

Invoke Service Level Agreement

System Automation Evoke™ Platform

Service Level Agreement

Contractor shall, at all times, comply with these Service Level Guarantees and expectations specified in the Contract.

1. Overview

1.1 Assessment of Damages

1.1.1 The parties agree that Contractor's failure to meet the Service Level Guarantees (also referred to as Service Level Agreements or SLAs) stated herein, may result in damage to the Agency. Contractor shall pay to Agency, not as a penalty but as service credits, the amounts specified in Table A as liquidated damages.

1.1.2 The amounts stated for each occurrence of each Service Level failure, and the maximum At-Risk Amount, together define the maximum service credits due from Contractor.

1.1.3 The damage remedies stated herein are in addition to any other remedy for damages provided in the Contract. If Agency recovers actual damages in addition to service credits, Agency will reduce such actual damages by the amounts received as service credits for the same events causing the actual damages.

1.1.4 In the event of Contractor's failure to meet a Service Level in Table A, Contractor will provide the credit due Agency, for the amounts due for any Service Level failures as specified in Table A.

1.1.5 **Notice.** Credits due from Service Level Agreement remedies will be reported monthly and Contractor will apply such Service Credits per Table A.

1.1.6 **Payment.** Amounts due Agency as service credits will be provided against Contractor's next monthly invoice.

1.2 Service Level Agreement Effective Date

1.2.1 **Service Level.** Service Levels will be effective when the production instances of the Hosted Application, defined in the Statement of Work, are put into production as mutually agreed to by Contractor and Agency in writing using the Client Acceptance Form.

1.3 Definitions

Hosted Application – The Hosted Application refers to the production instance of the hosted Evoke applications to be delivered by the Contractor and according to the Statement of Work.

Incident – An Incident is an unplanned interruption to a Contractor-provided Hosted Application or a reduction in the quality of a Contractor-provided service. Failure of any item, software, or hardware used in the support of a system that has not yet affected a Contractor-provided service is also an Incident. For example, the failure of one component of a redundant high availability configuration is an Incident even though it does not interrupt service.

Priority Level 1 Incident – System not available to any users (C-1). Completely prevents the normal execution of day to day Agency business operations and the Hosted Application is completely unavailable to Agency users.

Priority Level 2 Incident - Negative impact to agency business (C-2). The performance of the Hosted Application is severely degraded compared to performance requirements specified during implementation services, described in the Statement of Work, resulting in intermittent availability and/or negative usability of the Hosted Application.

For example,

- A function of the Hosted Application is malfunctioning according to system requirements established during implementation but Agency operations are still possible using manual or automated workarounds.
- Incidents that describe the degradation of performance of the production instance of the Hosted Application below acceptable levels established during the implementation of the application, described in the Statement of Work.

Priority Level 3 Incident - Normal day-to-day agency business (C-3).

Does not qualify as a Priority Level 1 or Priority Level 2 but which nonetheless prevents minor functionality from operating or causes minor functions to operate with incorrect results.

For example,

- A function of the production instance of the Hosted Application is difficult to use or is functioning intermittently.
- A function of the Hosted Application has a business or system impact but little to no immediate impact on the normal day to day business operations of the Agency.
- Incidents that represent a degradation of performance of the Hosted Application but do not prevent operation of the agency's day to day business operations and are within acceptable levels in the requirements for the system.

Priority Level 4 Incident - General how to question (C-4). Does not qualify as a Priority Level 1, 2, or 3 but is a general question of users, a suggested improvement to the Hosted Application, or a possible defect of the core Hosted Application that does not directly nor adversely affect normal, day-to-day, business operations of the Agency.

Meantime to Respond - The time between when Contractor or Agency determines a C1, C2, and C3 incidents has occurred and the Contractor has begun the incident communication process per the Escalation Process for Hosted Application.

Meantime to Restore - Service restoration occurs when the Agency confirms the Hosted Application is returned to a usable state. Workarounds are considered as restored for SLA regarding meantime to restore.

Meantime Status Reporting: Contractor shall provide incident status updates per the Escalation Process.

