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Purpose

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between MCCi and the client to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details of the provision of level 3 application support services to the client. Only clients that opt in to this formal SLA (which has an additional cost that is not included in annual software maintenance and support renewal), shall receive the additional benefits stated in section 1.a. of this agreement.

Scope of Agreement

The following services are provided in response to the transfer of trouble tickets from the client to MCCi in accordance with MCCi's case management process.

Services Automatically Provided Under This Agreement

The following services are provided in response to the transfer of trouble tickets for level 3 support from the client to MCCi:

1. **Corrective maintenance**—Defined as activities associated with correcting software errors and/or system disruptions caused by software related issues.

   a) **Available Only with Active SLA**
      - **Four business hour response time** – For Severity Level 1 and Severity Level 2 support requests.
      - **Unassisted remote access** – Rather than requiring a client user to monitor and aide in remote support sessions, MCCi will work in an unassisted environment when appropriate and when granted access.
      - **Dedicated support representative by request** – Client can request and schedule time with a specific support representative.
      - **Ability to schedule after hours events/upgrades/etc. –** Clients with an active SLA have the ability to schedule after-hour services sessions with MCCi technical resources. Please note that charges for the specific services still apply.
   b) **Available to all clients (As long as the client has an active support/maintenance agreement)**
      - **Live support hours** – 8AM – 8PM EST
      - **Root-cause analysis** - Analysis of the root causes of problems. MCCi will review problems to determine their root causes, take measures to correct the sources of the problems, and will distribute responses in a timely fashion.
      - **Application of available bug fixes** - Defined as the emergency repair of any system operation that does not comply with the current system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed. MCCi relies on the partner software manufacture to provide such bug fixes.

2. **Ticket status updates**—MCCi will provide direct access to its ticket tracking system for monitoring purposes.

Requests for Services NOT Covered Under This Agreement

This agreement does not cover the following requests. However, MCCi would be pleased to provide a separate statement of work in proposing services to address any of the following:

1. **Evaluation of new software or hardware**—Evaluation or approval of new software or hardware for use within the client. This includes systems developed outside of the client, such as third-party systems, or systems developed by the client.

2. **Procurement of new software or hardware**—If client requires a specific remote access software to be used for support, all software or hardware required for MCCi's use to support the client's applications will be the responsibility of the client.

3. **On-call** MCCi **support management**—MCCi's support managers are not required to be on call. If at a later date the client requires the support manager to be on call for a specific purpose, or on a longer-term basis, then the time must be scheduled and the client shall be charged additional for this service.

4. **Level 1 and 2 support**—Level 1 (help desk) and level 2 (infrastructure support) shall be provided by the client for each production application to be supported, and they shall perform their assigned duties, such as Operating System software, Web server, authentication software, software installation, application installation on production servers, database connections, client software installation, and database changes, for the duration of this agreement.

5. **Backup Services –** Any and all back up services are the responsibility of the client.

6. **Specific training**—Training packages are available at an additional charge based on client needs. Clients can procure annual training packages through renewal of "Managed Services" or have the option of purchasing training and/or consulting when needed.

7. **Major upgrades to applications supported by MCCi** – The level of effort required to upgrade from one major version release to the next is uncertain until it becomes available and has been tested. Major version upgrades typically require professional service assistance, while point release updates to existing versions are supported as part of the service level agreement. Access to updated and new version licensing always requires an active software maintenance plan, which is separate from MCCi's SLA.

8. **Upgrades to application software and associated hardware that is not directly supported by MCCi** —This includes operating system upgrades, database upgrades, authentication software upgrades, and any other third-party vendor-required upgrades. The client's IT infrastructure and management of other internal applications are the responsibility of the client. Prior to upgrading a related application or hardware device, MCCi does require that the client contact MCCi Support to ensure compatibility.

9. **Assistance with application usage**—raining packages are available at an additional charge based on client needs. Clients can procure annual training packages through renewal of "Managed Services" or have the option of purchasing training and/or consulting when needed.

