

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

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1.0 GENERAL

This Service Level Agreement (SLA) sets forth the scope of Contractor's Service Level commitment for the Maintenance, and Support (M&S) of the RPS Solution both during the Warranty Period and annually thereafter, as applicable. This SLA applies to, but is not limited to, System hosting, correction of Deficiencies, all of Contractor's warranties whether implied or actual, and the County's remedies for Contractor's failure to meet the Service Level commitment specified herein. Capitalized terms used in this SLA without definition will have the meanings given to such terms in the Contract.

2.0 SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor must provide the Service Levels relating to M&S services, both during the Warranty Period and annually thereafter, as applicable, and as specified in the Contract and this SLA, as more fully described below.

2.1.1 Maintenance Services refers to any goods and/or services to be provided by Contractor under the Contract for maintaining the Solution, including but not limited to:

- Proactively monitor and maintain all System Environments,
- Perform RPS Solution backup,
- Perform Preventive Maintenance Services, and
- Provide, install, and test Application and Third-Party Software Updates.

2.1.2 Support Services refers to any goods and/or services to be provided by Contractor under the Contract in support of the Solution, including but not limited to:

- Provide Customer Support for all technical issues,
- Monitor the Response Time of the Solution,
- Manage business continuity planning and processes, and
- Provide technical assistance defining scope statement and developing supporting documentation for future Change Orders for Optional Work.

2.2 DEFINITIONS

"Active-Passive" shall have the meaning described in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA.

"Authorized Contact" shall mean and refer to any County personnel authorized to report Deficiencies and to coordinate provision of Support Services under this SLA.

“Client Environment” shall mean Solution Software accessed by Users at all LE Agencies via a browser-based, web-enabled, secured Uniform Resource Locator (URL) address.

“Critical Deficiency” shall mean a Deficiency of Severity Level 1, as further described in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

“Customer Support” shall have the meaning specified in Paragraph 4.1 (Scope of Support) of this SLA.

“Data” shall include all System information and audit logs stored in the Solution. In the context of databases, shall mean all the single items which are stored in a database, either individually or as a set. Data in a database will be primarily stored in database tables, which are organized into columns that dictate the data types stored therein.

“Disaster” shall mean a catastrophic event that results in Downtime or disruption of the Production Environment at the primary data center, and requires Contractor to maintain an Active-Passive Disaster Recovery plan.

“Disaster Recovery” shall mean a network configuration of independent nodes with the ability to replicate the RPS Solution for near real-time data recovery across the primary and secondary data centers within eight hours, as further described in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA.

“Incident” shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

“Low Deficiency” shall mean a Deficiency of Severity Level 4, as further described in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

“Maintenance Services” has the meaning set forth in Paragraph 2.1.2 above, and is further defined in Paragraph 3 (Solution Maintenance Services) of this SLA.

“Major Deficiency” shall mean a Deficiency of Severity Level 1 or Severity Level 2, as further described in Paragraph 5.2.2 (Problem Resolution Process) of this SLA.

“Moderate Deficiency” shall mean a Deficiency of Severity Level 3, as further described in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

“Preventive Maintenance” shall mean the regular inspection, cleaning and replacement of System components in order to optimize System functionality and prevent any Unscheduled Downtime due to System failure.

“Response Time”, as such term applies to the System, shall mean the time elapsed for a transaction within the hosted gateway, as may be further described in

Paragraph 5.3 (System Performance Requirements) of this SLA, as well as Attachment C.1 (Solution Response-Time Requirements) to this SLA.

“Response Time Baseline” shall mean the County specified baseline for Response Time, as described in Paragraph 5.3 (System Performance Requirements) of this SLA.

“Response Time Deficiency” shall mean System not responding within the prescribed Response Time baselines, as further described in Paragraph 5.3(d) (System Performance Time Deficiencies) of this SLA.

“Scheduled Downtime” shall mean the period of time that the Solution cannot be accessed due to System scheduled maintenance, including but not limited to Preventive Maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Paragraph 3.6 (System Maintenance) of this SLA.

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to timely resolve an Incident, or correct a Deficiency, as described in this SLA, including System Unavailability exceeding the thresholds set forth in this SLA.

