

# Town of Townsend

## *Virtual IT Services Service Level Agreement (SLA)*

Presented by



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## 1.0 Introduction & Overview

Guardian Information Technologies, Inc.'s *Virtual IT Services* offers clients the best Information Technology services available anywhere. This Service Level Agreement (SLA) defines the specific IT services (and delivery parameters) Guardian Information Technologies, Inc. ("Guardian") will provide to the Town of Townsend ("client").

These services are predicated on a philosophy that it is far better to be proactive (rather than reactive) and variables of time and distance *can* be eliminated in addressing most technology issues. In order for Guardian Information Technologies, Inc. to deliver services in a timely and effective manner, and to ensure that the service meets and exceeds our client's expectations, this Service Level Agreement defines and establishes the following understanding between Guardian Information Technologies, Inc. and client:

- A clear frame of reference on the agreed service level.
- An objective insight into the performance of the technology environment.
- An assurance of a high level of service quality.
- Establish an ongoing dialogue through structured status reports, review meetings and evaluations.
- Define an agreed set of responsibilities and procedures.

It is Guardian Information Technologies, Inc.'s intention to translate this SLA into the services defined and described throughout this document.

### 1.1. DEFINITIONS

**1.1.1. Client:** The individual organization serviced by Guardian Information Technologies, Inc. will be referred to as the "client" throughout this document.

**1.1.2. SPOC (Single Point of Contact):** It is required that the client identifies a single point of contact (SPOC), and one alternate, for communication between Guardian Information Technologies, Inc. and the client. This individual will be authorized to request services from Guardian Information Technologies, Inc. and is responsible for triaging issues on behalf of the client.

The client is requested to email [helpdesk@guardianinfo.com](mailto:helpdesk@guardianinfo.com) for service requests or to call (978) 840-1212 x0.

The client is also requested to provide the contact information for additional IT service providers (i.e. Internet Service Provider, web hosting, et cetera) that Guardian Information Technologies, Inc. may need to collaborate with for problem resolution.

**CLIENT:**

Name :		Name :	
Department :		Department :	
Title :		Title :	
Role :	SPOC	Role :	Alternate
Telephone :		Telephone :	
Email :		Email :	
Mobile Phone :		Mobile Phone :	

**1.2. COMMUNICATION STRUCTURE**

Both parties have agreed to execute the following communication and reporting activities in order to accomplish the goals of this Service Level Agreement.

Meeting/Reporting	Frequency (per year)
Monthly Reports (Upon request)	12
Review & Planning Meetings	3
Server Performance Assurance Check (PAC) & Reporting	3
Asset Inventory	2
Yearly Relationship and Satisfaction Evaluation	1

Additional ad-hoc reports may be generated upon request from the client or as warranted.

**1.3. DURATION OF SLA**

This SLA commences on the Date of Acceptance of this contract and continues for a three (3) year term unless terminated sooner in accordance with the termination provisions of this Agreement. The Term will renew automatically for successive one (1) year periods (subject to no more than a 10% increase), unless either party notifies the other in writing of its desire not to renew at least ninety (90) days prior to the expiration of the then current Term.

**1.4. TERMINATION**

Either party is entitled to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within 30 days after receipt of written notice of the same. Otherwise, the client agrees that this Agreement may not be terminated or cancelled, and the client has an unconditional obligation to make all payments due under the Agreement. The client may not withhold, set-off, or reduce payments for any reason. This Agreement may be terminated subject to the following:

If this Agreement reaches the end of term, or is terminated, Guardian will assist the client in the orderly termination of services, including transfer of the services to another designated provider. Client agrees to pay Guardian, the current one-month fee in advance as a retainer. Services will be rendered at the current non-agreement hourly rate (currently \$175 / hour) for the transition

(and subtracted from the retainer). Additional services will require an additional one-month retainer. Any retainer balance will be credited to the client upon final disengagement.

#### **1.5. LIMITATIONS OF LIABILITY**

In no event shall either party be liable for any special, indirect, exemplary or consequential damages, or for lost revenue, loss of profits, savings, or other indirect or contingent event-based economic loss arising out of or in connection with this agreement, or any scopes of work or any services performed or parts or equipment or software supplied or procured hereunder, any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing services under this Agreement or any statement(s) of work even if such party has been advised of the possibility of such damages. Except for the client's payment obligations and each party's indemnification obligations, each party's aggregate liability to the other for damages from any and all causes whatsoever and regardless of the form of action, whether in contract, tort or negligence, shall be limited to the amount of the aggrieved party's actual direct damages, not to exceed the amount of fees paid by you to Guardian for the specific Service upon which the applicable claim(s) is/are based during the three (3) months immediately prior to the date on which the cause of action accrued.

#### **1.6. INDEMNIFICATION**

Each party (Guardian, and the client, an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services; provided however, that such damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.

Further, it is understood and agreed upon that Guardian Information Technologies, Inc. will not be held liable for any hardware / software failures during or subsequent to the duration of this agreement – inclusive of subsequent cyberattacks / ransomware, virus infections, device failures, et cetera.

