

Service Level Agreement



NEOLOGY SUBSCRIPTION SERVICES – SAAS / CLOUD / MANAGED SERVICE

Service Monitoring & Availability Description

1. Disclosure

- 1.1. **System Monitoring** Neology reserves the right to monitor the System electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to operate its System properly, or to protect itself or other customers, provided that, Neology shall provide Customer prior notice of any such disclosure. Neology shall fully cooperate with law enforcement authorities in investigating suspected violators. It is not Neology's intention that the Neology SaaS / Cloud Hosted Subscription Services environment, System or Neology's facilities be used in contravention of the Communications Decency Act of 1996, 47 U.S.C. Section 223, or any other applicable law. Customer shall indemnify and defend Neology for any claims, suits, losses, or actions against Neology arising from, related to or in connection with any violation by Customer of the Communications Decency Act.

System Monitoring shall provide the ability for preventative, and reactive maintenance to be carried out by Neology Technical Support Staff including but not limited to: automated alerts, service/application restarts, infrastructure monitoring and connectivity/interface monitoring.

- 1.2. **Service Availability, Data Access and Retention** Neology will provide the Neology SaaS / Cloud Hosted Subscription Services environment with connection to the Internet for twenty-four (24) hours seven (7) days a week, excluding periods of time necessary for Neology SaaS / Cloud Hosted Subscription Services environment maintenance and Internet performance issues, including any downtime of the hosted cloud service provider. Neology reserves the right to have planned outages for hardware and software maintenance and perform emergency maintenance. Neology will provide Customer with at least one (1) day of notice prior to service interruptions due to planned maintenance. Any service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance. Subject to the terms and conditions of the Agreement, Neology will retain Customer Data stored on the Neology SaaS / Cloud Hosted Subscription Services during the Subscription Period and for thirty (30) days after termination of the Neology SaaS / Cloud Hosted Subscription Services. If Neology receives a request for a copy of Customer Data in writing from Customer during such thirty (30) day period, Neology will provide Customer with a copy of such Customer Data. Neology will not commingle Customer Data with data of other customers. Notwithstanding, nothing herein shall limit Neology's right to retain and commingle Aggregated Data.

Licensors will use commercially reasonable efforts to ensure that the Infrastructure will be available to Licensee at least 99.99% of the time in any calendar month (excluding scheduled maintenance and agreed downtime).



1.3. **The Service Availability calculation is:**

$$\text{Availability} = (H - D) / H$$

Where H = hours in month (Number of Days in month x 24)

D = Infrastructure downtime (hours) measured on Server availability

2. **Maintenance and Support**

2.1. **Software Maintenance and Support** Subject to payment of Maintenance and Support Fees, Neology shall provide customer maintenance and support which includes Releases (as further described in Section 3.5) of the Products, technical bulletins and Documentation updates as they become generally released and technical support for Products via telephone and Neology's Customer Care Portal ("Customer Support"), and will use commercially reasonable efforts to provide such support in conformance with Neology's then-prevailing standard Global Services Support Policy ("Maintenance and Support Services"). Customer agrees to provide remote access to Neology's technical support staff in order for Neology to provide Maintenance and Support Services under the Agreement. Customer shall provide Neology with sufficient documentation, detailed replication steps, information, assistance, support and test time on Customer's system, to duplicate the problem, certify that the problem is with the Products, and certify that the problem has been corrected.

2.2. **Maintenance and Support Plan Enrollment** The initial period of Maintenance and Support Services for the Products shall commence upon the Ready-for-Service Date and shall continue for twelve (12) months. Thereafter, the Maintenance and Support Fee is calculated based on the applicable calendar year and will automatically renew on an annual basis, unless Neology or Licensee provide written notice of non-renewal no less than ninety (90) days prior to the initial renewal or, thereafter, the annual renewal of the Maintenance and Support Services.

2.3. **Lapse in Enrollment** If Customer fails to pay Maintenance and Support Fees when due, Customer's enrollment shall lapse, and Neology shall have no obligation to provide Maintenance and Support Services to Customer until Customer has reinstated its enrollment. Reinstatement of lapsed enrollment in the Maintenance and Support Services shall require full payment of Maintenance and Support Fees that would have been due from the expiration of the last active Maintenance and Support Service period through the reinstatement date, plus an administrative surcharge equal to 20% of the fees owed for the period of the lapsed enrollment. Payment in full of the applicable amount for the current Maintenance and Support Services plan



period shall also be due upon reinstatement and must be received by Neology prior to delivery of any Minor Releases or Maintenance Releases. This reinstatement policy applies if the Agreement or enrollment in the Maintenance and Support Services has been cancelled or there is otherwise a lapse in Maintenance and Support Services coverage, such as for nonpayment of fees. In the event that a lapse in re-enrollment exceeds twelve (12) months and Customer elects to re-enroll in the Maintenance and Support Services, Neology reserves the right to perform a system check at Customer's expense and shall notify Customer of any required remedial action, including, but not limited to, any necessary Major Releases.

2.4. **Professional Services** The Parties acknowledge and agree that Neology shall charge Customer Neology's then-current standard rates for Professional Services as forth in an Order Form to address support that falls outside of the Maintenance and Support Services, or for any work mutually agreed upon in writing by the parties. The following tasks are examples, but not an exhaustive list, of support that falls outside Neology's responsibilities under the Maintenance and Support Services: Services to address Customer's failure to implement Neology's recommendations, misconfiguration of servers and network by Customer, failure of hardware not purchased through Neology, and/or failure caused by third-party hardware, software, or systems. Unless otherwise agreed in writing by the parties, Customer agrees to pay: (i) Neology's charges per person per day from the time that Neology personnel commence travel to the site until Neology personnel return to his/her point of origin; and (ii) any reasonable travel, subsistence and accommodation expenses incurred by Neology personnel in connection therewith.

