



Carahsoft Premier Support Agreement On Behalf of US Cloud
(Microsoft Support Services)

Presented to:

DuPage County

Quote No:

42170105

Date:

12/6/23

Presented by:

Tyler Schwartz

Account Representative

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SUPPORT SERVICES SUBSCRIPTION TERMS

These Support Services Subscription Terms ('Agreement') set forth the terms and conditions pursuant to which US Cloud LC ('US Cloud' or 'Supplier') provides certain Services described below to the entity or person placing an order for Services ('Customer'). The 'Effective Date' of this Agreement is the date US Cloud accepts an order and continues until terminated.

IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AS THE CUSTOMER.

1. SCOPE OF SERVICES. US Cloud offers support services ('Services') to assist Customers with their use of various Microsoft, and other third party vendor, software and services ('Supported Products'). The Services are provided on a subscription basis for the specified Service Period (as such term is defined in Schedule A).

1.1 Service Type. The Service is offered with one set of features and optional add-ons.

1.1.1 Premier Support Feature Set.

- a. Service Hours: 24 Hours Per Day, 7 Days Per Week
- b. Response Time: Initial Response Time (IRT) SLA
- c. Escalation: Ticket Escalation SLA
- d. Service Delivery: Screened US Citizens
- e. Communication Options: Web Ticketing System, Email, Phone
- f. Reactive / Proactive Support: Yes / Yes
- g. Supported Products Include: All Microsoft technologies

1.2 Ticket Severity Level.

- **Severity One (1)** – *Catastrophic* business impact. Complete loss of one or more primary systems or services and core business processes / business-critical work cannot reasonably continue. Needs immediate attention.
- **Severity Two (2)** – *Critical* business impact. Significant loss or degradation of services with business-critical work severely affected, but not completely halted. Needs accelerated attention.
- **Severity Three (3)** – *Moderate* business impact. Moderate degradation or loss of services, but work can continue in a sub-optimal manner. Needs to be prioritized above Severity 4 issues.
- **Severity Four (4)** – *Minimum* business impact. Substantially functioning with minor or no impediments of services.

1.3 Initial Response Time (IRT) - Service Level Agreement (SLA). If initial response time for any ticket in a given month is over 15 minutes, the client will receive a support credit based on the number of support hours consumed in the affected month.

1.3.1 IRT SLA Example. 20 tickets submitted in April consumed 100 total hours, with 2 tickets having IRTs over 15 minutes, would result in a IRT success rate of 90% yielding a 4-hour support credit.

1.3.2 Initial Response Time (IRT) Service Credits.

Monthly IRT Success	Support Credit
≤ 95 %	2 %
≤ 90 %	4 %
≤ 80 %	10%

1.4 Response Time.

- **Severity One (1)** – Guarantees a Premier Support Engineer will begin working your severity one (1) support ticket within *thirty (30) minutes* of initial response, twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Severity one (1) tickets will be worked continuously until resolved.
- **Severity Two (2)** – If ticket is a severity two (2), it gets automatic priority routing to a US Cloud Premier Support Engineer for confirmation of severity assessment and immediate action. Clients will have a US Cloud Support Premier Engineer engaged within thirty (30) minutes of initial response, twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- **Severity Three & Four (3/4)** – If a ticket is a severity three (3) or four (4), clients will have a US Cloud Support Premier Engineer engaged within twenty-four (24) hours (local client time) Monday thru Friday excluding US holidays and non-business hours. Severity 3/4 tickets received in off-hours will be worked within 24 hours of 8 AM (local client time) the following business day.