“Severe Deficiency” shall mean a Deficiency of Severity Level 2, as further described in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

“Severity Level” shall mean the applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies) of this SLA.

“Service Level” shall mean the County’s expectation of Contractor with regards to performing due diligence in resolving RPS Solution bugs, errors, and other key issues on a timely basis.

“SLA” shall mean “Service Level Agreement” and refer to Contractor’s Service Level commitment regarding System Maintenance as required by the Contract and this Exhibit C, including but not limited to Maintenance Services, Preventive Maintenance Services, Support Services, System hosting, and any Warranties specified herein.

“Support Hours” shall mean 365/366 days per year, 24 hours a day 7 days a week, with no exceptions made for holidays.

“Support Services” has the meaning set forth in Paragraph 2.1.2 above, and is further defined in Paragraph 4.1 (Scope of Support) of this SLA.

“System Availability” shall have the meaning specified in Paragraph 5.3 (System Performance Requirements) of this SLA.

“System Performance” shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

“System Performance Deficiency” shall mean System not meeting any of the System Performance Requirements as specified in Paragraph 5.3 (System Performance Requirements) of this SLA.

“System Performance Requirements” shall mean the requirements for System Performance, including Paragraph 5.3 (System Performance Requirements) of this SLA.

“System Unavailability” shall have the meaning specified in Paragraph 6.2 (Service Credits) of this SLA.

“Total Monthly Time” shall mean all minutes during Support Hours in any calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” shall mean the period of time that the Solution, or any component thereof, cannot be accessed due to any unscheduled failure of the System, or any component thereof, the Severity Level of which will be determined by the County pursuant to Paragraph 6.1 (General) of this SLA.

3.0 SOLUTION MAINTENANCE SERVICES

As part of System Maintenance, Contractor must provide maintenance of the System including the provision of updates (hereinafter “Maintenance Services”), as provided in this Paragraph 3.

Assumptions: The RPS Solution’s primary Production site will be in the cloud. The database at the primary site will be replicated asynchronously with the secondary site in the Department’s data center. The secondary site is comprised of all hardware (servers and storage), software and connectivity needed to stand alone as a replacement Production Environment if needed.

3.1 SYSTEM ENVIRONMENTS

As part of Maintenance Services, Contractor must maintain all System environments in the areas of System Software, including but not limited to all equipment and Contractor’s networking components, as applicable, and connectivity. Contractor must repair, upgrade, replace or perform Preventive Maintenance Services to these System environments during the Term of the Contract to comply with the Solution Requirements and the warranties specified in the Contract. Contractor’s Maintenance Services must include, at minimum, the following level of Services for System environments and server-related software. Contractor must:

- a. Proactively monitor Central Server operations at the Contractor-provided CJIS-compliant cloud and secondary data centers, including Interfaces, through automated monitoring tools, and report all Deficiencies to the LACRIS Help Desk.
- b. Surrender (forfeit) all defective storage media from the Central Server to LACRIS for the County to maintain control over its confidential Data (defective media retention) and dispose of the defective media in accordance with CJIS security standards (e.g., punching through hard drives).
- c. Provide technical support and System administration for all System environments. The County and Contractor must mutually agree upon Scheduled Downtime of all System environments, which may be during the weekends in the early morning hours.
- d. Provide RPS Solution backup (RPS Application, Data and System configurations, etc.), as follows:
 - i. Daily backup of the RPS Production Environment,
 - ii. Weekly backup of the RPS Test/Train Environment, and
 - iii. Store data backup appliance off-site at Sheriff's Communication Center for meeting Disaster Recovery provisions.
- e. Perform Preventive Maintenance Services at least annually and during Scheduled Downtime, on the hardware located in the secondary data center, as follows:
 - i. Review System log for hardware errors and resource usage.
 - ii. Shut down the servers (secondary data center).
 - iii. Repair, add and/or replace any component, as required.
 - iv. Clean each server's interior, which includes, but is not limited to, the following:
 - Open server's chassis,
 - Clean server's internal components with a compressed gas duster,
 - Use a small vacuum cleaner with a pointed nozzle to carefully clean tight spots, and
 - Perform steps generally practiced in the cleaning of business computers.
 - v. Inspect and clean the server's exterior surfaces, which includes, but is not limited to, the following:

