



## **Blue Box Group LLC Service Level Agreement**

**Last Updated: Monday, March 15, 2010**

# Table of Contents

- Blue Box Group LLC Service Level Agreement.....1
- 1. Agreement Overview.....3
- 2. Goals and Objectives.....3
- 3. Periodic Review.....3
- 4. Service Agreement.....3
  - 4.1 Service Scope.....3
  - 4.2 Customer Requirements.....4
  - 4.3 Blue Box Group Requirements.....4
- 5. Service Management.....5
  - 5.1 Service Availability.....5
  - 5.2 Service Measurement.....5
    - 5.2.1 100% availability of network connectivity.....5
    - 5.2.2 100% power availability.....5
    - 5.2.3 Facility Information.....5
    - 5.2.4 Hardware Replacement.....5
    - 5.2.5 100% Primary DNS Availability.....5
  - 5.3 Service Requests.....6
  - 5.4 Maintenance Windows.....6
  - 5.5 Support Services.....6
- 6. Remedy.....8
- 7. Limitation.....8
- 8. Escalation Policy.....9
  - 8.1 Internal Monitoring.....9
  - 8.2 Customer Monitoring.....9
- 9. Document History.....10

# 1. Agreement Overview

This Agreement represents a binding Service Level Agreement (“SLA” or “Agreement”) between Blue Box Group, LLC and the Customer covering the provisioning and use of technical services. This agreement supplements Blue Box Group’s existing Terms of Service and outlines the parameters of all IT, Hosting, and Support Services provided by Blue Box Group to the Customer.

## 2. Goals and Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent and reliable service and support to our Customer. The objectives of this Agreement are:

- To provide a clear reference to service ownership, accountability, roles, and/or responsibilities
- To present a clear, concise, and measurable description of service provisions to the customer
- To match perceptions of expected service provisions with actual service support and delivery
- To provide a clear escalation chain for response to support requests

## 3. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until the Date of Termination of the Customer’s account. This Agreement should be reviewed at minimum once per fiscal year. However, in lieu of a review during any period specified, the current Agreement will remain in effect.

Blue Box Group is responsible for facilitating regular reviews of this document and may do so without the involvement of the Customer. Contents of this document may be amended as required. Customer will be notified 30 days prior to any such amendment by electronic mail to their email address on file. The most current agreement shall be posted at: <http://www.blueboxgrp.com/company/sla>.

## 4. Service Agreement

### 4.1 Service Scope

This SLA covers the following products, services, tools, applications, and components of service. Items marked with an asterisk (\*) only apply to selected products and services.

- Dedicated server hosting

- Virtual server hosting
- Cluster hosting
- Email filtering services
- Domain name services
- Physical security
- Cooling and environment
- Power availability and performance
- Network performance
- Hardware maintenance, repair, and replacement\*
- Support response time
- Web application environment services including:\*

  - Ruby on Rails stack
  - PHP
  - MySQL

## ***4.2 Customer Requirements***

Customer responsibilities and/or requirements in support of this Agreement may vary based on type of service, but universally include:

- Adherence to any related policies, processes, and procedures posted by Blue Box Group.
- Appropriate incident and/or request escalation (See section 8).
- Advanced scheduling of all service related requests and other special services with Blue Box Group as is feasible.
- Adherence to Blue Box Group Terms of Service. These terms of service are available on Blue Box Group's website.
- Appropriate, legal, and ethical use of services.
- Prompt payment for all service fees and subscriptions, including configuration costs, per individual terms established with Customer.
- Reasonable availability of appropriate and capable contacts when resolving a service related incident or request.
- Submission of a written Outage Report upon failure of Blue Box Group to maintain agreed upon service levels (See section 8).

## ***4.3 Blue Box Group Requirements***

- Meeting response times associated with service related incidents as defined herein.
- Appropriate notification to Customer for all scheduled maintenance (Section 5.4).
- Facilitation and response to all service support activities involving incident, problem, change, release, and

configuration management.

## 5. Service Management

### *5.1 Service Availability*

Coverage parameters specific to the services covered in this Agreement are 24 hours a day, 7 days a week, 365 days a year with the exception of scheduled and/or announced service hours. See section 5.4 for an explanation of scheduled maintenance windows.

### *5.2 Service Measurement*

The following metrics and standards will be established and maintained by Blue Box Group to ensure optimal service to the Customer:

#### 5.2.1 100% availability of network connectivity.

Blue Box Group will ensure 100% network availability to all Customer's devices. Downtime will be defined as an outage lasting longer than 30 seconds. BGP reconvergence will not be considered network down time.

#### 5.2.2 100% power availability

Blue Box Group will ensure 100% power availability to all customer devices. Downtime will be defined as any unexpected break in power.

