

EXHIBIT C

SERVICE LEVEL AGREEMENT

(REVISED UNDER BULLETIN #4)

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1.0 GENERAL

This Exhibit C, Service Level Agreement (hereinafter SLA), sets forth the scope of, and Contractor's Service level commitment regarding the Maintenance and Support Services (M&S) for the Solution, including, but not limited to, M&S service levels for Hardware and Software support, correction of Deficiencies, warranties, and the County's remedies for Contractor's failure to meet the Service level commitment specified herein. This SLA is supplemental to the warranties and representations made in the Base Contract. 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 M&S services specified in the Contract and this SLA, as more fully described in Paragraph 2.2 (Definitions) below.

2.2 Definitions

Customer Support: Has the meaning specified in Paragraph 4.1 (Scope of Support) below.

Disaster: 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: A network configuration of independent nodes having the ability to replicate the CAD Solution for real-time data recovery across the primary and secondary data centers instantaneously, as further described in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA.

Downtime: The period of time that the Solution cannot be accessed due to the System, or any component thereof, being inaccessible.

Incident: A circumstance or set of circumstances taken together, resulting in a failure to meet a Service level as required under this SLA and which can result in a Downtime credit.

Maintenance Services: Any goods or Services provided under the Contract for maintaining the Solution. This includes, but is not limited to:

- a. Hardware Maintenance (e.g., Preventive Maintenance, and scheduled/unscheduled equipment repairs or replacement), and

- b. Software Maintenance (e.g., Preventive Maintenance, Software Upgrades, Updates, enhancements, patches, and other updates to the Solution Software, Solution Interface updates needed to maintain compatibility with the Solution, Solution security updates, and report design updates, as further outlined in Paragraph 3.0 (Maintenance Services) below.

Preventive Maintenance: The regular inspection, cleaning and replacement of System components in order to optimize System functionality and prevent any Unscheduled Downtime due to System failure.

Service Credits: 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, including System Downtime.

Severity Level: The applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies) below.

SLA (Service Level Agreement): Refers to this Exhibit C, and describes Contractor's Service level commitment regarding System maintenance as required by the Contract and this SLA, including but not limited to, M&S Services, and any/all warranties specified in the Contract and/or this SLA.

Support Hours: Means 365/366 Days per year, 24 hours per Day, 7 Days per week, with no exceptions made for holidays.

Support Services: Contractor's provision to the County of Customer Support services and help-desk assistance, as applicable.

System Availability: Has the meaning specified in Paragraph 5.3 (Solution Availability Requirements) below.

System Performance: The performance of the System with respect to Response Time, System Availability and Disaster Recovery.

System Performance Requirements: The requirements for System Performance, as agreed-to by the parties, pursuant to Paragraph 5.3 (Solution Availability Requirements) below.

Total Monthly Time: The total number of minutes during a calendar month, excluding Scheduled Downtime.

3.0 MAINTENANCE SERVICES

- 3.1 As part of Solution Maintenance, Contractor must provide Maintenance Services for all System Hardware delivered by Contractor to the County, and the Application Software, Interfaces, and Third-Party Software provided by Contractor to the County, as applicable, all as part of the Solution (hereinafter “Maintenance Services”), as provided in this Paragraph 3.0.
- 3.2 Also, as part of Solution Maintenance, Contractor must provide Helpdesk support for all Contractor-provided Third-Party Software, including the Operating System, transaction processing layer, and database layer of the entire System, as applicable, as provided in this Paragraph 3.0.
- 3.3 Contractor must provide to the County a comprehensive program of scheduled Preventive Maintenance to ensure County 24/7 uninterrupted availability of the Solution. The Preventive Maintenance program must include, but is not limited to:
- a. Hardware Preventive Maintenance including, but not limited to: inspections, cleaning, testing and connectivity, etc.
 - b. Software Preventive Maintenance including, but not limited to: OS tuning, database tuning/compacting, error log reviews, error log purging, and security Software reviews, etc.
- 3.4 System Hardware

As part of Maintenance Services, Contractor must provide maintenance of the Solution’s System Hardware infrastructure. Contractor must pass thru to the County all equipment warranties provided by the original equipment manufacturers at the point of sale. Contractor must repair, upgrade/replace, or oversee the repair, upgrade or replacement of, all System Hardware components as needed throughout the entire Term of the Contract to comply with the Solution Requirements and the warranties specified herein in this SLA and throughout the Contract.