1.5 Escalation.

- **Severity One & Two (1/2)** – Severity one (1) and two (2) tickets are worked by US Cloud Premier Support Engineer. *If bug or tenant issue, US Cloud escalates to Elite MSP Partner and they escalate to Microsoft as needed.* All other unresolved severity one (1) and two (2) tickets escalate via seniority levels at US Cloud. If still unresolved, severity one (1) and two (2) tickets are escalated to US Cloud Elite MSP Partner and they escalate to Microsoft as needed.
- **Severity Three & Four (3/4)** – Severity three (3) and four (4) tickets are worked by US Cloud Premier Support Engineer. If bug or tenant issue, Customer escalates to Microsoft with US Cloud assistance. All other unresolved severity three (3) and four (4) tickets escalate via seniority levels at US Cloud. If still unresolved, severity three (3) and four (4) tickets are escalated to US Cloud Elite MSP Partner and they escalate to Microsoft as needed.

1.6 Ticket Escalation Service Level Agreement (SLA). If ticket escalation time for any ticket in a given month is over the allotted threshold by severity, Customer will receive a support credit based on the number of support hours consumed in the affected month.

1.6.1 Ticket Escalation Time Allotment by Severity.

- **Severity One (1)** - Twenty-four (24) hours for US Cloud to resolve, then escalation to Microsoft is initiated.
- **Severity Two (2)** - Forty-eight (48) hours for US Cloud to resolve, then escalation to Microsoft is initiated.
- **Severity Three & Four (3/4)** - Twenty-eight (28) days for US Cloud to resolve, then escalation to Microsoft is initiated.

1.6.2 Ticket Escalation Service Credits.

Monthly Escalation Success	Support Credit
≤ 95 %	2 %
≤ 90 %	4 %
≤ 80 %	10%

1.7 Ordering Services. Customer may purchase Services for Supported Products by issuing an order to US Cloud by (i) sending an email to their sales representative listed on the front page of this agreement or (ii) contacting any US Cloud representative and completing an order via phone at 1-800-200-8440. An order confirmation email will be sent to Customer signifying acceptance of the order by US Cloud.

2. FEES AND PAYMENTS.

2.1 Service Fees. Customer agrees to pay all fees due for any accepted order, and for each Service Period thereafter, until this Agreement is terminated in accordance with Section 3 below.

2.2 Payment against Invoice. If paying by invoice, US Cloud will invoice Customer no more than thirty (30) days before the beginning of each Service Period, and other times during the subscription when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise agreed to in writing. Customers submitting Purchase Orders (PO) must be received within three (3) business days of Agreement execution or invoice date, otherwise invoice is deemed accepted by Customer. Service will be suspended if full payment is not received by tenth (10th) day after due date.

2.3 Payment Information. Customer agrees to keep its contact information, billing information and credit card information (where applicable) up to date. All payment obligations are non-cancellable. All fees are due and payable in advance of each Service Period.

2.4 Sales Tax. Customer agrees to pay any taxes applicable to Customer's purchase of Services.

3. TERM AND TERMINATION.

3.1 Term. US Cloud will provide Services for an initial term of one (1) year or until the hours purchased are consumed.

3.2 Termination. Either party may terminate this agreement *with cause*, due to a material breach. If breaching party is unable to remedy the breaching issue within sixty (60) days of notification, the non-breaching party may terminate the agreement. Tickets escalated to Microsoft are excluded. Customer shall be responsible for payment of consumed support hours, up through the date of termination, and US Cloud shall refund to Customer the portion of the prepaid support hours applicable to the period following such date. The provisions concerning confidentiality, all limitations of liability, disclaimers and restrictions of warranty, and any terms which, by their nature, are intended to survive termination or expiration of this Agreement will survive any termination or expiration of this Agreement and any order.

3.2.1 Termination Notice. Customer's written notice of cancellation, intent not to renew, or termination of Agreement must be sent by: letter via certified mail to the following address: US Cloud LC, 12855 Flushing Meadows Drive, Saint Louis, Missouri, 63131 USA, Attn: Support Services Termination. Or by email to the following address: contracts@uscloud.com.

3.3 Suspension of Services. Customer will receive a low hours alert at ten percent (10%) remaining of the total hours purchased. US Cloud support services will be suspended at zero (0) hours remaining of the total hours purchased. US Cloud support services will resume once payment is received from Customer. Customer hour balances are available 24/7 via the Customer portal.

