

Attachment 2. Service Level Agreement

1. Overview

This Service Level Agreement (the “SLA”) describes the provision of Services. The Service Level Requirements (“SLRs”), attached hereto as **Attachment 2-1**, identify key performance measures that will be used to evaluate the Contractor’s delivery of the Services.

Service Level Reimbursements have been defined to encourage the consistent and timely delivery of Systems and Services and value to AOC and are intended to reimburse AOC for the value of diminished Systems and Services delivered and provide an incentive for the Contractor to achieve the stated SLR objectives. They are not intended to be penalties nor compensate AOC for damages; and are not the exclusive remedy for any failure to meet any SLR.

This document describes the following:

- SLR performance measures and reporting expectations;
- Process to change or establish new SLR performance measures and/or SLRs; and
- Circumstances under which the Contractor will be subject to reimbursement for failure to achieve SLR performance targets.

2. Definitions

2.1 Defined Terms

For those terms not otherwise defined in this SLA, such terms shall have the definitions set forth in **Exhibit 1** of the Master Services Agreement (the “Agreement”). Consistent with the Agreement, in the event of a conflict between the terms and conditions of this SLA and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Term	Definition
Authorized User	Means, unless otherwise indicated, all Clerks, Clerk’s staff, Judicial Officers, IT staff and any individual, system or entity authorized to access or use the Systems and Services provided by Contractor under the Agreement.
Defect	Any bug, error, malfunction, adverse data condition, or other performance interruption that causes the audio/visual system to fail to operate in conformance with Contractor’s then current publicized specifications, but that does not cause a complete application outage.
Defect Level 1	A Documented Defect that causes: (a) complete equipment and 1application failure or application unavailability (b) equipment or application failure or unavailability in one or more of Authorized Users’ locations or (c) systemic loss of multiple essential system functions.

Term	Definition
Defect Level 2	A Documented Defect that causes: (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.
Defect Level 3	A Level 1 Defect with an existing Circumvention Procedure, or a Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.
Defect Level 4	A documented Defect that causes failure of non-essential functionality or a cosmetic or other documented Defect that does not qualify as any other service level defect.
Documented Defect	A Defect submitted in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that the Contractor may reasonably request. Authorized User shall deliver such information to the Contractor concurrently with notification to the Contractor of a Defect. All reasonable efforts must be used to eliminate any non-application related issues prior to notification to the Contractor of such Defect, including, but not limited to, issues related to the network, user training, extensions produced by Authorized Users, and data problems not caused by the system.
Failure, SLA Failure, Critical SLR Failure	Means the failure to meet, achieve, or attain the designated performance target for a specified SLR or a Critical SLR for the applicable Measurement Period.
Problem	Means any material problem, including any (i) Security Incident, (ii) failure to deliver any Services, (iii) failure to deliver any Service Levels, (iv) situation that has negatively impacted or reasonably could negatively impact the maintenance of Clerk's Office internal controls or compliance with AOC's or Clerk's Office physical or information security, operations, and any policies, procedures, or services described in the Agreement, the Statement of Work or work authorization, or Applicable Laws; or (v) situation that has had or reasonably could have any adverse impact on the Services.
Scheduled Downtime	Means a planned outage of Services (in whole or in part) that is scheduled by Contractor with the Clerk's Office or AOC more than 48 hours in advance of the commencement of such outage.

2.2 Measurement Period

If the "Measurement Period" is designated as "monthly," it shall mean the period commencing 12:00 a.m. on the first day of each month and ending 12:00 a.m. on the first day of the following month; if the "Measurement Period" is designated as "quarterly," it shall mean the period commencing 12:00 a.m. on the first day of each quarter and ending 12:00

a.m. on the first day of the following quarter; and if the “Measurement Period” is designated as “annually”, it shall mean the period commencing 12:00 a.m. on the first day of each fiscal year and ending 12:00 a.m. on the first day of the following fiscal year.

2.3 Service Level Exceptions

In addition to Scheduled Downtime, the Contractor shall not be responsible for a failure to meet any SLR to the extent that such failure is directly caused by any of the following:

- Service outages and missed SLRs due to system components owned or controlled by AOC or a Clerk’s Office.
- Service outages and missed SLRs due to system components owned or controlled by third-party contractors and other than subcontractors engaged by Contractor. The Contractor will conduct a Root Cause Analysis to determine reasons for outages.
- Willful misconduct or violations of law by AOC or third-party contractors, other than subcontractors engaged by Contractor.
- Service or resource reductions requested or approved by AOC and agreed to by the parties through a Change Request; provided that, as part of such process, the Contractor has previously notified AOC in writing that the implementation of such Change Request would result in such failure to meet the SLR.

2.4 Changed Service Level Requirements

The parties may agree to add or otherwise make changes to the SLR. When setting a new SLR, the process to set the performance target for the new SLR will include the following steps (as ordered):

- By mutual agreement between AOC and the Contractor; or
- Engaging a third-party to identify a commercially common target and measurement calculation aligned with the Agreement.

At AOC’s request, the Contractor will provide to AOC the performance data recorded by the Contractor in connection with the Services for the purpose of informing AOC regarding the implementation of any such changes.