- 3.4.1 As part of Contractor’s Hardware Maintenance services for all Contractor-provided Solution Hardware, Contractor must:
- i. Inspect, clean, and test connectivity of all Hardware including connectivity between all redundant server nodes,
 - ii. Utilize automated monitoring tools to monitor CAD server operations at all installed sites, and report all Deficiencies to the Computer Aided Dispatch (CAD) help-desk,

- iii. Agree with the County regarding the Severity Level of each identified Hardware Deficiency, and remedy the Deficiency in accordance with Paragraph 5.2 (Resolution of Deficiencies) below,
- iv. Provide technical support to administer and operate all System environments (e.g., Production, Training, Testing, and Business Continuity),
- v. Periodically test the CAD System to ensure all data and configurations are automatically replicating (system backup) to each of the server sites as part of the Software Preventive Maintenance program, and as prescribed in the Business Continuity Strategy, and
- vi. Annually test the System failover process. The County and Contractor must mutually agree on the appropriate date and time.

3.4.2 Technology Refresh

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 15 (Solution Maintenance and Support and 24/7 Help Desk Support) of Attachment A.1 (SOW Outline)], 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. The actual date for the Hardware upgrade will be as negotiated by the parties.

3.5 Application Software

- 3.5.1 Contractor must provide periodic Software Updates (“Updates”) to the Application Software to keep current with Contractor’s technology standards, industry standards, and Federal and California state mandates, and to maintain compatibility with the Solution Requirements, and with Third-Party Software, 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.
- 3.5.2 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, at least two weeks in advance, 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.

- 3.5.3 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).
- 3.5.4 Contractor's provision and installation of Software Updates (as defined in Paragraph 2.1.56 of the Contract) to the Application Software and all Third-Party applications are provided as part of Contractor's annual M&S service delivery and will be at no additional cost to the County.
- 3.5.5 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.
- 3.5.6 Contractor must install all CAD 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.

3.6 Solution Interfaces

Contractor must maintain and update all Solution Interfaces to remain compatible with all System Updates, as applicable. Contractor must maintain and update all Solution Interfaces to accommodate changes made to any interfaced external system which was outside the control of the County or Contractor.

3.7 Third-Party Software

- 3.7.1 As part of Maintenance Services, Contractor must provide Maintenance Services for all Third-Party Software included in all the CAD Environments for the Solution, including but not limited to Operating Software, transaction processing 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.
- 3.7.2 Contractor must provide updates to the System Software to keep current with Contractor's technology standards, industry standards, updates to the Application Software and other Application Modifications, all in coordination with County Project Manager.
- 3.7.3 Contractor must utilize 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 the Solution in the CAD Test Environment. The County will verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to all the CAD 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.
- 3.7.4 Contractor must utilize industry-standard software configuration management tools for tracking and controlling changes in the Solution for all CAD environments.
- 3.7.5 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.
- 3.7.6 Contractor must provide all Third-Party Software maintenance for both the primary and secondary data centers, monthly or as requested by the County, as part of regular maintenance.
- 3.7.7 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.

3.8 Additional Products

3.8.1 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.

3.8.2 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.

3.9 System Availability

Unless agreed-to otherwise in advance by the County, Contractor must provide all Maintenance Services, including installation of Updates, with no Downtime. If Downtime occurs, Paragraph 5.4 (Solution Availability and Credits) of this SLA will apply. In the event that System Maintenance is required, Contractor must ensure that, during any such System Maintenance, the System Availability requirements of the Contract are met and that the CAD Solution remains fully operational.

