

MASTER SERVICES AGREEMENT
between
TEXAS EDUCATION AGENCY
and
SKYWARD, INC.

April 10, 2012

SCHEDULE 1.2

SERVICE LEVEL MATRIX

1 Critical Service Levels

- ~~1.1 When a Service Level is not met, the Vendor will may be liable for a Service Level Credit. Service level credits will be applied when thresholds have not been met. They will be based per LEA per fiscal year. The LEA will be responsible to notify Vendor if thresholds are questioned. Upon verification of failure, the first incident will be a warning. 2nd will be 1% credit toward their single monthly bill. 3rd incident and 2%. If any additional incidents a maximum of 3% of the monthly bill will be credited. These credits will run independt for the Hosting Services and SSIS product. The maximum exposure per LEA would be \$300 per month per category.~~
- ~~1.2 In no event shall the amount of Service Level Credits credited to LEA with respect to all Service Level Defaults occurring in a single month exceed, in total, 3% of the entire monthly expenditure for the State Contract price.~~

2 Exceptions

- 2.1 "Monthly Invoice", for the purpose of the Service Credit calculation is only for the Base Fees of the applicable system : either Hosting Fee or SAAS Skyward fee.
- 2.2 The Supplier shall not be responsible for a failure to meet any Service Level solely to the extent that such failure is directly attributable to any of the following:
- TEA's (or a TEA Third Party Vendor's) acts, errors, omissions, or breaches of this Agreement.
 - errors caused by the LEA whether intentional or accidental.
 - networking errors outside the control of Skyward
 - 3rd party Skyward support as elected by the LEA.

~~Total Supplier At Risk – Expressed in term of percentage of the Monthly Charge.
Performance Credits are expressed as a percentage of the monthly charges, excluding any pass-through expenses, payable under this Agreement (the “Charges”) at a rate of 2% for the month that a service level failed. In no way will an LEA receive more than \$300 in a single month as a credit.~~

1.1 Server Management**RED**

- 1.1.1 Availability - All Production Servers - Vendor Data Center systems <99%
 1.1.2 Availability - All Development/Test Servers (Hardware & OS) - Vendor Data Center systems <95%

1.2 Severity 1 Incidents**RED**

- 1.2.1 Severity Level 1 - Resolve within 4 Hours <90%

1.3 Application Management**RED**

- 1.3.1 Production SSIS Application and Enterprise Database Availability <97%

1.4 Vendor Data Center Network**RED**

- 1.4.1 Availability - Network - Vendor Data Center systems <97%
 Availability - Network - Vendor Data Center systems**
 The Vendor is not responsible for 3rd Party Outages

1.5 Service Center

- 1.5.1 ~~ASA – Average Speed to Answer within 2 hours~~ <50%

1.1	Server Management	Description	Calculation	Method	Frequency
1.1.1	Availability - All Production Servers - Vendor Data Center systems	Availability is a measure of time that a server is functioning normally, as well as a measure of time the recovery process requires after the system fails. In other words, it is the down time that defines system availability. The hardware and the Operating System are included in this SLA.	Total Uptime divided by (maximum Uptime minus excluded Downtime) times 100	Data is collected from the Server automatically using Vendor data collection software and populated into Vendor online reporting system	Monthly
1.1.2	Hardware - All Development/Test Server - Vendor Data Center systems	Hardware Data Center Service Levels are for hardware and Operating System only. Time waiting for 3rd party hardware and all application related events are not included in this calculation. Also Downtime resulting from load/stress testing is excluded Downtime	Total hardware Uptime divided by (maximum hardware Uptime minus excluded hardware Downtime) times 100	Data is collected from the Server automatically using Vendor data collection software and populated into Vendor online reporting system	Monthly
1.2	Severity 1 Incidents	Description	Calculation	Method	Frequency
1.2.1	Severity Level 1 - Resolve within 4 Hours	The percentage of time required to resolve an Incident classified as a Severity 1, from the start of the Incident to the confirmation of the conclusion of an Incident. Only measures Incidents which Vendor are fully responsible for.	(Total number of Severity Level 1 Incidents restored in <= four hours divided by total number of Severity Level 1 Incidents) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly
1.3	Application Management	Description	Calculation	Method	Frequency
1.3.1	Production SSIS Application and Enterprise Database Availability	The percentage of scheduled time that an application is available for use by a defined User community. Scheduled time is specified in the Service Level Agreement. Non-availability is determined by Downtime due to failure of the application's components	(Minutes Uptime/(Minutes Uptime + Minutes Unscheduled Downtime) *100	Data is collected automatically using Vendor data collection software and populated into Vendor online reporting system	Monthly
1.4	Vendor Data Center Network	Description	Calculation	Method	Frequency