- Vacuum each server's exterior fan inlet,
 - Vacuum server rack's interior components, including network switch(es) and floor tiles,
 - Inspect cable connections,
 - Surface clean rack's exterior, and
 - Perform other steps generally recognized as necessary for business computers.
- vi. Boot up the servers and conduct a second review of the System log for hardware errors and resource usage, and if necessary, revert back to step iii above.
- f. Annually test, during Scheduled Downtime, the failover from the primary to the secondary data center and resolve any/all Deficiencies.
- g. Perform monthly Solution optimization (e.g., Application, database, operating system, etc.), for both the primary and secondary data centers, preferably without Scheduled Downtime. Contractor must obtain approval from County Project Manager prior to performing any monthly Solution optimizations.
- h. At the conclusion of the fifth year of the Contract following Final Acceptance, and every five years thereafter should the Contract be extended beyond the original Term, a Technology Refresh will occur. Contractor must provide to the County a refreshment strategy to ensure the RPS Solution will, at a minimum, meet the System performance requirements and ensure all hardware, software, and associated operating systems are fully supported. At the sole discretion of the County Project Director [Refer to Task 14 (Post-Implementation Maintenance and Support [Ongoing]) of Attachment A.1 (Tasks and Deliverables)], the Technology Refresh will be procured, delivered, and installed by Contractor as Optional Work, payable by the County utilizing Pool Dollars pursuant to Paragraph 3.3.4 (Optional Work) of the Contract.

3.2 APPLICATION SOFTWARE

- 3.2.1 Contractor must provide periodic Software Updates ("Updates") to the Application Software to keep current with Contractor's hosting technology standards, industry standards, and Federal and California state mandates, and to maintain compatibility the Solution Requirements, and with Third-Party Software (including specialty algorithms) upgrades, updates, patches, bug fixes, etc. Contractor must timely deliver all Software Updates to the County, in accordance with this SLA and in coordination with County Project Manager.
- 3.2.2 Without limiting the other provisions of the Contract including, without limitation, the provisions of this SLA, such Updates must be provided to the

County at least twice every year, unless otherwise agreed-to by the County and Contractor. Contractor must notify the County of all such updates to the Application Software prior to the anticipated installation date thereof. Contractor must test updates in the Test Environment. The County will assess impacts to its business processes, if any, and verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to the Production Environment. If not, Contractor must conduct additional testing, until the County verifies successful testing.

- 3.2.3 Notwithstanding, the County may choose at its sole discretion to not implement a particular Software Update. Contractor and the County will discuss the impacts and risks to the County, if any, for not implementing a particular Software Update. Contractor must roll back any Software Update to its prior version, as instructed by the County, when severe issues arise. Contractor must provide the County with a clearly defined configuration management plan (e.g., version control and source code control processes).
- 3.2.4 Contractor's provision and installation of Software Updates (as defined in Paragraph 2.1.55 of the Contract) to the Application Software and all Third-Party applications and algorithms are provided as part of Contractor's annual M&S service delivery and will be at no additional cost to the County.
- 3.2.5 Any Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems) must be provided promptly following Contractor's knowledge of such problems. The County must also be notified in writing within 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System Data or any other County data, subject to the provisions specified in Paragraph 19 (Security) of the Contract.
- 3.2.6 Contractor must install all RPS Application software security patches not later than 14 Days from the time when Contractor is notified by either: 1) a Third-Party Software company, or 2) Department's data security office.

3.3 THIRD-PARTY SOFTWARE

- 3.3.1 As part of Maintenance Services, Contractor must provide Maintenance Services for all Third-Party Software included in all the RPS Environments for the Solution, including but not limited to specialized algorithms, Operating Software, database software, virtualization software, report writer software, and other software installed in the Production Environments and Test/Train Environment that is not Contractor's Application Software. Contractor must update, upgrade, or replace these System Software components throughout the entire Term of the Contract to comply with the Solution Requirements and the warranties specified herein and to support and be compatible with the

Application Software including any Application Modifications provided by Contractor under the Contract.

