



e Bytes Group, Inc.

P.O. Box 565058
Mimi, FL 33256-5058

Tel. 305.283.0300 Fax 305.675.0200
www.ebytesgroup.com ralph@ebytesgroup.com

Service Level Agreement (SLA)

Purpose of the Service Level Agreement (SLA):

This SLA is an agreement between e Bytes Group and Client, quantifying the minimum acceptable service to Client.

e Bytes Group sees this SLA as indispensable to providing great service and a sound relationship between e Bytes Group and Client.

e Bytes Group Service Hours and Rates:

- All services shall be provided during regular business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday. The following holidays are expressly excepted:

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- Regular Support Service is provided during Normal business hours at a rate of \$115.00 USD Per Hour for Clients without an Annual Service Agreement or Prepaid Block of Hours Agreement.
- Any services requested outside regular business hours (9:00 a.m. to 5:00 p.m.) Monday thru Friday, will be consider over-time service, any weekend or holiday services requested will be consider holiday-work. e Bytes Group, Inc. reserves the right of refusal for any weekend and / or holiday services unless previously agreed.
- Over-Time Service is provided at a rate of one and a half (1.5) hours for every man hour.
- Holiday-Work is provided at a rate of two (2) hours for every man hour.
- Emergency Service is when on-site service is required with less than 8 hours notice. The rate for this type of service is \$230.00 USD per Hour for Clients without an Annual Service Agreement.
- Client agrees that e Bytes shall be entitled to a minimum of one (1) hour for each request for services by telephone and a minimum of two (2) hours for each request for service requiring a technician to visit Client's Facility to resolve a problem. If the visit requires more than two (2) hours, Client agrees that any additional time required shall be calculated in minimum quarter hour increments.

Payment for Service:

- Only company's checks are accepted.
- Payment for service is due on-site upon completion of the job unless payment terms have been previously established.
- Payment terms of 15 Days NET are available and subject to the processing and approval of an e Bytes Group Credit Application form.
- Client on NET 15 payment terms agree to pay e Bytes Group, Inc. within fifteen (15) days of invoice date. Payments shall be made by check payable to "e Bytes Group, Inc." Client agrees to pay a 1.5% (18% per annum) finance charge per month on any unpaid balances in accordance with this paragraph. If this account is overdue and placed with an attorney for collection, the Client shall be responsible for additional collection fees, attorney's fees and/or court costs. If a suit is filed the venue shall lie in Miami-Dade County, Florida.



e Bytes Group, Inc.

e Bytes Group, Inc.

P.O. Box 565058
Mimi, FL 33256-5058

Tel. 305.283.0300 Fax 305.675.0200
www.ebytesgroup.com ralph@ebytesgroup.com

e Bytes Group Scope of Services:

- e Bytes Group is Clients' main point of contact for all systems on the network.
- If e Bytes Group is unable to remedy a problem, then e Bytes Group will work with the appropriate outside vendor until a resolution is reached. Client understands that additional expenses may be incurred when an outside vendor is brought in to solve a particular problem and agrees to reimburse e Bytes Group for any such expenses plus a 15% management fee.

Standards of Professional Conduct:

- e Bytes Group agrees to treat Client and Client's employees with respect at all times, especially during times of business crises. In return, e Bytes Group expects the same treatment from Client and Client's employees for e Bytes Group's employees, contractors and vendors.
- Client shall not hire any of e Bytes employees without prior written consent by e Bytes Group, Inc.

Peak Demand Periods:

- e Bytes Group will make its best efforts to respond to Client's needs within an acceptable time frame.
- Client understands that there may be occasional times of peak demand when e Bytes Group is forced to have to make extremely difficult decisions and triage Client's needs according to the severity of business impact.
- Client understands that without an annual Information Technology Systems Service Agreement a response time cannot be guaranteed.

Loss of Service:

- Client recognizes that e Bytes Group makes every attempt to select the most reliable systems.
- Client understands that unless Client has an unlimited IT budget, it's impossible for e Bytes Group to guarantee zero downtime.
- This SLA is based on e Bytes Group's best efforts, within Client's IT budget, to keep Client's system up and running efficiently and cost-effectively.

Client Responsibilities:

- Client is solely responsible for checking daily backup logs to ensure 100% data restoration in the event of server or workstation failure. In the event that a backup fails, client must contact e Bytes Group immediately to attempt to resolve the issue.
- Client is solely responsible for complying with all software manufacturers' license regulations. e Bytes Group will not distribute, install, or service any system that contains "pirated" or "illegal" software.

Indemnification:

- Client shall indemnify and hold harmless e Bytes Group from and against any and all liability, loss, damage, cause of action, cost or expense, including reasonable attorneys' fees, arising out of or in any way connected to any negligent or intentional act or omission or any other wrongful conduct by Client in the performance of services pursuant to this Agreement including and without limitation, the failure of Client to have original software and licenses for all products installed on Client's computers.



e Bytes Group, Inc.

e Bytes Group, Inc.

P.O. Box 565058
Mimi, FL 33256-5058

Tel. 305.283.0300 Fax 305.675.0200
www.ebytesgroup.com ralph@ebytesgroup.com

Contact Information for e Bytes Group

Project Manager: _____

E-mail Address: _____

Phone Number: _____

Pager/Mobile
(for after-hours or emergency service only): _____

Contact Information for Client

Company Name: _____

Main Contact: _____

Telephone Number: _____

E-mail Address: _____

Secondary Contact: _____

Telephone Number: _____

E-Mail Address: _____



e Bytes Group, Inc.

e Bytes Group, Inc.

P.O. Box 565058
Mimi, FL 33256-5058

Tel. 305.283.0300 Fax 305.675.0200
www.ebytesgroup.com ralph@ebytesgroup.com

Approval

Please sign below to indicate your approval of this Service Level Agreement and return a copy to e Bytes Group via fax at (305) 675-0200.

An executed copy will be returned to you within 5 business days. Coverage under this Service Level Agreement will begin on the execution date of this agreement by both: the Client and e Bytes Group.

Unless otherwise notified, your acceptance of our services constitutes your agreement of the above terms and conditions.

The Client and e Bytes agree that any controversy, dispute or claim arising out of or relating to the work performed, including but not limited to the amount of fees due to e Bytes, or whether the client or e Bytes has failed to honor their respective obligations under this Agreement, shall be submitted to and settled in Miami-Dade County, Florida.

Client Acceptance

Signature

Print Name

Date

e Bytes Group Acceptance

Signature

Print Name

Date