

CLOUD SERVICE LEVEL EXHIBIT

I. Agreement Overview.

This Service Level Agreement (SLA) operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that _____ (“CONTRACTOR”) ensures it will provide MADERA COUNTY (“COUNTY”). CONTRACTOR represents and warrants that any service CONTRACTOR provides (herein referred to as “CONTRACTOR Services”) will be performed in a professional manner consistent with industry standards reasonably applicable to such Services.

II. Definitions.

Except as defined below, all defined terms have the meaning set forth in the Agreement.

Client Error Incident: Any service unavailability resulting from COUNTY applications, content or equipment, or the acts or omissions of any of third-party service users or third-party providers over whom CONTRACTOR exercises no control.

Downtime: Those minutes during which CONTRACTOR Services are not available for COUNTY use. Downtime is measured based on server side error rate and time taken for CONTRACTOR response to service error over the allotted time period. Downtime will be measured in increments of 10 minutes. Downtime durations of less than 10 minutes will not be included in any calculation for Service Credit.

Monthly Uptime Period: The percentage of time CONTRACTOR Services are available during a calendar month, with percentages rounded to the nearest whole number. This period is calculated by totaling the number of minutes in a calendar month minus the number of Downtime minutes plus any delay in response to service calls beyond time allotted in Appendix A, divided by the total number of minutes in a calendar month.

Scheduled Downtime: Planned and notified periods of Downtime at least five days prior to the commencement of such Downtime for the purposes of software maintenance. Scheduled Downtime is not to exceed twenty-four hours per calendar year. Scheduled downtime is considered Downtime for purposes of this SLA and will not be counted towards any Downtime. CONTRACTOR shall make best efforts to have this scheduled downtime not occur between the hours of 8am and 5pm Monday through Friday.

Service Availability: The total number of minutes in a calendar quarter that CONTRACTOR Services are capable of receiving, processing, and responding to requests, excluding Scheduled Downtime, Client Error Incidents, and Uncontrollable Events.

Service Level Credit: A positive balance applied to MADERA COUNTY’s account as the

result of breach of monthly uptime percentage assurances.

Service Responses: A request made by MADERA COUNTY resulting from a disruption in software use.

Response Time: The time it takes for CONTRACTOR to acknowledge the Downtime issue and that the matter has been assigned to the individual responsible for its resolution.

Force Majeure Event: an event such as an act of God; fire, flood; storm; inclement weather; earthquake; drought; riot; war or insurrection; plant or animal infestation or disease; sudden or severe energy shortage; or other condition of emergency or disaster beyond the control of the Parties which makes performance of obligations under this Agreement impossible or extremely impracticable, such obligations shall be suspended during such time any such condition or conditions exist. If a party's duties are suspended, that party shall resume its obligation at the earliest practical time.

III. Service Availability.

The Service Availability of CONTRACTOR Services is intended to be 24/7/365. Service shall be available at a rate of no less than 99.95% or else be subject to damages as set forth in Section c.

a. MADERA COUNTY Responsibilities.

Whenever the COUNTY experience Downtime, the COUNTY has the responsibility to notify CONTRACTOR and document, in writing, any incidents including contact made with CONTRACTOR to track all Downtime the COUNTY has experienced during a calendar month. The COUNTY must deliver such documentation with request of Service Level Credit for downtime in the month.

b. CONTRACTOR Responsibilities.

When CONTRACTOR support team receives a call from MADERA COUNTY that Downtime has occurred or is occurring, parties will work together to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure Event). Parties will also work together to resume normal operations. Service responses to Downtime shall follow the chart in Appendix A. Time taken in addition to time allotted by Appendix A will be treated as Downtime for the purposes of Service Level Credits.

c. Client Relief.

When a Service Availability goal is not met due to confirmed Downtime, MADERA COUNTY is entitled to relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in Chart 1 below. Issuing of such credit does not relieve CONTRACTOR of its obligations under the Agreement to correct the

problem which created the service interruption.

Chart 1

Monthly Uptime Percentage	Days of Service Credit Per Month
99.94% to 99.00%	3
98.99% to 95.00%	7
94.99% or less	15

Service Level Credits shall be applied to MADERA COUNTY's account against the balance of the monthly bill. Maximum Service Level Credits per month is 15 days.

Appendix A – Service Response

Severity	Severity Definition	Detail Description	Example(s)	Response Time
Critical	Full System Outage, or Critical Impact to System Usability	Problems that cause total failure of the full system (unscheduled) or stop a user from completing a business critical function. There are no work-arounds available. Licensee must be available to work toward a resolution.	Entire system is inoperable.	1 business hour
Major	Partial System Outage or Major Impact to System Usability >50%+ of licensees or critical functionality	Problems that cause total failure of a critical system component (unscheduled). There are no work-arounds available. Licensee must be available to work toward a resolution.	Critical components are inoperable.	2 business hours
Significant	Significant Impact to Usability >25% of licensees or daily used functionality	Problems that cause a significant performance impact to any system component (unscheduled), or impacting more than 50% of the system's transactions. A short-term work-around is available. Licensee must be available to work toward a resolution.	Multiple workstations are completely inoperable -OR- System response is not meeting contractual obligations	3 business hours
Medium	Moderate Impact to Usability <25% of users or moderately used functionality	Problems that cause a moderate impact on licensee's productivity, system performance or system functionality. A mid-term work-around is available. Licensee must be available to work toward a resolution.	Workstation or device is not functioning within designed specifications	4 business hours
Low	Low impact to licensees	Problems that cause little to no effect to licensee's productivity, system functionality or system performance.	Inconvenient error message -OR- Intermittent problem	8 business hours