10. **Assistance with application usage when unsupported or nonstandard hardware or software is involved**

11. **Manufacturer's Software Maintenance Renewal** – The renewal of the manufacturer's required maintenance package is not included in MCCi's SLA. It is a separate and required renewal item, however MCCi makes every effort to align renewal dates for ease of administration and record keeping.

12. **Managed Services** – Managed Services are not included in MCCi's SLA. Managed Services are a separate and optional renewal item. Managed Services are typically utilized as pre-purchased discounted time for the purposes of additional training, consultation, professional services, etc. The majority of MCCi clients elect to have Managed Services as part of their annual software renewal package.

13. **Modifications to original application configurations**—Changes in the client's organization or business needs (such as a reorganization or change in business process) may make the current configurations obsolete. When this occurs, the client should engage MCCi through Managed Services or custom packaged Professional Service options. It is highly recommended that the client manager and MCCi work closely together to anticipate future needs and prepare timely updates of systems to accommodate the client's constantly changing business.

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Applications Covered

This agreement is for services related to support requests concerning the production applications sold and supported directly by MCCi and that have an active Software Assurance Plan, and an active MCCi SLA.

Processes and Procedures Related to This Agreement

Call Management Process

MCCi's problem-ticket system will be used to record and track all problem reports, inquires, or other types of calls received by level 3 support. This provides MCCi with the ability to provide metrics in regard to this SLA.

Metrics

Metrics Reporting

Standard reports are available upon request. These reports are expected to be produced by MCCi's problem-ticket system, which will detail ticket management performance against SLA targets. Metrics only include the support requests that are transferred to MCCi for resolution. The metrics will be reported via existing standard problem-ticket system reports as available.

Support Metrics Real-time Monitoring

The client has the ability to track and monitor individual support cases in real-time by utilizing MCCi's problem-ticket system. A requirement is that the client use MCCi's problem-ticket system to enter problem tickets.

Dependence on Other Organizations

MCCi is dependent on other internal groups within the client for services (i.e., help desk, network administration, database services, etc.), and external suppliers (i.e. integrated application providers, hardware providers, etc.) in providing application support services to the client. The client will manage the interface into those suppliers as it relates to the provision of services under this agreement. MCCi is also dependent on MCCi software partners in regards to providing 2nd tier and escalation of support cases when needed.

The list of organizations and vendors that MCCi is dependent on may change during the term of this agreement.

Appendix A

Definitions

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code, such as a question.

Levels of Support

There are three levels of support, only one of which (level 3) is provided under this agreement. These levels, which are integrated into the the client's support process, are defined as follows:

- **Level 1**—This is support provided by the client's internal help desk when it receives the Support Request from a client end user. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to the client's level 2 support, which is the infrastructure support specialists.

- **Level 2**—This is support provided by the client's infrastructure support or subject matter specialist. Operational issues will be resolved at this level. If resolution requires additional assistance, the Support Request is passed to MCCi's level 3 support.

- **Level 3**—This is support provided by a MCCi application support specialist. This level of support does remotely perform point release version updates and application of available bug fixes, if required to resolve the problem. All level 3 contact/ticket reporting is handled by the client's level 2 support contact.

Severity Codes

The following characteristics are used to identify the severity of a problem report:
- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable resolution time

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The level 1 support agent and the client jointly determine the initial severity rating for the report. Level 2 and level 3 support personnel may then negotiate with the client to modify this severity after the report is elevated to them.

	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure				
	The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage				
	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform *some small* portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a *minor* portion of their job, but they are still able to complete most other tasks.
Number of Clients Affected				
	The application failure affects a *large* number of clients.	The application failure affects a *large* number of clients.	The application failure affects a *small* number of clients.	The application failure may only affect one or two clients.
Workaround *[This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]*				
	There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time				
	Within four business hours.	Within four business hours.	Within eight business hours.	Within eight business hours.