As such, both parties (i.e. Guardian and the client) agree Guardian will not be responsible for any data lost, corrupted, or rendered unreadable due to communication and/or transmissions errors or related failures, or hardware, software, and notification failures (including but not limited to silent corruption-related issues). The client is strongly advised to periodically (3-4 months) have Guardian verify the integrity and availability of all backed up data.

The client assumes responsibility for the physical security of all equipment which is located at the client's facilities that is the property of Guardian Information Technologies, Inc. Any physical damage to the device (fire, flood, theft, mishandling, et cetera) or its components will result in full reimbursement to Guardian Information Technologies, Inc. for all associated replacement hardware, software, and associated engineering services (i.e. setup, deployment, configuration, et cetera).

#### **1.6. BILLING**

Guardian Information Technologies, Inc. will issue the client a monthly invoice 30 days prior to the beginning of the quarter that services are to be rendered.

#### **1.7. PAYMENT**

The client must make each quarterly payment so that it is received by Guardian Information Technologies, Inc. no later than 30 days from the date the statement is issued ("Due Date"). In

the event that a payment is thirty days (or more) overdue, a finance charge (18% annually) will accrue on any unpaid balance. Guardian Information Technologies, Inc. also reserves the right to discontinue or terminate (at its discretion) services without further cause.

## 2.0 Responsibilities & Tasks

### 2.1. RESPONSIBILITIES & TASKS

The following responsibilities and tasks relate to the overall Service Level Agreement.

CLIENT	
Responsibilities	Tasks
Single Point of Contact (SPOC)	Identify an individual responsible for communication between the client and Guardian Information Technologies, Inc (during and after business hours).
Physical Security	Safeguard the client's IT environment and in particular critical system components. Insure (indemnify against loss) onsite devices that are the property of Guardian Information Technologies, Inc. (i.e. GuardianEye, other managed services devices, et cetera).
Facility Access	Coordinate access to ALL facilities on and off hours (Guardian Information Technologies, Inc. will not be responsible for keys, security system codes, et cetera).
Accompany Guardian staff off-hours	If Guardian staff is requested off hours, the SPOC (or designee) with intimate knowledge of the environment <i>must</i> also be present.
Report planned and unplanned shutdowns and outages	Notify Guardian (in writing) 72 hours prior to any planned shutdowns and immediately upon unplanned shutdowns and outages to facilitate the coordination of Guardian's services.
Moves, Adds, and Changes	The client is responsible for notifying Guardian (in writing) of <i>any</i> moves, adds, and or changes of devices inclusive of all device categories.
Report new technology initiatives and deployments	Notify Guardian of new technology initiatives that (may or may not be perceived) impact this SLA. The client is further responsible for notifying Guardian (in writing) of any new devices that may fall under Guardian's purview.
Report technology issues	Notify Guardian's HelpDesk of any known problems or issues.
Reporting review and distribution	Review provided reports and distribute internally (as appropriate).

<b>CLIENT</b>	
<b>Responsibilities</b>	<b>Tasks</b>
Connectivity	Provide continuously available high speed (i.e. 100Mbps synchronous or greater) Internet connectivity and remote VPN (virtual private network) access.

<b>GUARDIAN INFORMATION TECHNOLOGIES, INC.</b>	
<b>Responsibilities</b>	<b>Tasks</b>
Cybersecurity	Provide layered cybersecurity monitored and managed defense inclusive of however not limited to DNS, DLP, intrusion, spam, EDR / MDR threat protection, web, etc. Enhance protection of users, data, and assets.
Monitoring and management architecture	Define (and refine) the monitoring systems and parameters necessary to insure the health, security, and performance of the client's IT environment.
Provide 24 x 7 monitoring and support to respond to critical system incidents and exceptions	Monitor the status of alert conditions and system trends.
Patches & Updates	Provide (Microsoft) patches & updates, monitoring, and management for all desktops and servers. (Desktop patches to be downloaded, and systematically applied.) Servers to be patched and updated during PAC.
Daily processes	Monitor the execution of daily processes such as system log files, backups, virus updates, and patches & updates.
Ticketing / Management System	Provide a license for and access to Guardian's Ticketing Management System for use by the client.
Problem reporting	Notify the SPOC during normal business hours (i.e. M-F, 8:00AM-5:30PM, except holidays) to advise of a (potential) problem. Upon request, propose a recommended course of action.
Reporting	Generate and review reports in accordance with the SLA (i.e. Performance, PACs, Asset Inventory, et cetera).

## 2.2. TERMS & CONDITIONS

The following terms & conditions relate to the overall Service Level Agreement.

- Any required materials are not inclusive of this agreement and will be billed separately. Added devices may only be deployed by Guardian and will require a scope of work.
- Administrative rights to (all devices in) the environment will be restricted exclusively to Guardian support team members. All credentials (i.e. user names & passwords) will be provided to the client upon disengagement and payment in full for all products and services.
- Manufacturer support agreements (i.e. DELL, HP, ShoreTel, WatchGuard, et cetera) are required for ALL IT system components and are not inclusive of this agreement.