1.4 Monitoring and Reporting

1.4.1 All Service Levels described in this Contract are subject to monitoring and audit by Agency.

1.4.2 Contractor shall measure and report upon its performance against the Service Levels as of the SLA Effective Date designated herein, unless a different date for a specific SLA is approved in writing by the Contractor, Agency Contract Administrator, and Agency Program Manager. Contractor shall provide and implement measuring tools to measure and report upon each Service Level.

1.4.3 Contractor shall report on its performance against Hosted Application Availability service levels in monthly SLA reports: (i) a set of electronic reports on or before the tenth (10th) business day of the month following the month in which performance is measured; and (ii) identification of any Service Level Credits due to Agency for failure to meet a Service Level Guarantee.

If Contractor fails to report on its actual performance as required above and Agency provides notice to Contractor that such reports have not been received, then if reports are not provided by the eleventh (11th) business day of the month in which the report is due, unless otherwise excused, or agreed by the parties, Agency will receive a 5% credit of the monthly hosting fees for the applicable services.

1.4.4 Contractor Service Level Reports will be sent to the Agency via email to the Agency Contract Administrator.

1.5. Modifications to Service Level Agreements

1.5.1 Agency and the Contractor may add or modify performance metrics and Service Level Guarantees as mutually agreed to in writing by the Parties. The Parties agree that:

- a. Changes to service levels will be established based on the design parameters of the Hosted Application provided by the Contractor, and
- b. Additional requirements may be added based on business requirements

1.5.2 Notwithstanding the foregoing, Agency may delete service levels at any time during the Term by sending written notice to Contractor.

1.6 Other Provisions

1.6.1 Single Triggering Event / Multiple Failures. If a single triggering event causes Contractor to miss multiple Service Levels in a calendar month, then Agency will receive credits only for one of the missed Service Levels (the greatest individual Service Level Credit) associated with such Service Level Failure in the applicable calendar month. ["no double dipping"]

1.6.2 Confidentiality of Personally Identifiable Information (PII). Contractor will adhere to industry best practices to protect the confidentiality of PII stored within the Hosted Application. A non-exhaustive list of measures taken by Contractor to protect PII include:

- Implementation of granular role-based access control within the Hosted Application
- Conducting third-party audits against Contractor's compliance with NIST 800-53 security controls
- Enforcing FIPS 140-2 compliant encryption algorithms for all data stored "at rest" within the Hosted Application
- Enforcing, at minimum, TLS 1.2 encryption for all data "in transit" within the Hosted Application

1.7 General Exclusions.

1.7.1 Service Credits will not be available to the Agency in the following cases in which performance is impacted as a result of:

1. The acts or omissions of Agency, its employees, contractors or agents or its members, end-users, customers who utilize or access the Hosted Application, the Hosted Application Databases, or the Contractor network;
2. The failure or malfunction of equipment, applications or systems not managed by Contractor;
3. Circumstances or causes beyond the control of Contractor, including instances of a Force Majeure Event;

4. Failure caused by Agency use of Software not provided by Contractor;
5. The unavailability of required Agency personnel, including as a result of failure to provide Contractor with accurate, current contact information;
6. Planned maintenance downtime that does not exceed the planned maintenance windows agreed upon by Agency;
7. Suspension or Termination of the Services;
8. The failure of servers or services outside of a datacenter on which the Hosted Application is dependent, including, but not limited to, inaccessibility of the Internet that is not caused by Contractor's Infrastructure or network providers;
9. An attack on Contractor's Infrastructure, including a denial of service attack or unauthorized access (i.e., hacking) and such attack is not caused by Contractor's negligence, willful misconduct or failure to maintain the Hosted Application contracted by Agency;
10. Unavailability not reported by Agency within five (5) business days, excluding holidays, after the end of a reporting period in which the Uptime Percentage dropped below the defined requirement; or
11. The Agency's use of a separate Contractor's service that is not subject to this SLA.

SERVICE LEVEL AGREEMENTS

The following sections apply as described in the Statement of Work. Where applicable, the minimum service levels are described within each service level measure.