2.5. **Software Releases Provided** As long as Customer is enrolled in the Maintenance and Support Services, when and if available, Customer shall receive all Minor Releases and Maintenance Releases which are commercially released in the ordinary course by Neology as updates to the Products. Customer acknowledges that any future Major Releases will only be provided to Customer upon payment of Neology's then-current charges for such Major Release, or as may otherwise be agreed in writing by the parties.

2.6. **Software Distribution** Minor Releases and Maintenance Releases shall be provided for download from the Neology Customer Care Portal. Updated Documentation shall be provided with new Releases. Customer acknowledges and agrees that Neology shall have no responsibility hereunder to install or configure any Major, Minor or Maintenance Release made available to Customer, except as agreed in writing in the form of a SOW

3. **Faults and Fault Reporting by Licensee**



3.1. **Fault Reporting** Licensor will provide a means for Licensee to report operational problems, questions, and “Errors” during normal business hours. This is in addition to Neology’s System Monitoring Service. If the Licensee believes that there is a problem, the Licensee Point of Contact shall perform basic troubleshooting and data gathering **before** notifying the Licensor. The Licensee Point of Contact will provide the Licensor with the greatest level of detail available. This information should include such items as user impact, configuration/version data, screen shots, log files and such other material as the Licensor may request in relation to the problem which is the subject of a Support request. Please note, notifications or “Support Requests”, without sufficient information to enable the Licensor Contact to understand the problem, including (without limitation) an exact description of the problem or error, possible causes, and the action taken by the Licensee to solve the problem will result in delayed resolution. The Licensee shall also cooperate in the analysis of any problems that occur with the Services to the extent reasonably required by Licensor. Following the notification of an error (Support Request), the Licensor’s employees, or persons appointed by Licensor, will respond according to the table in the section below.

3.2. **Error Classification Response Resolution**

Level 1	Support response within 1 hour / Resolution (return of core business operations) within 8 hours for 98% of cases
Level 2	Support response within 3 hours / Resolution within 2 business days, for 98% of cases
Level 3 or above	Support response within 8 hours / Resolution within 5 business days, for 98% of cases

- 3.3. **Error Classification – Severity Level 1 (Highest Priority) – Critical Impact** Errors that materially impact the operational or functional performance of the Services such that the Services are rendered completely inoperative or fail catastrophically.
- Impacting a large number of users (>30%) with >100 users affected.
 - Includes serious data integrity issues, with potential loss of data, with no work-arounds available for the situation.
 - The error/outage severely impacts use of the service and this situation halts ALL normal ALPR/ANPR business operations due to no available procedural workaround.

Examples:

1. Not a single user can login to BOSS across a dozen partner agencies AND the BOSS service will not start/remain started.

2. The regional host finds that ALL stored data has become corrupted resulting in BOSS going offline, and the server is still faulty after the agency has restored from backup.

3.4. **Error Classification – Severity Level 2 – Major Impact** Complete failure of an operational system with >10% users affected.

- Performance is significantly degraded
- A loss of functionality of a non-critical system during time sensitive period, with no work-arounds available for the situation.
- Significant performance degradation is experienced of core functions for more than 10% of users.
- Important features of the software are no longer available to multiple users/devices with no acceptable workaround; however, operations can continue in a restricted fashion.

Examples:

1. Systems have been rebooted and services are operational, but are still so highly degraded ALL users experience major impact during attempted normal usage.
2. After migrating BOSS to a new server, ALL the mobile units can no longer receive alert lists or upload reads to the database.

3.5. **Error Classification – Severity Level 3 and above – Minor Non-Urgent or Cosmetic**

- There is a partial, non-critical loss of use of the service with a medium-to-low impact on normal business function
- There is minor performance degradation for one or more users, but all other users/devices are nominal
- There are faults that do not prevent the overall ability for normal daily activity and a short-term workaround is readily available
- There is a nuisance or minor inconvenience to one or more users

Examples:

1. General questions and product enhancement requests.
2. A single user cannot login to PAGIS or BOSS but other accounts can.



3. All audible tones in PAGIS have stopped, but all core systems and alerts continue to function.
4. A single camera goes down, but all other cameras remain fully operational.
5. Mobile units can no longer communicate to the server as a direct result of the cellular data network in use by the agency.

3.6. **Response Time Measurement** Response time will be measured from the time the Licensor receives a Support Request from system notifications or as notified by the Licensee.

3.7. **Response Type** The type of solution, or measure, shall be determined by Licensor (or its appointees) with input from Licensee, provided that Licensor is responsible for resolving all issues reported in a "Support Request" to Licensee's satisfaction.

Such response shall include:

- Responses to questions relating to the Services
- Access to specialists for Error definition assistance and, if required, the development on a best efforts' basis, of a temporary solution to or an emergency bypass of the Error
- Telephone/remote assistance in the diagnosis and resolution of Errors and assistance in expediting priority replacement
- Software required on an emergency basis
- Recommended corrections, workarounds, updates, or fixes of minor Errors to the extent feasible over remote communications
- Licensor's search of its known problem file and the provision to Licensee of the applicable information found in that file a description of how the question is being dealt with by Licensor