1.4.1	Availability - Network - Vendor Data Center systems	Availability is a measure of time that a network is functioning normally, as well as a measure of time the recovery process requires after the system fails. In other words, it is the down time that defines system availability. The network hardware in the data center and Operating System associated with the normal operations of the TEA environment are included in this SLA.	Total Uptime divided by (maximum Uptime minus excluded Downtime) times 100	Data is collected from the Network devices automatically using Vendor data collection software and populated into Vendor online reporting system	Monthly
-------	---	--	--	--	---------

1.5	Service Center	Description	Calculation	Method	Frequency
1.5.1	ASA — Average Speed to Answer	ASA is measured from when the User presses the final prompt to when an agent answers the phone.	Total Seconds divided by total calls times 100.	Service desk call time data is recorded automatically by Vendor ticketing and workflow system.	Monthly

KEY PERFORMANCE
MEASUREMENT RULES

- 1

For Key Performance Measurements
- 1.1

Key Performance Measurements are defined Service Levels, which are measured, but for which Credits and Earnbacks do not apply
- 1.2

Numeric measurements for Green Service Levels and Blue Service Levels are defined.
- 1.3

The qualitative description of the Key Performance Measure can be found in this document.
- 1.4

Performance Measure metrics will be measured and reported monthly.
- 1.5

Where the Vendor is responsible for maintenance and support, the Vendor must have maintenance and support agreements in place (for third party hardware/ software) which allow them to meet Key Performance Measure commitments.

2.1	Service Desk	GREEN
2.1.1	Call Management - 1 st Contact Resolution Rate	≥75%
2.2	Severity 1,2,3 & 4 Incidents	GREEN
2.2.1	Severity Level 1 - Response within 1 hour	≥70%
2.2.2	Severity Level 2 - Response within 2 hours	≥70%
2.2.3	Severity Level 2 - Resolve within 8 business hours after first contact	≥50%
2.2.4	Severity Level 3 - Response within 12 business hours after receipt	≥80%
2.2.5	Severity Level 3 - Resolve within 4 business days	≥60%
2.2.6	Severity Level 4 - Response within 5 business days	≥80%
2.2.7	Severity Level 4 - Resolve within 5 business days	≥60%
2.3	Security Administration	
2.3.1	Security administration is handled by the LEA	
2.4	Server Management	GREEN
2.4.1	System down alerts - detect & respond to LEAs within 30 minutes	≥90%
2.5	Managed Storage Services: Managed Backup	GREEN
2.5.1	Backup availability	≥95%
2.5.2	Backup resolution of critical faults - ETA to repair provided within 3 hours of fault resolution	≥90%

3.1	Service Desk	Description	Calculation	Method	Frequency
3.1.1	Call Management - 1 st Contact Resolution Rate	Percent of all calls resolved on initial call	(Total number of calls resolved upon first contact divided by total number of calls) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly

3.2	Severity 1,2,3 & 4 Incidents	Description	Calculation	Method	Frequency
3.2.1	Severity Level 1 - Response within 1 hour	Time between receipt of Severity 1 Incident notification and initiating resolution efforts	(Total number of Severity Level 1 Incidents responded to in <= fifteen minutes divided by total number of Severity Level 1 Incidents) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly
3.2.2	Severity Level 2 - Response within 2 hours	Time between receipt of Severity 2 Incident notification and initiating resolution efforts	(Total number of Severity Level 2 Incidents responded to in <= thirty minutes divided by total number of Severity Level 2 Incidents) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly
3.2.3	Severity Level 2 - Resolve within 8 business hours after first contact	The percentage of time required to resolve an Incident classified as a Severity 2, from the start of the Incident to the confirmation of the conclusion of an Incident. Only measures Incidents which the Vendor are fully responsible for.	(Total number of Severity Level 2 Incidents restored in <= eight hours divided by total number of Severity Level 2 Incidents) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly
3.2.4	Severity Level 3 - Response within 12 business hours after receipt	Time between receipt of Severity 3 Incident notification and initiating resolution efforts	(Total number of Severity Level 3 Incidents responded to in <= twenty four hours divided by total number of Severity Level 3 Incidents) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly

3.2.5	Severity Level 3 - Resolve within 4 business days	The percentage of time required to resolve an Incident classified as a Severity 3, from the start of the Incident to the confirmation of the conclusion of an Incident. Only measures Incidents which the Vendor are fully responsible for.	(Total number of Severity Level 3 Incidents restored in <= forty eight hours divided by total number of Severity Level 3 Incidents) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly
3.2.6	Severity Level 4 - Response within 5 business days	Time between receipt of Severity 4 Incident notification and initiating resolution efforts	(Total number of Severity Level 4 Incidents responded to in <= one hundred twenty hours divided by total number of Severity Level 4 Incidents) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly
3.2.7	Severity Level 4 - Resolve within 5 business days	The percentage of time required to resolve an Incident classified as a Severity 4, from the start of the Incident to the confirmation of the conclusion of an Incident. Only measures Incidents which the Vendor are fully responsible for.	(Total number of Severity Level 4 Incidents restored in <= one hundred twenty hours divided by total number of Severity Level 4 Incidents) x 100	Incidents are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly

3.3	Security Administration	Description	Calculation	Method	Frequency
3.3.1	Normal add, change, or disable System User ID or file access request - within 3 business days	Percentage of all approved valid system User ID or file access requests completed in 72 hours	(Total number of requests processed in <= seventy two hours divided by total number of requests) x 100	Requests are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly
3.3.2	Process emergency User ID disable or delete requests based on potential threat - within 1 hour of receipt	Percentage of all approved valid emergency User id disable or delete requests completed within 1 hour of receipt	(Total number of requests processed in <= 1 hour divided by total number of requests) x 100	Requests are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly
3.3.3	Reset/change User password - within 1 hour of receipt as defined in the SOW	Percentage of requests to change User password completed within 1 hour of receipt	(Total number of requests processed in <= 1 hour divided by total number of requests) x 100	Requests are recorded by the Service Desk and populated into Vendor ticketing and workflow system.	Monthly

3.4	Server Management	Description	Calculation	Method	Frequency
3.4.1	System down alerts - detect & respond within 30 minutes	Percentage of system down alerts detected to by the Vendor and responded within 30 minutes.	(Total number of system down alerts responded to <= 30 minutes divided by total number of system down alerts) x 100	Data is collected from the backup environment automatically using Vendor data collection software and populated into Vendor online reporting system	Monthly
3.6.7	Backup resolution of critical faults - ETA to repair provided within 3 hours of fault resolution	Notify TEA within 3 hours of fault resolution for critical faults with backup resolution.	(Total number of ETAs to repair provided in <= 3 hours divided by total number of backup resolution critical faults) x 100	Data is collected from the backup environment automatically using Vendor data collection software and populated into Vendor online reporting system	Monthly