- 3.3.2 Contractor must provide updates to the System Software to keep current with Contractor's hosting technology standards, industry standards, updates to the Application Software and other Application Modifications, all in coordination with County Project Manager.
- 3.3.3 Contractor must provide automated software provisioning tools to perform remote software patches and install Version Releases, including security and Windows updates. Contractor must test all Third-Party Software updates to Application Software in the RPS Test Environment. The County will verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to all the RPS Environments. If not, Contractor must conduct additional testing, until the County verifies successful testing. Contractor must roll back any Third-Party Software update to its prior Version, as instructed by the County, when severe issues arise.
- 3.3.4 Contractor must utilize industry-standard software configuration management tools for tracking and controlling changes in the Solution for all RPS environments.
- 3.3.5 All third-party security patches must be delivered and installed monthly or as available, as part of regular maintenance, or sooner upon request from County Project Manager or the Department's data security office.
- 3.3.6 Installing all Microsoft software and other Third-Party Software (e.g., VMware) patches in the RPS Solution software, for both the primary and secondary data centers, monthly or as available, as part of regular maintenance, or sooner upon request from County Project Manager or Department's Data Security.
- 3.3.7 Furthermore, any Third-Party Application that may be incorporated into the Solution by Contractor and become part of the Application Software will be subject to the same System maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.4 ADDITIONAL PRODUCTS

- 3.4.1 Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by the County under the Contract as Optional Work. Contractor must provide price quotes as requested by Department for Additional Products. Additional Products will include the provision to the County of all accompanying/supporting Documentation at no additional cost.

3.4.2 Prior to the installation of any Additional Product or any update thereto, Contractor must test and ensure such Additional Product's compatibility with the then-current version of the System Software including, without limitation, service packs and security patches, promptly upon their release. The County will validate the testing.

3.5 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor must continually ensure System Software compatibility with User workstation browser capabilities by version number (e.g., Chrome, Edge), and security patches.

3.6 SYSTEM MAINTENANCE

Unless agreed to otherwise in advance by the County, Contractor must provide all Maintenance Services, including installation of Updates, with no or minimal Scheduled or Unscheduled Downtime. If Unscheduled Downtime occurs, Paragraph 6.0 (Remedies) of this SLA will apply. In the event that System Maintenance is required, Contractor must ensure that prior to any such System Maintenance, the System Availability requirements of this Contract are met and that the RPS Solution is fully operational at the County's backup site.

4.0 **SUPPORT SERVICES**

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for providing operational support of the Solution (hereinafter "Support Services") will include responding to problems reported, and correcting Deficiencies as specified in this SLA.

Contractor must provide operational support for the Solution during Support Hours which will include without limitation, a point of contact to receive calls from the County for Solution problems, and the maintenance of a web-based trouble-ticketing system for providing customer support ("Customer Support"). Support Services includes all services needed to ensure that the Solution operates in accordance with the specifications, including the Solution Requirements, warranties and other requirements set forth in the Contract, as well as all services needed to correct any Solution failure and to remedy Deficiencies in accordance with Paragraph 5.0 (Correction of Deficiencies) of this SLA. Contractor is responsible for providing as-needed Disaster Recovery services (see Paragraph 4.4) throughout the entire Contract Term.

4.2 CUSTOMER SUPPORT

Requests for Customer Support will be submitted by the County's Authorized Contact(s) (e.g., County Project Manager or designee(s)) via telephone, email and/or Contractor's web-based customer-support portal. Customer Support must respond to County Project Manager within the applicable required period specified in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA, depending on the Severity Level of the Deficiency (see Paragraph 5.0, Correction of Deficiencies). Customer Support must respond with a plan for resolving each Deficiency.