#### 5.2.3 Facility Information

Blue Box Group will ensure customer's servers will be secured from outside intrusion. Full HVAC and fire suppression systems will be maintained to ensure optimal security both from intrusion and damage.

#### 5.2.4 Hardware Replacement

Blue Box Group will replace any failed hardware within a two-hour window. This includes but is not limited to failure of hard drives, mother boards, ethernet cards, server fans, RAM, etc. Blue Box Group stocks spare components for all hardware. Should replacement parts not be available or not remedy the situation, Blue Box Group will swap the entire machine for comparable hardware.

#### 5.2.5 100% Primary DNS Availability

Blue Box Group will ensure 100% availability and functionality of our authoritative DNS services. Customer must use ns1.blueboxgrid.com, ns2.blueboxgrid.com and ns3.blueboxgrid.com as name servers for their domain for this measurement to be valid.

### 5.2.6 Data Backup

Blue Box Group provides nightly off-site backup services at explicit request of the customer. It is the customer's responsibility to provide which directories to back up and to verify the integrity of the backed up data. Backup services are provided as an added convenience for the customer. Blue Box Group is not responsible for any loss of data for any reason and makes no guarantees on the integrity, availability, or reliability of these backups.

### 5.2.7 Patching Policy

Unless explicitly directed otherwise, Blue Box Group will apply critical OS updates only as part of its regular server maintenance. Blue Box Group is not responsible for any issues with custom software applications or customer installed software as a result of these software updates. Any updates to software or non-critical OS updates including updates to Apache, PHP, MySQL, Rails, etc will not be applied by Blue Box Group and is the responsibility of the customer. However, customer may request Blue Box Group to perform additional updates outside critical OS patches on a case-by-case basis. Blue Box Group retains the right to refuse this added service at any time for any reason. Blue Box Group is not responsible for outages caused by patch installation and may provide a user interface allowing the customer to apply their own patches, at which time Blue Box Group may no longer be responsible for critical OS patches.

## *5.3 Service Requests*

In support of services outlined in this Agreement, Blue Box Group will respond to service related incidents and/or requests submitted by the Customer within 1 hour. Actual time to resolution may vary based on severity of problem. Customer can typically expect a response within 15 minutes. During after-hours periods (between 7pm and 7am Pacific Monday through Friday), Customer is expected to follow our escalation policy to log issues considered high priority and that need immediate attention (see section 8 for full information on escalation of events).

## *5.4 Maintenance Windows*

Blue Box Group reserves time for regular scheduled maintenance windows from the hours of 11pm Pacific Time to 3am Pacific Time in order to maintain and upgrade hardware and network components. Blue Box Group has scheduled its maintenance in-line with the windows of our upstream network vendors. Blue Box Group will notify customers via email whom have subscribed to the system status updates and via the Blue Box Group status blog seven (7) days prior to any maintenance window that will directly affect Customer's equipment. It is the Customer's responsibility to maintain current contact information on file with Blue Box Group for such notification.

## *5.5 Support Services*

In an effort both to be able to provide the best support possible for all our customers, to help our customers better estimate the support charges they might incur by requesting BBG technicians to perform certain tasks on their behalf, and to prevent our fairly relaxed stance on billable customer support from being abused, BBG management has come up with the following guidelines which describe our policies with regard to billable and non-billable customer support consulting time:

The following elements were considered while compiling these guidelines:

- We have found that most “typical” support issues that arise can be resolved by one BBG technician in less than 30 minutes. We feel it would be counter-productive to bill a customer for this type of work. We are proud that our staff are able to accommodate most of these requests.
- Because most of the support work we perform involves tasks that won't be invoiced, when an issue or request does arise that will likely incur billable time, it is our practice to prepare a written estimate of the billable time required to complete the work.
- We do not perform billable support work without first getting prior approval from the customer.
- If, after work has been initiated, it becomes clear that our estimates were substantially short of the actual amount of time needed to perform the work, the customer will be notified as soon as this becomes clear.

