (3) consecutive months, Customer shall have the option to immediately terminate this Agreement, and OneIT, Inc. shall refund to Customer all amounts previously paid by Customer for services not yet rendered by OneIT, Inc. For purposes hereof, "Uptime" shall be calculated for a calendar month in accordance with the following formula: Uptime equals (a) total minutes per calendar month minus total minutes Downtime per calendar month, divided by (b) total minutes per calendar month.

For purposes herein, "Downtime" is defined as the inability for OneIT, Inc. systems to deliver a subscribed to service. Downtime ends when the service is substantially restored or a suitable substitute solution is identified and implemented by OneIT, Inc. Notwithstanding the foregoing, Downtime shall specifically not include any period of unavailability that is directly or indirectly caused by or due to (a) scheduled maintenance and/or upgrades which require OneIT, Inc. or customers IT support staff/company to perform maintenance or other services on any technology environments, computing systems or information technology networks; (b) any failure of the Internet and/or any other Force Majeure Event (as defined in the Terms and Conditions); or (c) any act or omission on the part of User or any third party.

The customer's sole remedy under this SLA is referenced to in item **7. Termination** and item **19. Equitable Relief**, in the <u>Terms and Conditions</u> documents.

### Performance SLA for OnDemand

OneIT Inc. provides the following Service Level Agreement ("SLA") solely in connection with and as part of the Cloud Services listed or referred to as "OneIT DataVault" and "OneIT OnDemand". This SLA is only valid if:

- User maintains two or more instances in geographically dissimilar OneIT data center locations
- OnDemand comes with a standard version of DataVault, which includes retention for 30 days as follows: Four full backups on a designated day (e.g. Monday), with 6 days of incremental backups between each full. The oldest week will drop off as appropriate to maintain a rolling 30-day retention window. If additional retention is desired, OneIT will accommodate, but at an additional cost. Therefore, the DataVault portion of the OnDemand SLA is valid only if the Customer has provided and has agreed to the Recovery Point Objective (RPO) and the Recovery Time Objective (RTO) for applications and machines (including guests & hosts) being hosted by OneIT OnDemand prior to the start of the implementation process.

This SLA is valid  $24 \times 7 \times 365$  and is not subject to OneIT's hours of operation.

If customer does not have ransomware detection and an immutable storage repository managed by OneIT, OneIT cannot be responsible for failed recovery due to deposited threats. Labor to restore and cleaning of environment caused by a Ransomware infection will not be covered under the DataVault agreement and therefore will be charged as time and material based on your agreed contracted labor rate.

The Performance SLA for OnDemand is activated when either a technical support request is delivered via one of the following methods:

- Using the OneIT desktop app
- An E-mail to <a href="mailtosupport@youroneit.com">support@youroneit.com</a>
- From online support portal
- Using the <u>technical support webform</u> on our website
- By calling 614-929-3850

Or when the service interruption occurs, if the service interruption is caused by OneIT's hosted infrastructure.

If the service request is not delivered using one of the listed methods, such as an email direct to an employee, the SLA will not be valid. Once OneIT is notified by "the customer", OneIT has up to 30 minutes to confirm receipt of outage. OneIT, Inc. agrees only under the SLA that the Cloud Services will maintain a 99.9% uptime after above variables are exhausted. With that in mind, OneIT agrees to the definition(s) below.

If User makes a valid claim for OneIT, Inc.'s failure to satisfy the SLA, OneIT, Inc. will provide a complimentary credit to the User account for the Service, which will be available for the remainder of the then-current Services Period (excluding any renewal of such Services Period) for each 1/10th of 1% (i.e. .01%) of the SLA Uptime deficiency. Any claims for SLA requests must be sent in writing via email to OneIT, Inc. (support@youroneit.com) within ten (10) calendar days of the alleged incident, or such claims are permanently and forever deemed waived by

Customer. Notwithstanding anything to the contrary contained herein, the immediately foregoing remedy constitutes Customer's sole and exclusive remedy (and then only to the extent the SLA is actually applicable) for OneIT, Inc.'s failure to satisfy the SLA. In the event OneIT, Inc. fails to satisfy the SLA for three (3) consecutive months, Customer shall have the option to immediately terminate this Agreement, and OneIT, Inc. shall refund to Customer all amounts previously paid by Customer for services not yet rendered by OneIT, Inc. For purposes hereof, "Uptime" shall be calculated for a calendar month in accordance with the following formula: Uptime equals (a) total minutes per calendar month minus total minutes Downtime per calendar month, divided by (b) total minutes per calendar month.

For purposes herein, "Downtime" is defined as the inability for OneIT, Inc. systems to deliver a subscribed to service. Downtime ends when the service is substantially restored or a suitable substitute solution is identified and implemented by OneIT, Inc. Notwithstanding the foregoing, Downtime shall specifically not include any period of unavailability that is directly or indirectly caused by or due to (a) scheduled maintenance and/or upgrades which require OneIT, Inc. or customers IT support staff/company to perform maintenance or other services on any technology environments, computing systems or information technology networks; (b) any failure of the Internet and/or any other Force Majeure Event (as defined in the Terms and Conditions); or (c) any act or omission on the part of User or any third party.

The customer's sole remedy under this SLA is referenced to in item **7. Termination** and item **19. Equitable Relief**, in the <u>Terms and Conditions</u> documents.

# **Hours of Operation**

At OneIT, we are always looking for ways to help our customers best achieve their IT goals. Whether it's with new IT solutions, cyber security risk reductions, or more robust business continuity, we consistently have our eye on the horizon to ensure our clients have access to the most up-to-date IT solutions available.

OneIT is excited to announce that we have expanded support hours for customers who need emergency service.

While there is a fee associated with this service, we hope it will be helpful for our clients who need emergency service during OneIT's non-business hours.

Extended hours and fees are as follows:

Weekdays, 6pm – 6am, at 1.5x your normal hourly rate

Weekends, 6pm Friday – 6am Monday, at 1.5x your normal hourly rate

# Holidays, as noted below, at 2x your normal hourly rate

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas

If a holiday falls on a Saturday, it will be observed the preceding Friday. If it falls on a Sunday, it will be observed the following Monday.

We look forward to serving you through your after-hours requests and being there when you need us most.