4.0 **SUPPORT SERVICES**

4.1 Scope of Support

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") must include responding to problems reported, and correcting Deficiencies as specified in this SLA. As part of its Support Services, Contractor must provide operational support for the Solution during Support Hours, which must include without limitation, the provision of a Contractor Customer Support desk to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5.0 (Correction of Deficiencies) below, to ensure that the Solution operates in accordance with the specifications, including the Solution Requirements, warranties and other requirements set forth in the Contract. Contractor's Customer Support desk may be accessed via telephone, email, and/or a Contractor-maintained web-based Customer Support portal.

4.2 Customer Support

4.2.1 Requests for Customer Support will be submitted only by authorized County technical support staff (County's 'help-desk'). All requests for Customer Support must be tracked and maintained by Contractor in the Customer Support portal, using an automated trouble ticketing system. Contractor must respond with a plan for resolving each Deficiency and respond to County Project Manager within the applicable required timeframe specified in Paragraph 5.2.1 (Problem Correction Priorities) below, depending on the Severity Level of the Deficiency.

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

- a. Providing County's help-desk with access to Contractor's Customer Support via toll-free telephone, email, and/or a dedicated web-based Customer Support portal.
- b. Providing 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.
- 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. Authorized County help-desk personnel must be provided an account, and training on the use of the automated trouble ticketing system.
- d. Responding within the timeframes specified in Paragraph 5.2.1 (Problem Correction Priorities) below, depending on the Severity Level of the Deficiency.
- e. 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.
- f. Informing the County at least two weeks in advance when the automated trouble ticketing system requires any scheduled Maintenance.
- g. Working with County Project Manager and County-authorized technical staff to correct Deficiencies.

- h. Informing County Project Manager and County's help-desk personnel of all pending Software Updates, including the scheduled timeframes for delivery to ensure 100% System Availability.
- i. Providing all Software Updates necessary to keep the Solution compliant with FBI's Criminal Justice Information Services (CJIS), and federal and state mandates.
- j. Maintaining all CAD Solution Documentation and computer-based training tools to align with all Software Upgrades and Updates delivered to the County, inclusive of all security Software, as applicable.
- k. 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.
- l. Each Deficiency will be tracked in Contractor's Customer Support ticketing system by, at minimum, the following:
 - i. Severity Level in accordance with the definitions specified in Paragraph 5.2.1 (Problem Correction Priorities) below,
 - ii. Date/time notified by the County,
 - iii. Name of Contractor's service technician(s) or engineer(s),
 - iv. Component and, if applicable, sub-component,
 - v. Tracking number,
 - vi. Description of problem including, if applicable, Solution Software version,
 - vii. Root cause of problem,
 - viii. Action(s) taken to resolve issue and/or to prevent recurrence,
 - ix. History of actions taken by Contractor and County personnel (including any communication), and
 - x. Date/time completed by Contractor and communicated to the County.
- m. Monitoring the Solution for security breaches and reporting and coordinating resolution of any such security breaches with the County.
- n. Installing all Software security patches not later than 30 Days from notification of the availability of such security patch(es) by either a Third-Party Software provider, or Department's data security staff.

4.2.2 During the M&S period, Contractor's Project Manager must meet with County Project Manager on a regularly scheduled basis, minimally monthly. Meetings may be conducted in person at a County-designated location, or via web-conferencing, as mutually agreed-upon in advance by the parties. Contractor must provide the County with meeting agendas and presentation materials reflecting the most recent and accurate M&S activity which, at minimum, includes:

- i. Service ticket activity from the prior month, including the age of each open service ticket,
- ii. Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve,
- iii. Summary of Downtime, along with dates, times and location (if applicable),
- iv. Database and/or transaction statistics, as applicable.