BBG will do just about anything for its customers, but tries to maintain clear separation between those items that we feel are primarily BBG's responsibility to perform, and those we feel are primarily the responsibility of our customers to perform for themselves. To better define where we feel this distinction lies, we have come up with the following (non-exclusive) lists of work that falls into each category:

Services specifically “covered” under normal support, incurring no billable support charges beyond what is already included in the monthly fee:

- Server reboots
- Password resets
- E-mail client set-up (walk-throughs provided via phone, e-mail, or the web)
- Hardware maintenance on failed or failing hardware
- Actions taken to correct any problems accidentally created by BBG
- “Up and Running Support.” This includes any support necessary to get a customer's services up and running on BBG equipment during the “initial set-up” phase. (This is usually a period lasting about 1 week from initial service activation with BBG.)
- Cluster architecture design consulting
- Network switchport reconfiguration
- Initial troubleshooting of problems with services running on customer machines (so long as this takes less than 30 minutes)
- Configuration changes to existing clusters due to the addition of more equipment or an upgrade in BBG services
- Server reformatting. (This does NOT include server software reconfiguration except where previously covered under “Up and Running Support.”)
- Operating system or standard “stack” software maintenance and upgrades per section 5.2.7 of our SLA.
- Other “typical” support issues which take a BBG technician less than 30 minutes to complete (the definition of “typical” in this sentence being at the sole discretion of BBG management).
- Actions taken to mitigate security problems or breaches that originate outside the customer's organization (however, cleaning up after a breach is NOT covered).

Services specifically not covered under normal support, incurring billable support charges:

- Client application troubleshooting or performance tuning
- Load testing
- Server software configuration or optimization
- Setting up Urchin web stats on VPSes or dedicated servers.
- Configuring MySQL replication
- Major consolidations or reconfigurations of customer machines or clusters after initial setup, except where charges have been previously agreed to be waived in writing by BBG management
- Configuration or troubleshooting of non-standard software
- Other “atypical” support issues which will take a BBG technician more than 30 minutes to complete (the definition of “atypical” in this sentence being at the sole discretion of BBG management.)
- Actions taken to correct customer-created problems (eg. Restoring data from backups after the customer or their code corrupts it; emergency upgrades or migrations where BBG informed the customer of an impending problem sufficiently in advance of said problem having a significant effect on customer services; etc.)

Please note: In all cases, determining whether a given consulting task falls under billable support is up to the sole discretion of BBG management. However, in all cases where billable consulting time will be incurred, the customer will be informed before any work is performed.

## 6. Remedy

Should service fail to achieve the performance thresholds defined herein, Customer will be credited 500% of the value of the service lost following a submitted outage report. This value is calculated as the time duration of failure divided by the length of the current billed service period multiplied by the amount of the current billed service value. For calculation purposes, a month is considered to have thirty (30) days. Maximum credit will be no more than Customer’s total monthly bill. Any violation of this Agreement does not serve as a basis for termination of contracted services unless specifically defined in such contract. The remedies set forth in this Agreement are the sole and exclusive remedies for failure.

To be eligible for above stated remedy, Customer must file, or respond to a Blue Box Group generated support ticket per the instructions in Section 8. This ticket must include evidence of an outage that can be verified by Blue Box Group staff members. Evidence includes ping data, traceroute data, screen shots of affected websites, or other information that will help indicate the existence of a server related issue. Blue Box Group billing department will calculate the refund percentage and update the ticket appropriately.

## 7. Limitation

The remedies set forth in this Agreement shall not be applicable under the following circumstances:

- Scheduled maintenance
- Malicious attacks
- Customer-created problems
- Report of failure more than 15 days after actual date of incident

- Force Majeur, including war, insurrection, strikes, labor actions, delays in key suppliers or vendors, and such matters that are not reasonably foreseeable and are beyond Blue Box Group's ability to control.
- Customer being more than 15 days past due on payment of any recurring service invoice.

## 8. Escalation Policy

### *8.1 Internal Monitoring*

It is important to the successes of the relationships between Blue Box Group and the Customer that both parties understand the escalation chain in the event of an outage. Blue Box Group maintains an internal Network Management Suite (NMS) that alerts us internally of issues associated with customer equipment. This system is designed to automatically route and escalate issues to the proper staff who can resolve the issue. All machines are scanned at a minimum of every 5 minutes with any outage triggering instant action. Upon notification, staff members will open a support ticket for the issue and begin to diagnose the issue. Further updates as a result of investigation from our staff will be made in that support ticket.

### *8.2 Customer Monitoring*

Should a customer identify an issue that Blue Box Group has not yet identified, they should follow the specified escalation path. Customer should log a ticket in Blue Box Group's support system (<http://support.blueboxgrid.com>) for any issue regardless of priority. For urgent issues (system down, service outage, etc), Customer should then use the "escalate ticket" function within the support system, or follow up that ticket with a phone call to our support division (1-800-613-4305 x 1). Customer should utilize the "urgent" support voice mail marking feature to request escalation.

## 9. Document History

March 15<sup>th</sup>, 2010

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- Section 2: Wording change in the second bullet point.
- Section 3: Wording change clarifying our escalation procedure.
- Section 5.5: Wording change in the last bullet point.
- Section 7: Addition of the final bullet point adding past due accounts as a limitation of remedy.
- Section 9: Addition of section 9.