Contractor's Customer Support must also include, but not be limited to, the following:

- a. Providing technical support staff specifically designated to the County, who will provide first-level support to LACRIS and who will have access to Contractor's Customer Support through the methods outlined in this SLA.
- b. Access to a web-based trouble-ticketing system made available to County at all times. Contractor must advise the County at least two weeks in advance when the ticketing system requires scheduled maintenance.
- c. Access to Contractor's Customer Support via the web-based trouble-ticketing system or telephone. The trouble-ticketing system must provide the County with a simple method to submit, track and update issues.
- d. Training for County-designated staff on the use of the ticketing system. Creation of logon credentials for Authorized Staff.
- e. A toll-free telephone number for County staff to call at any time during Support Hours, managed by a live operator to quickly connect County staff with the appropriate Contractor Customer Support personnel.
- f. Responding within the period specified in Paragraph 5.2.1 (Problem Correction Priorities) to this SLA, depending on the Severity Level of the Deficiency.
- g. Working with County Project Manager and County's technical support staff to correct Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, and ensuring that all scheduled downtime maintenance windows are clearly communicated by Contractor, and the requirements of this SLA are met.
- h. Triaging, diagnosing and resolving all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency with a workaround, the County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor must work with the County to ensure that each service ticket case is documented and diagnosed properly.

Each Deficiency will be tracked in the Contractor's Customer Support ticketing system by, at minimum, the following:

- i. Severity Level,
 - ii. Date/time notified by the County,
 - iii. Name of Contractor's Service Technician(s) or Engineer(s),
 - iv. Component (hardware-Central Server, software-Central Server) and, if applicable, sub-component (e.g., Interfaces, Third-Party Software),
 - v. LACRIS' assigned tracking number from its customer support ticketing system,
 - vi. Description of problem including, if applicable, Solution software version,
 - vii. Root cause of problem,
 - viii. Timeline to completion,
 - ix. Descriptive action(s) taken to resolve issue and/or to prevent recurrence,
 - x. History of actions taken, including communications between Contractor and the County, by Contractor and County personnel, and
 - xi. Date/time completed by Contractor and communicated to the County.
- i. Tracking Service Credits for failure to timely correct Deficiencies as specified in Paragraph 5.0 (Correction of Deficiencies) of this SLA.
 - j. Proactively monitoring all RPS Solution software for security breaches (e.g., unauthorized use, attempted hacking, etc.). Reporting all security breaches or attempts to breach, to County Project Manager, the LACRIS Help Desk, and Department's Data Security Unit. Coordinating resolution of any IT security breach with County Project Manager, the LACRIS Help Desk, and Department's Data Security Unit.
 - k. Tracking RPS Solution Update suggestions initiated by either the County or Contractor Contractor's Customer Support ticketing system. Contractor must conduct a preliminary evaluation within 30 days and update the service ticket with that preliminary evaluation. Contractor must use this information for RPS base software product-revision planning.

4.3 RESPONSE TIME MONITORING

Contractor is responsible for monitoring the Response Time of the Solution to ensure compliance with the agreed-upon Response Times shown in Attachment C.1 (Solution Response-Time Requirements) to this SLA and any other applicable requirements specified in the Solution Requirements and this SLA.

Contractor must perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor must provide the County with direct access at any time to any Response Time data collected. Whenever requested by the County, Contractor must provide the County with reports and/or a download of

related Response Time data along with all applicable documentation that may be necessary for the County to independently monitor System Response Times.

The County reserves the right to periodically re-evaluate the Response Time baselines or add/modify/delete Response Time requirements listed in Attachment C.1 (Solution Response-Time Requirements) to this SLA to ensure that poor System Response Times do not restrict or delay the County's operations.

4.4 BUSINESS CONTINUITY STRATEGY (DISASTER RECOVERY)

As part of Support Services, Contractor is also responsible for Active-Passive Disaster Recovery Services, including any modifications to the Business Continuity Strategy in the PCD throughout the entire Contract Term.

The RPS Solution is a business-critical System requiring 24/7 operations and no more than an eight-hour period for System failover. The RPS Solution must be Active-Passive, where the secondary data center replicates all System Software, and records near-real-time data. Once Primary site is back online, Contractor must failback the entire RPS Solution, including but not limited to, full data replication, from the secondary data center to the primary data center within eight hours. Contractor must maintain and implement Active-Passive Disaster Recovery and avoidance procedures to ensure that the System and the Solution provided hereunder are minimally interrupted during any Disaster. Contractor must provide the County with a copy of its current Business Continuity Strategy and all updates throughout the entire Term of the Contract. All requirements of the Contract, including but not limited to those relating to security, personnel due diligence, and training will apply to Contractor's Disaster Recovery site.