4. DELIVERY OF SERVICES. Services under this Agreement shall be delivered by US Cloud remotely unless otherwise agreed to in writing by both parties. US Cloud guarantees the capacity to deliver Services under this Agreement up to and including 1.5 times (1.5x) the number of hours purchased for the then-current Service Period. Additional hours purchased during the service period beyond 1.5x will be: \$289 per hour for Premier Support and \$329 per hour for Designated Support Engineers. Any time spent for consulting, research, investigation, discovery, meetings, phone calls, testing, and any other activities performed for Services under this Agreement will be logged as billable time and in minimum six (6) minute increments.

4.1 Workforce. Each Party acknowledges and agrees that certain of the Services to be provided under this Agreement may be provided to Customer by partners and subcontractors of US Cloud. To the extent so provided, Provider shall use commercially reasonable efforts to cause such partners and subcontractors to provide such Services in accordance with the provisions of this Services Agreement.

4.1.1 Domestic US Staff. All staff screened and authorized to work in the USA

4.1.2 Background Check. All staff screened for: Federal Check, County Criminal Court Search, Domestic Watch List Search, Social Security Number Trace, Nationwide Criminal Databases Search, Sex Offender Registry Search, Motor Vehicle Record, 7-Year Employment Verification, Sanctions & Enforcement.

4.1.3 Drug Screen. All staff screened for: 9 Panel; Amphetamine, Barbiturates, Benzodiazepines, Cannabinoids, Methadone, Phencyclidine, Cocaine, Opiates, and Propoxyphene.

5. DIVERSITY SUPPLIER. US Cloud strives to partner with Customers who invest in supplier diversity to drive inclusion and economic growth in our communities. US Cloud is a qualified business enterprise certified by the following national authorities:

5.1 Women Business Enterprise (WBE). A for-profit enterprise, regardless of size that is at least 51 percent owned by one or more women or in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by one or more women. The owner must be involved in the day-to-day activities.

5.2 Small Business Administration Women Owned Small Business (SBA WOSB). A firm, including its affiliates, which is independently women owned and operated, is not dominant in its field of operation and qualifies as a small business under the criteria and size standards. Federal contracting officers are authorized to restrict competition under 13 CFR 127.500.

6. SUBSCRIPTION MODIFICATIONS. Customer may purchase additional hours (up to .5x their contracted total number of hours) at the contracted rate during the subscription period. US Cloud reserves the right to delay an increase in hours in order to ensure resource availability and service quality. Customer may purchase fewer support hours at renewal of their subscription period. An increase or decrease in hours is subject to a change in Customer's renewing subscription fee which will be determined by US Cloud and presented to Customer. If, upon receiving notice from US Cloud of a change in fees as a result of an increase or decrease in hours, Customer may opt out of the change within ten (10) business days and remain on the then-current hour allotment and fee structure.

7. INDEPENDENT CONTRACTORS. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

8. NON-SOLICITATION. Customer agrees that it will not solicit or otherwise hire or retain in any capacity the services of any employee of US Cloud, having performed Services under this Agreement, for a period of 18 months following termination of this Agreement. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation.

9. WARRANTY AND LIMITED LIABILITY. US Cloud warrants and represents that the Services provided hereunder shall be delivered in a reasonable and workmanlike manner and in keeping with the standard practices and protocols recognized in the industry. US Cloud excludes and disclaims all other warranties whatsoever, whether express, implied or statutory, including any warranty of non-infringement, merchantability or fitness for particular purpose. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other whatsoever for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data, or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. US Cloud total cumulative liability, if any, to Customer or any third party, for any and all damages arising or in connection with this Agreement, including, without limitation, those from any negligence, any act or omission by US Cloud or its representatives, shall not exceed the amount actually paid by Customer to US Cloud during the

prior twelve (12) months under this Agreement.

