

Technology Services - Service Level Agreement (SLA) and Rate Schedule

1. Service Scope:

1.1 Cyber Solutions, LLC provides technology services to customers, including but not limited to network monitoring, system maintenance, cybersecurity, helpdesk support, hardware, software and related services.

1.2 The following Service Level Agreement (SLA) and Rate Schedule outlines the agreed-upon service levels and expectations between Cyber Solutions, LLC and the Customer.

2. Service Goals and Limitations:

2.1 Cyber Solutions, LLC aims to exceed the response times listed below based on the service tier. However, factors such as upstream providers, 3rd parties, sub-contractors, drive time, weather conditions, pandemics, natural disasters, and logistics can cause uncontrollable delays.

2.2 Our primary goal is to have a live person answer your call first. In the event we can't, Cyber Solutions, LLC will try to call back within the times listed in the Service Level Agreement Addendum when verbal or written communication is left.

3. Service Levels

3.1 Cyber Solutions, LLC offers the following service levels: Fully Managed Services, Remote/Phone Support, and Hosted Services (Including Cloud Services, and Third-Party Provided Services).

4. Response Times:

4.1 Response times are outlined in the Service Level Agreement Addendum.

5. Labor (Time) Rate Schedule:

5.1 Below is the hourly rate schedule for Cyber Solutions, LLC. Regular Business hours are Monday to Friday 8am to 5pm CST. The listed hourly rates are per technician. Please use the appropriate multipliers based on the type of hours worked, number of hours worked, and number of technicians. Service rate schedule only applies if services are outside the scope of customer's service level.

5.2 On-Site Regular Business Hours:

- \$130.00 (normal business hours, normal on-site rate, no multiplier)

5.3 On-Site Nights and Weekend Hours:

- \$195.00 (multiplier of 1.5 of regular business hours rate)

5.4 On-Site Federal Holidays:

- \$260.00 (multiplier of 2.0 of regular business hours rate)

5.5 Shop Rate Regular Business Hours:

- \$85.00 (normal business hours normal shop/depot rate, no multiplier)

5.6 Shop Rate Night and Weekend Hours:

- \$127.50 (multiplier of 1.5 of regular business hours shop rate)

5.7 Shop Rate Federal Holiday \$170.00 (multiplier of 2.0 of regular business hours shop rate)

5.8 Excludes any applicable taxes.

6. Rate Multipliers Example:

6.1 If stated that labor is double the going time and materials rate (labor rate), and it's a federal holiday when the work was started, and eight (8) hours are worked, the formula is:

- \$130 rate x 2 multiplier = \$260.00 hourly rate for work x 8 hours worked = \$2,080.00

7. Review and Modification:

7.1 Cyber Solutions, LLC reserves the right to modify these terms and conditions at any time. The Customer will be notified of any changes.

7.2 Any modifications to the terms of this contract will be communicated through notification, either on the first page of the invoice or conveyed through a separate written letter. The act of continued payment following such notification shall be deemed as the customer's acceptance of the introduced changes. It is the Customer's responsibility to review any provided notifications and terms accompanying each invoice. Acceptance through continued payment implies acknowledgment and agreement with the updated terms outlined in the notification.

8. Governing Law:

8.1 This SLA shall be governed by the laws of the state of Iowa.

8.2 Any disputes arising out of or relating to this contract, including its existence, validity, interpretation, performance, breach, or termination shall be resolved through the State Courts located in Warren County, Iowa. Each party consents to the jurisdiction of such courts and agrees that process may be served in the manner provided by applicable law or court rule.



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By engaging in Technology Managed Services with Cyber Solutions, LLC the Customer acknowledges having read and understood the terms outlined in this Service Level Agreement (SLA) and Rate Schedule and agrees to be bound by them.

Date: _____

Customer
Title
Authorized Signer for Company