Upon the County's declaration of the Disaster, Contractor must provide the Services outlined in the Business Continuity Strategy. Contractor will be subject to the following Service Level requirements as part of Active-Passive Disaster Recovery, which will be contained in and are incorporated into the Business Continuity Strategy:

- a. To the extent possible, Contractor is responsible for continuation of Service and restoration of the System and the Solution within eight hours.
- b. In the event of a Disaster declaration, Contractor must maintain regular and consistent communication with the County about the outage and steps taken to restore the System and the Solution.
- c. County Project Manager and Contractor Project Manager will both designate Disaster Recovery managers who, during any Disaster event, will be responsible for managing and ensuring communications between the two parties.

- d. Upon the County's declaration of the Disaster, Contractor must within eight hours:
 - i. Failover the System to the secondary data center, and
 - ii. Failback to the recovered target server at primary data center.
- e. Contractor's failure to restore the Solution within eight hours will result in an Incident and deemed Unscheduled Downtime, to be determined solely by County Project Director.

5.0 CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

Deficiencies may be identified either by Contractor's use of its own monitoring tools or discovered by the County. Upon discovery of a Deficiency by the County, the County will report the Deficiency to Contractor's Customer Support for resolution in accordance with this SLA. Upon discovery of a Deficiency by Contractor, Contractor will report the Deficiency to County Project Manager. Regardless of the Deficiency discovery source, Contractor must keep the County informed on all identified Deficiencies. The parties must mutually agree to assign the appropriate Severity Level to any Deficiency discovered by Contractor.

The Severity Level of a Deficiency will be assigned according to the Severity Level definitions set forth in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, the County may reevaluate, and escalate or downgrade the Severity Level of the Deficiency, pursuant to Paragraph 5.2.3 (Severity Level Adjustment) of this SLA.

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

For each Deficiency reported by the County to Contractor, the County will assign the Severity Level to that Deficiency. For each Deficiency discovered by Contractor by its own problem monitoring system, Contractor will initially assign that Deficiency's Severity Level in consultation with the County.

Following a report of a Deficiency from the County, Contractor must respond back to the County within the prescribed "Service Response Timeframe" and resolve each such Deficiency within the specified "Resolution Time," as shown in the below table. Resolution Time for correction of Deficiencies will start tolling when the County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor's Customer Support, and will end when the County determines that the Deficiency has been resolved.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	SERVICE RESPONSE TIMEFRAME	RESOLUTION TIME
1 – Critical	Solution is down (Unscheduled Downtime) or is practically down (e.g., extremely slow Response Time) or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County Users are affected. A production business system is inoperable.	One hour	Resolve Incident or formulate reasonable workaround within four consecutive hours.
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., reporting module not functioning), creating significant County business impact, its core functionality is not available or one of Solution Requirements is not met, as determined by the County.	Four hours	Resolve Incident or formulate reasonable workaround within eight consecutive hours.
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.	One day	Resolve Incident within fourteen consecutive Days.
4 - Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the County.	Two days	Next Version Release or six months unless otherwise agreed to by the County and Contractor.

5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by the County or discovered by Contractor, Contractor must immediately commence corrective action. Contractor must correct all Deficiencies within the “Resolution Time” period specified above. Contractor must also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter “Major Deficiency”). The County and Contractor must agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by the County.

Contractor must provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Severity Level 1, Severity Level 2, or Severity Level 3, within the prescribed Resolution Times. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor

must provide the County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for correcting the Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County Project Manager.

5.2.3 SEVERITY LEVEL ADJUSTMENT

The County may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the Severity Level definition in Paragraph 5.2 (Resolution of Deficiency) above. A Deficiency may also be escalated by the County if the Deficiency persists or re-occurs, as determined by County Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities) of this SLA. Contractor may request a special exception to the above timeline where there are extenuating circumstances. The decision to provide an extension along with its appropriate timeline will be made at the sole discretion of County Project Manager.