4.2.3 Contractor must provide User and Technical refresher training when requested by the County, pursuant to the Project Control Document's Training Plan. The topics to be covered during the session will be determined by the County and planned accordingly with Contractor.

4.2.4 Contractor must provide Service Credits to the County for: a) its failure to meet the response timeframes, and/or b) its failure to meet the resolution timeframes to correct any Major Deficiency as specified in Paragraph 5.0 (Correction of Deficiencies) and more specifically in Paragraph 5.3 (Solution Availability Requirements) below.

4.2.5 Contractor must evaluate CAD Solution enhancement suggestions, whether initiated by the County or Contractor, using Contractor's trouble ticketing system. Contractor must conduct a preliminary evaluation of the proposed enhancement within 30 Days and update the ticket with that preliminary evaluation. Contractor must use this information for product enhancement planning.

4.3 BUSINESS CONTINUITY STRATEGY (DISASTER RECOVERY)

As part of Support Services, Contractor must provide Disaster Recovery Services, including modifications to the Business Continuity Strategy in the PCD throughout the entire Contract Term.

Contractor must maintain and implement an agreed-upon Disaster Recovery environment to ensure that the Solution is not interrupted during a declared disaster. All requirements of the Contract, including those relating to, but not limited to,

Disaster Recovery procedures, security, personnel due-diligence, and training, must be addressed in the Business Continuity Strategy.

Upon occurrence or declaration of a force majeure event, Contractor must provide the agreed-upon services outlined in the Business Continuity Strategy. Contractor will be subject to the following minimum Disaster Recovery requirements, which must be incorporated into the Business Continuity Strategy:

- i. Contractor will have complete responsibility for continuation of Service and restoration of the Solution, as applicable.
- ii. In the event of a force majeure declaration [see Paragraph 69 (Force Majeure) of the Contract], Contractor will be required to maintain regular and consistent communication with the County regarding the outage, and steps needed to restore the System and the Solution.
- iii. Contractor must configure the Solution to immediately failover to the next available data center to ensure 100% availability instantaneous with the occurrence of a force majeure event.

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 and its Severity Level 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 "Service Resolution Time" as specified in the table below.

Following the report of a Deficiency by Contractor, Contractor must resolve each such Deficiency within the specified "Resolution Time" based on the Severity Level agreed-to by the parties.

Resolution times for correction of Deficiencies reported by the County will start tolling when the County first notifies Contractor of a Deficiency by telephone or as otherwise specified herein, including Contractor's Customer Support, and will end when the County determines that the Deficiency has been resolved.

Conversely, resolution times for correction of Deficiencies reported by Contractor to the County will start tolling when Contractor first notifies the County of a Deficiency by telephone or as otherwise 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	Service Resolution Time
1 – Critical	<p>Major Deficiency: The System or any component of the System is down (Downtime) or is effectively non-responsive 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.</p> <p>Severity Level 1 renders the Solution or a component of the Solution inoperative or unusable, causes an ongoing interruption to the end User's activities, or causes an unrecoverable loss or corruption of data.</p>	<p><u>30 minutes</u></p> <p>Credits for each 30min block thereafter an 'incident'</p> <p>31-60 incident 1 61-90 Incident 2, etc.</p> <p>*Each Incident is added to Downtime Credits.</p>	<p>Resolve Incident or formulate reasonable workaround within two consecutive hours.</p> <p>Downtime Credits double for each hour thereafter an 'Incident'.</p>

Severity Level	Description of Deficiency (any one of the following)	Service Response Timeframe	Service Resolution Time
2 - Severe	Major Deficiency: A component of the Solution is not performing in accordance with the specifications, creating significant County business impact, its core functionality is not available or one of the System Requirements is not met, as determined by the County. This Major Deficiency is considered "Downtime."	One hour Credits applied for each hour thereafter an 'Incident' 04:01-5hrs Incident 1	Resolve Incident or formulate reasonable workaround within four consecutive hours. Credits double for all hours thereafter. Each hour an 'Incident'.
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.	Eight hours Credits applied for each hour thereafter an 'Incident'	Resolve Incident within five consecutive Days. Credits commence on Day six for each Day thereafter, 8am-5pm. Each Day thereafter an 'Incident'.
4 - Low	This is a low impact problem and is not significant to operations or is cosmetic in nature as determined by the County.	Two Days Credits applied for each Business Day 8am-5pm thereafter an 'Incident'	Next Version Release, or 180 Days, unless otherwise agreed-to by County and Contractor. Credits for each Business Day 8am-5pm thereafter. Each Day an 'Incident'.