A Service Level Agreement ("SLA") default is an event that triggers a financial remedy ("Service Credit") to the Agency, as a result of Contractor's performance falling under the minimum service level for any month for a measure. The total amount of all Service Credits in a month is capped by the Amount at Risk which is 100% of the Monthly Recurring Charges. Contractor shall report on all Service Levels. A service level objective ("SLO") defines a goal for the Contractor. A SLO default will not trigger a Service Credit.

Service Levels

1. **Application Availability SLA:** The Hosted Application used by Agency for "production purposes" will be available to Agency for use 99.9% of the time. An instance of the Hosted Application is used for "production purposes" if it is used by Agency solely in Agency's production to manage the day-to-day business of issuing and renewing licenses and not used in application non-production, testing, quality assurance, demonstration, or development operations.

- a. **Service Availability Percentage** is calculated as $A = (1 - (B/C)) * 100$, where:

A= Monthly Availability of the Hosted Application

B= Total Minutes of the Hosted Application being unavailable

C= 43,200 (Average Minutes in a Month)

*Quotient is multiplied by 100 to calculate the percent figure.

- b. **Remedy.** If Contractor fails to meet the uptime requirement, Agency is entitled to a credit equal to 1 – Service Availability Percentage. For example, in the event that the Hosted Application had an availability of 80% for a particular month, the Agency would be entitled to a service credit equal to 20% of the next month's recurring hosting fee.

Minimum Service Level Agreement	99.9% Measured Monthly
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3. Availability of Contractor's Incident Submission System: Contractor's incident submission system will be available 24 hours a day, seven (7) days a week for the Measurement Period. "Incident Submission System Availability" is defined by Agency's ability to submit an incident to Contractor's support portal via the online submission forms. The phone number for authorized administrators to call is (800)839-4729.

Availability is calculated as $A = (1 - (B/C)) * 100$, where

A= Percentage of Incident Submission System Availability during Measurement Period.

B= Total amount of time the Incident Submission System is unavailable.

C= 43,200 (Average Minutes in a Month)

*Quotient is multiplied by 100 to calculate the percent figure.

Minimum Service Level Objective	99.9% Measured Quarterly
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4. Priority Incident Response Service Level Objective – Normal Business Hours

- a. **Service Level Priority 1 (C1) During Normal Business Hours (8AM to 5PM, weekdays):** Immediately but no longer than sixty (60) minutes of Contractor's determination that there has been a C1 Incident, Contractor will assign a support representative and communicate with the Agency regarding the problem (unless Contractor was first notified by Agency).
- b. **Service Level Priority 2 or 3 (C2 or C3) During Normal Business Hours (8AM to 5PM, weekdays):** No more than four (4) hours of Contractor's determination that there has been a C2 or C3 Incident, Contractor will assign a support representative and notify Agency of the problem (unless Contractor was first notified by Agency).
- c. **Service Level Objective:** Contractor will meet the Priority Incident Response SLO nine times out of every ten occurrences.

5. Priority Incident Response Service Level Objective – Extended Business Hours

- a. **Service Level Priority 1 (C1) During Extended Business Hours (5PM to 8am, Weekends, and Holidays):** Immediately but no longer than four (4) hours of Contractor's determination that there has been a C1 Incident, Contractor will assign a support representative and notify the Agency of the problem (unless Contractor was first notified by Agency).
- b. **Service Level Priority 2 or 3 (C2 or C3) During Extended Business Hours (5PM to 8am, Weekends, and Holidays):** The Contractor will assign a support representative and notify Agency of the problem before the end of the next business day.
- c. **Service Level Objective:** Contractor will meet the Priority Incident Response SLO nine times out of every ten occurrences.

TABLE A: SUMMARY OF SERVICE LEVEL MINIMUMS AND MEASUREMENTS

#	Description	Service Level Minimum	Measurement Criteria	Remedy
1	Application Availability SLA	99.9%	Hosted Application responsive to Synthetic Web Transaction Monitoring Service	Service Credit of Monthly Subscription Fees proportional to unavailability percentage
2	Availability of Incident Reporting System SLO	99.9%	Incident Reporting System Availability	A root cause analysis and meeting to report results to Agency personnel
3	Priority Incident Response SLO During Normal Business Hours	9 times out of every 10 occurrences	C1 – Immediately but no longer than sixty (60) minutes from incident determination C2/C3 – No more than four (4) hours from incident determination	A root cause analysis and meeting to report results to Agency personnel
4	Priority Incident Response SLO During Extended Business Hours	9 times out of every 10 occurrences	C1 – Immediately but no longer than four (4) hours from incident determination C2/C3 – No more than the next business day	A root cause analysis and meeting to report results to Agency personnel