If a workaround may be provided by Contractor for a Deficiency, the County and Contractor may agree to downgrade the Severity Level of such Deficiency until a mutually agreed-upon date. If a permanent solution is not provided by such agreed-upon date, the County in its sole determination may escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 SYSTEM PERFORMANCE REQUIREMENTS

Contractor must meet all the System Performance Requirements of the RPS Solution that are within Contractor’s control. System Performance will include, but not be limited to, the requirements specified in the table below, Exhibit B (Minimum Solution Requirements), Attachment C.1 (Solution Response-Time Requirements) to this SLA, and Disaster Recovery specified in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery) above. All System Performance Deficiencies will be deemed Severity Level 2 Deficiencies or higher for the purpose of the correction of Deficiencies and other County remedies.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	99.9%
Response Time	System Response Time baselines
Active-Passive Disaster Recovery	Pursuant to the provisions and requirements of Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA.

The following criteria will be applied with regards to System Performance Requirements:

- a. "System Availability" will be calculated and based on the formula set forth in Paragraph 6.2 (Service Credits) of this SLA.
- b. Contractor must monitor System Response Times using a Contractor-supplied System Response Time measurement method. System Response Time measurements will be calculated by averaging Response Time(s) for each of the established baseline System Response Time requirements (see Attachment C.5 (Solution Response-Time Requirements) to this SLA). The actual measurement methodology to be applied will be as directed by County Project Director.
- c. For each measurement taken, Contractor must provide the County with an automated report itemizing each function tested, in a form and format as determined by County Project Director.
- d. System Response Time Deficiency

A System Response Time Deficiency that fits the definition of a Major Deficiency will be deemed to cause Unscheduled Downtime. Unscheduled Downtime will begin to accrue after four hours for Severity Level 1 (Critical), and after eight hours for Severity Level 2 (Severe) and will entitle the County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below. Any unresolved Moderate Severity Level 3 Deficiency by Contractor will begin to accrue after 30 calendar days and will entitle the County to assess Service Credits.

- e. Disaster Recovery

Any County-observed Deficiency which may prevent Contractor from delivering Disaster Recovery services to the County in a timely manner, pursuant to Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA, will be deemed to cause Unscheduled Downtime and will entitle the County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below.

6.0 REMEDIES

6.1 GENERAL

Credits will accrue for Unscheduled Downtime and System Performance Deficiencies, including Contractor's failure to meet the System Availability requirements and/or System or Service Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this SLA, "Unscheduled Downtime" will mean the total combined amount of time during any Service Month, measured in minutes, during which the System has a Major

Deficiency which exceeds the resolution time durations stated in 5.2.1 (Problem Correction Priorities) above, or any Moderate Deficiency that is unresolved by Contractor within 30 calendar days, excluding Scheduled Downtime.

6.2 SERVICE CREDITS

Without limiting any other rights and remedies available to the County, either pursuant to the Contract, or by law or in equity, the County will be entitled to Service Credits calculated based on the length of the combined Unscheduled Downtime during any Service Month (hereinafter “System Unavailability”), as provided below.

SYSTEM AVAILABILITY (% OF SERVICE MONTH)	HOURLY UNSCHEDULED DOWNTIME RANGE / MONTH	SERVICE CREDITS (%OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH)
=> 99.9% and <= 100%	0:00 – 1:00 hours	None
=> 98.9% and < 99.9%	1:01 – 8:00 hours	5%
=> 97.9% and < 98.9%	8:01 –15:00 hours	15%
=> 95.9% and < 97.9%	15:01 – 29:00 hours	35%
=> 93.9% and < 95.9%	29:01 – 44:00 hours	45%
=>91.9% and < 93.9%	44:01 – 58:00 hours	50%
=>89.9% and < 91.9%	58:01 – 72:00 hours	60%
=>87.9% and < 89.9%	72:01 – 87:00 hours	75%
and < 87.9%	Beyond 87:01 hours	Fee Waived for that Month

For purposes of calculating Service Credits, “System Availability” percentage will be calculated as follows:

$$\text{System Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$

Example: 1,050 minutes of total Unscheduled Downtime during a 30-Day Service Month.

$$[43,200 - 1,050] \div 43,200 = 97.6\% \text{ System Availability, with 15\% Service Credit}$$

Service Credits, in any amounts, are not and will not be construed as penalties and, when assessed, will be deducted from the County’s payment(s) due to Contractor.