*large – If critical and causing system outages, 10 is large
*small – if non-critial, 100 or more

Should CONTRACTOR fail to make commercially reasonable efforts to correct issues identified by the City which prevent the City from using the Licensed Program(s) as outlined herein, then City shall receive a credit equal to 10% of its next annual Support Fee, for the Licensed Program(s) for which a Priority 1 or 2 issue was not resolved. The credit shall apply until Priority 1 or 2 issues are resolved.

Service Level Agreement   Level 3 Application Support
MCCi Support Services

Appendix B

Roles and Responsibilities

<u>the client</u>

the client has the following general responsibilities under this agreement:

- the client will conduct business in a courteous and professional manner with MCCi.
- the client users, clients, and/or suppliers using the applications stated in the Statement of Work will use the appropriate help desk to request support.
- the client will use its own appropriate help desk to provide level 1 support, including creating problem tickets and work orders and assigning responsibility to the appropriate level 2 client resource.
- the client will use its own appropriate internal support group to provide level 2 server, network, firewall, and infrastructure support services, including Operating systems, Web server, authentication software, software installation, application installation on production servers, database connections, and database changes.
- the client will provide all information required to open a support request.
- the client will assign severity codes adhering to the correct usage of these codes as defined in the client's case management process.
- Once a support request has been submitted, the client will make its personnel available to work with the MCCi support resource assigned to the support request.
- the client end users do not contact MCCi support resources directly to report a problem. All problem calls must be logged through the appropriate help desk. This ensures maximum availability and response times.
- the client will continue to provide MCCi access, software, licensing, training, documentation, and support of its remote access software if it requires MCCi to utilize specific software to provide remote support. Otherwise MCCi will utilize its exsitng client user-assisted remote access tools.

<u>MCCi</u>

MCCi has the following general responsibilities under this agreement:

- MCCi will conduct business in a courteous and professional manner with the client.
- MCCi will log all information from the client required to establish contact information, document the nature of the problem and the client's hardware/network environment (as applicable).
- MCCi will attempt to resolve problems over the phone on first call.
- MCCi will escalate support request to next level of internal support within MCCi upon approach of escalation points.
- MCCi will obtain the client's approval before ticket closure or may close the ticket if 3 business days elapse without an update from the client.
- MCCi will be the interface on behalf of the client to MCCi's partner software manufacturers

There are several roles deployed within MCCi that are integral to the provision of support services to the client. These roles include the following:

IT Director/Support Manager

The MCCi IT Director will provide the overall direction of the activities of the support specialists, and will participate directly in the production of the associated deliverables when needed. This individual reports to the MCCi President. His or her duties include supporting the Support Manager, Account Support Representatives, Project Managers, Developers, Trainers and other members of the MCCi team.

Account Support Representative:

The MCCi account support representatives work as a dynamic team of support professionals who provide level 3 application support for applications provided and supported by MCCi. Reporting to the MCCi IT Director and/or MCCi Support Manager, they are responsible for the timely submission of all deliverables. Their duties include:

- Dedicating 100 percent of time to the support of existing MCCi clients
- Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the MCCi technology director and/or support manager.
- Acting as a point of contact for all application issues (software errors and related questions).
- For enhancements, determining the potential high-level effort for all changes, and based on that, either passing it on to a member of MCCi's Managed Services team if it is not a technical support related issue, or completing it themselves if possible. All bugs/software errors are addressed by level 3 support.
- Identifying all tasks associated with each support request and deriving time estimates for the completion of each task.
- Responsibility for responding to and updating tickets.
- Assitance in testing to resolve application problems.
- Providing knowledge transfer to backup support specialist when needed.
- Preparing weekly and monthly status reports for pending support tickets when requested.

Escalated/Overflow Support Representative:

These representatives are responsible for the timely submission of all deliverables and typically have other higher level job duties such as project management, managed services, or development. Their duties include:

- Acting in the capacity of an Account Support Representative when there are additional capacity or escalation needs.