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 times 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, Major Deficiencies, 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 completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved, and the resolution is approved by County Project Manager. The parties will jointly cooperate during this period.

5.2.3 Severity Level Adjustment

The County may escalate or downgrade the Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be mutually escalated by the County and Contractor if the Deficiency persists or reoccurs, 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) above. Contractor may request an exception to the prescribed timeline when there are extenuating circumstances. Such request may or may not be granted 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 an agreed-upon date. If a permanent fix is not provided by such agreed-upon date, the County will have sole discretion to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 Solution Availability Requirements

System Downtime is not permissible under the Contract. Nonetheless, should a circumstance of such severity require Downtime, the County and Contractor must mutually agree on the appropriate date and time.

The Solution must meet the Solution availability requirements specified below, including, but not limited to, those relating to Major Deficiencies and System Availability, as further specified in this SLA and the Solution Requirements. All Solution Downtime will be deemed a Major Deficiency for the purpose of the correction of Deficiencies and other County remedies. All Major Deficiencies, for purposes of this Paragraph 5.3, will be considered Solution Downtime, and will be subject to the Service Credits stated below.

5.4 Solution Availability and Credits

The Solution must be operational at 100% availability. Performance will be measured monthly. It is the responsibility of Contractor to present reports identifying compliance with this requirement. In the event Contractor fails to meet the availability requirements, Contractor must provide Service Credits to the County as follows:

SYSTEM AVAILABILITY (% OF SERVICE MONTH)	SERVICE RESPONSE/RESOLUTION AND/OR DOWNTIME RANGE / MONTH	SERVICE CREDITS (%OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH)
=> 99.9% and < 100%	0.00 – 1.00 hours	2.5%
=> 98.9% and < 99.9%	1.01 – 8.00 hours	5%
=> 97.9% and < 98.9%	8.01 –15.00 hours	20%
=> 95.9% and < 97.5%	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

System Availability will be calculated as follows:

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

EXAMPLES:

- Case #1: June has 720 hours; System was 'lights-out' for 8 minutes.

$$8/60 = .134 \text{ hours Solution Downtime}$$

$$720 - .134 = 719.866 \text{ hours, System was 'Available'}$$

$$719.866 / 720 = .9998138 = 99.981\% \text{ Availability (2.5\% Svc Credits Assessed)}$$

- Case #2: June has 720 hours; System had a reported Severity Level 2 Deficiency which required 4 hours to remedy.

4 hours Solution Downtime

$720 - 4 = 716$ hours, System was 'Available'

$716 / 720 = .9944 = 99.4\%$ Availability (5% Svc Credits Assessed)

- Case #3: June has 720 hours; System has a reported Severity Level 2 Deficiency which required 6 hours to remedy.

6 hours to remedy = 8 hours of Solution Downtime [4 hours + 4 hours (2 hours "doubled")]

$720 - 8 = 712$ hours, System was 'Available'

$712 / 720 = .9889 = 98.8\%$ Availability (20% Svc Credits Assessed)

- Case #4: June has 720 hours; System had a reported Severity Level 3 Deficiency, and Contractor took 10 hours to respond.

10 hour response time = 2 hours of Delayed Response/Resolution

$720 - 2 = 718$ hours, Delayed Service Response/Resolution

$718 / 720 = .9972 = 99.7\%$ (5% Svc Credits Assessed)