## 3.0 Methodology

### 3.1. MONITORING & MANAGEMENT SERVICES

The objective of the monitoring and management services is to ensure *proactive* identification and resolution of incidents as they arise. While it is not unusual to monitor *more than a hundred parameters* for a given device in an IT environment, the GuardianEye system is continuously probing and monitoring for system failures, low system resources, internal and external security breaches, cybersecurity threats, patches and updates, power issues, backup failures and exceptions, et cetera.

Monitoring of all devices is performed continuously by Guardian Information Technologies, Inc.

Under normal circumstances, the client's IT environment will be interactively monitored by Guardian Information Technologies, Inc. on all working days as defined in the SLA.

Incidents that *could* affect user productivity will be reported to the SPOC (through email or phone).

#### 3.1.1. DEFINITIONS

The following table outlines the specific definitions associated with Guardian Information Technologies, Inc.'s monitoring and management services.

##### Definitions

Item	Definition (*)
Regular Hours Monitoring Window	8:00AM – 5:30PM
Extended Hours Monitoring Window (includes weekends, and holidays)	5:30PM – 8:00AM
Service Monitoring Window (Hours that the client's systems are monitored by Guardian Information Technologies, Inc.)	In general, 24 x 7 (24 hours, 7 days a week), 365 days per year.
Critical Incident	Non-responsive critical device (i.e. server, firewall, et cetera)

\* A listing of Guardian Information Technologies, Inc.'s holiday schedule is available upon request.

Based on the above definitions the following table shows Guardian Information Technologies, Inc.'s service targets.

##### Service Targets

Period	Response Time*
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Regular Hours Monitoring Window	Report critical incidents to SPOC (by email or phone) within 30 minutes.
Extended Hours Monitoring Window	Report critical incident to SPOC (by email) within 1 hour.
Uptime	99.99% (aggregate target)

\* Response time is calculated from the time the incident is registered with the NOC.

Guardian Information Technologies, Inc. is committed to 95% performance in achieving the service targets. When this level is met it is understood by all parties that the Service Level Agreement has been successfully achieved.

### 3.2. PROFESSIONAL IT SERVICE DELIVERY

As part of this agreement, Guardian Information Technologies, Inc. agrees to provide fifty (50) hours of regular business hours IT support and remediation services related to computer hardware, software, network configuration, cybersecurity, etc. After hours support is billed at 150% of regular business hours rates. Any unused support hours will be carried over indefinitely, up to the term of this agreement.

All work performed will be billed in .25 hour increments. Onsite visits will be billed at a minimum of one (1) hour and travel time will be billed at 25% of the applicable rate.

Professional IT services delivered as part of this agreement may also be utilized for projects, new deployments, or off-boarding of the client to another IT service provider firm.

## 4.0 Fees & Terms

- a. During the term of this agreement, there is no minimum requirement for the purchase of additional hours of services or project work beyond those included in this agreement.
- b. The monthly fee for the services as outlined in this Agreement is \$11,084.00.
- c. Hourly Rates: Services provided beyond the 50 hours, as defined in section 3.2 of this agreement, will be provided at an agreed upon rate of one hundred forty-five dollars (\$145.00) per hour. (Rate subject to changes with a 60 day written notice.) All extended hours services delivered by Guardian engineers, as defined in section 3 of this agreement will be provided at a rate of two hundred and two dollars and fifty cents (\$217.50) per hour. Offsite services will be billed in quarter (.25) hour increments. Onsite services will require a one (1) hour minimum.
- d. The base monthly fee includes: 98 desktops / laptops, 4 firewalls, 1 NAS, 1 SAN, 2 Nodes, 10 network electronics, 51 IP Phones, 20 printers, 5 servers (5 iLOs), 6 UPS', 10 WAPS and 7 other. Each additional device added (during a quarter) will increase the monthly fee per the following schedule:

Device	Additional Fee
Server	\$69.00 / ea.
Desktop	\$35.00 / ea.
iLO, NAS / SAN, Printer, UPS, Network / VOIP Switch, Firewall	\$12.00 / ea.
HVAC system, IP Phone, WAP, Video Surveillance, Other	\$4.00 / ea

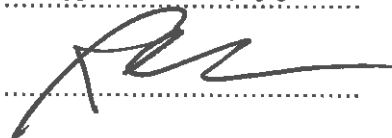

The Client will be advised of any changes in fees as specified above.



## 5.0 Acceptance

By signing this agreement, the responsible parties agree with the service provisioning as laid down and specified in this document.

This Service Level Agreement is drawn up by and between:

Name	: R. Eric Slegle	Name	: Bradley L. Warren
Title	: Town Administrator	Title	: President and CTO
Company	: Town of Townsend	Company	: Guardian Information Technologies, Inc.
Signature	: 	Signature	: 

Date of Agreement: 06/22/22