10. INDEMNIFICATION. To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party and all of their agents and employees from and against any and all claims, damages, loss, liability, personal injury, property damages and fines and expenses, including but not limited to reasonable attorney's fees, arising out of or in connection with the performance of work under this Agreement, including but not limited to any negligent or willful act or omission, arising out of the performance of work under this Agreement.

11. CONFIDENTIAL INFORMATION. Each party (as 'Receiving Party') agrees that all code, inventions, know-how, business, technical, rates and financial information that it obtains from the disclosing party ('Disclosing Party') constitute the confidential property of the Disclosing Party ('Confidential Information'), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as expressly authorized herein, the Receiving Party will (i) hold in confidence and not disclose any Confidential Information to third parties; and (ii) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement.

The Receiving Party may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided that: (i) such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 11; and (ii) the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 11. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (1) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (2) is or has become public knowledge through no fault of the Receiving Party; (3) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (4) is independently developed by employees of the Receiving Party who had no access to such information.

The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

12. SEVERABILITY. Each provision herein shall be separate and independent from all other provisions, and a breach of any single provision shall in no way prevent the performance of all other valid provisions. In addition, a breach of one provision does not otherwise discharge, terminate or relieve the parties from the performance of all other remaining provisions.

13. ACCESS TO SENSITIVE DATA. Customer agrees that US Cloud will not have access to any sensitive data including: Personally Identifiable Information (PII), Patient Health Information (PHI), General Data Protection Regulation (GDPR) information, Payment Card Industry Information (PCI), Student Loan Application Information, Social Security Numbers, and/or other forms of highly sensitive data. If US Cloud is exposed to this type of data, US Cloud will not be subject to any liability associated with having access to these types of data or breaches of this type of data.

14. TICKET PORTAL SECURITY. US Cloud agrees to perform an annual penetration test by a certified third-party cyber security firm on the ticket system web portal located at <https://account.uscloud.com>.

15. INSURANCE. US Cloud shall obtain and maintain at its expense, throughout the term of this Agreement, the following insurance: Workers Compensation, with Employers Liability of \$1,000,000. General Liability Insurance, with coverage including premises/operations, contractual, personal injury, and products/completed operations liabilities, with limits of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate. Fidelity Crime, with limits of \$1,000,000. Professional Tech Errors & Omissions, Cyber Insurance with minimum limits of \$5,000,000 each occurrence/\$5,000,000



aggregate. Umbrella/Excess Liability Insurance with minimum limits of \$5,000,000 each occurrence/5,000,000 aggregate. Auto Liability, with limit of \$1,000,000 each occurrence/\$1,000,000 aggregate.

16. AMENDMENTS. US Cloud may amend these terms and conditions at any time by reasonable notice, including without limitation by posting revised terms in Customer web portal and via email, which amended terms and conditions shall be binding upon you.

17. GOVERNING LAW. The laws of the State of Missouri shall govern this Agreement. Any litigation arising from this Agreement shall be presented and tried in the courts of Saint Louis County, MO.

18. ENTIRE AGREEMENT. This Agreement and the attachments and exhibits hereto represent the entire Agreement between the parties and supersede any prior understandings or Agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

SCHEDULE A – SUPPORT SUBSCRIPTION. The most recent client authorized SCHEDULE A quote supersedes any previous SCHEDULE A quote. "Service Period" shall mean each yearly period in which Services are provided under this Agreement.



Authorized representatives of Carahsoft and Customer have read this Agreement, including Schedules attached hereto and documents referred to or incorporated herein, and agree and accept such terms and conditions as of the Effective Date.

Carahsoft Technology Corp.

By: _____
Name: Tyler Schwartz
Title: Account Representative
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices

Company: Carahsoft
Address: 11493 SUNSET HILLS ROAD
Reston, VA 20190
Attention: _____
Phone: (571) 662-3103
Facsimile No: (703) 871-8505

Address for Notices

Company: _____
Address: _____

Attention: _____
Phone: _____
Facsimile No: _____