Evoke Terms of Service

Evoke SaaS Platform Terms of Service Agreement

This Terms of Service Agreement (the “Terms,” “Terms of Service” or this “Agreement”) is between System Automation Corporation (“SA,” “We,” “Us”), and You as a user of our Evoke Software as a Service (“SaaS”) platform made available to You pursuant to a contract with [Agency], Contract No. _____ (the “Contract”).

1. GENERAL

SA provides its Evoke SaaS Platform (the “Services”) to You under these Terms of Service.

2. PRIVACY POLICY; RECORDATION AND DISCLOSURE

SA may record activities or content in connection with the Services, as part of providing its hosting services and products. SA will maintain the confidentiality of the activities and content, and may disclose to a third party these activities or content only if required to do so by the law.

3. LICENSE RESTRICTIONS

This license is restricted to Your use of the Services under the Contract only. In addition, the following terms apply.

a. PROHIBITED USE OF SERVICES

i. Copy Restrictions

Without written permission from System Automation Corp. and to the extent permitted by applicable law, You are NOT ALLOWED to:

- decompile, disassemble, or electronically transfer the Services to third parties;
- modify the source code, compiled application, or data structures in any way;
- reverse engineer, or permit others to reverse engineer, the source code, compiled application, or data structures;
- make derivative works of the source code, compiled application, or data structures;
- translate the source code, compiled application, or data structures into another computer language;
- permit multiple users to share a single user name to the Services; or
- copy, modify, transfer, or use the Services in a way that is not specifically mentioned by the Contract or the State’s Standard Terms and Conditions.

ii. Harmful or Illegal Use

To the extent permitted by applicable law, You are NOT ALLOWED to:

- permit multiple users to share a single user name to the Services;
- use the Services network to send unsolicited bulk electronic mail messages or other mail messages commonly known as spam;
- use pirated software, emulators, hacking, phishing, spoofing, or any other misuse of the Services;
- use or launch any automated system on the Services network which is not necessary for your use of the Services, including (without limitation) “robots” or “spiders.”

- use BitTorrents or related technology on the Services servers;
- use a false email return address to confuse other users;
- attempt to access other accounts or virtual machines that do not belong to You;
- undergo any act that interferes with the Services;
- circumvent security measures on the network or the Services;
- engage in illegal activities or engage in activities harmful to the operations of SA, the Services or other customers and users;
- use Services to collect or use any personally identifiable information (“PII”) including, without limitation, account names, email addresses, or other User Data (as defined in 5(a) below), other than as permitted by the Contract;
- send or store infringing, obscene, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or that violates any third-party IP or privacy rights; or
- provide false data on any of the Services, including fraudulent use of credit card numbers.

4. INTELLECTUAL PROPERTY RIGHTS

The content provided in the Services, except all User Data (as defined below), is owned by or is licensed to SA. This includes, but is not limited to the text, graphics, and interactive features created by and for SA (collectively, “SA Content”). This also includes trademarks, service marks, and logos contained in our Services (“SA Marks”), subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions. By accessing our Services, You are not granted a right or license to the SA Content or Marks other than to use them in connection with the Services provided under the Contract.

The SA Content and Marks displayed on our Services are provided for Contract use only. SA Content must not be used, manipulated, copied, reproduced, transmitted, distributed, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever. This includes any use, copying, or distribution of SA Content obtained through the Services for any commercial purpose other than a purpose permitted by the Contract.

5. USER DATA AND ACCOUNTS

a. User Data

SA does not own any data, information, or material that You submit to the Services (“User Data”). SA cannot be held responsible for the deletion, correction, destruction, or damage to any User Data which was the direct result of Your actions, or the actions of the State user or State Licensee. SA will never make use of User Data without prior approval from Agency.