3. Service Level Monitoring and Measurement

The Contractor will continuously monitor the solution and the Services to identify, report, and correct SLR Failures and to ensure that the Contractor is meeting or exceeding the SLRs as required herein. The Contractor will notify AOC immediately upon Knowledge of an actual or anticipated SLR Failure. “Knowledge” means facts known by any Contractor personnel performing Services under the Agreement.

3.1 Measurement Reporting

The Contractor will provide reports to AOC regarding their compliance with the SLRs.

The Contractor will measure all data reasonably required by AOC to determine the Contractor’s performance of the measured Services against the applicable SLRs. Without limiting the foregoing, the Contractor will keep complete and accurate logs of all such data for no less than the duration of the Agreement.

The Contractor will provide AOC with performance monitoring reports in a Web-based dashboard format that depict the current conditions across the solution.

On or before the 10th calendar day of each calendar month or as otherwise requested by AOC, Contractor will deliver a performance measurement Report to AOC containing:

- For each measured SLR and with respect to the immediately preceding calendar month, all data relating to the provision of the Service during the applicable month;
- For each measured SLR during the immediately preceding calendar month, details of the Contractor's performance as measured against the SLRs for such Service during the applicable month;
- Details of any Scheduled Downtime which the Contractor believes has impacted the measured Services during the applicable month; and
- Any other information reasonably requested by AOC from time to time.

For any SLRs with a measurement period of longer than a month, the provision of the second item listed above shall apply for the calendar month on which the final date of the measurement period for such SLR falls.

Upon AOC's request, the Contractor will provide AOC data and details for measured SLRs in an AOC approved form and format containing:

- All data relating to the provision of the measured SLR during the applicable day;
- Details of the Contractor's performance as measured against the SLRs during the applicable day;
- Details of any measured SLRs that were supposed to be performed during the applicable day that were not fully performed as required; and
- Details of any measured SLRs that were supposed to have been performed during a previous day but were not fully performed as required on that day, and the status of such measured Services.

In generating data for dashboard reports provided by the Contractor, the Contractor will use, for each SLR, the measurement tools and methodologies needed to adequately measure each Service Level, or such other means as reasonably required by AOC to confirm the Contractor's compliance with the SLRs.

Contractor will also provide an online portal providing AOC with access to all the SLR data as described in this section.

4. Service Problem Analysis

4.1 Notification of Problems

If Contractor becomes aware of any Problem, Contractor will: (i) provide AOC with prompt notice of such Problem (no later than two (2) days after discovery); (ii) provide AOC with a complete description of the Problem, including its expected impact; and (iii) meet with AOC (no later than four (4) days after discovery) to formulate and implement an action plan to minimize or eliminate the impact of such Problem.

4.2 Corrective Action Plan

If either Party reasonably determines that a Problem has or is likely to occur, such Party shall promptly (no later than two (2) days) notify the other Party of such Problem (a "CAP

Notice"). Concurrent with delivery or receipt of such CAP Notice, as applicable, Contractor shall: (A)(i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon AOC's approval, correct the Problem as soon as practicable, (iii) continuously, and when requested by AOC, advise AOC of the progress and status of remedial efforts being undertaken with respect to such Problem, and (iv) demonstrate to AOC that all reasonable action has been taken to prevent a recurrence of the immediate failure; (B) promptly upon resolution of the Problem (and in any event, within five (5) days after resolution of the Problem) perform a Root Cause Analysis; (C) report to AOC on the nature and scope of the Problems identified; and (D) prepare a Corrective Action Plan to correct the source of the Problems and take all actions necessary to prevent recurrence. Contractor shall commit all additional resources necessary to resolve and prevent Problems under the Corrective Action Plan. Following delivery of a Corrective Action Plan and Acceptance of such Corrective Action Plan by AOC, Contractor shall, within the timeline set forth in the Corrective Action Plan, promptly correct the source of the Problems in accordance with the Corrective Action Plan, advise AOC of the progress of correction efforts at stages determined by AOC, and demonstrate to AOC that all reasonable action has been taken to prevent a recurrence of the failure.

4.3 Additional Remedies

If Contractor fails to identify and resolve any Problems within its control that may impede or delay the timely delivery of the activities of the Statement of Work, without prejudice to AOC's other rights and remedies under the Agreement or at law or equity, Contractor shall immediately provide, at its sole cost and expense, all such additional resources as are necessary to identify and resolve any such Problems that may impede or delay the delivery of the Implementation Services or the Services, as the case may be. In addition, without prejudice to AOC's other rights and remedies under the Agreement or at law or equity, AOC may equitably reduce the Charges in an amount reasonably estimated by AOC to account for the delayed or incomplete tasks in the Statement of Work or the Services that AOC is not receiving or did not receive.

5. Performance Reimbursement

Critical SLRs and Monitored SLRs set forth in this SLA identify key performance measures that will be used to evaluate the Contractor's delivery of the Services.

Contractor shall reimburse AOC for failure to achieve the SLR performance due to disruption of the solution and/or impact on critical business functions. Monitored SLRs are not subject to Service Level Reimbursements but are monitored against key performance indicators (KPIs) for continuous improvement purposes.

On a quarterly basis, AOC may unilaterally classify up to six (6) SLRs as Critical, and thus, subject those classified Critical SLRs to Service Level Reimbursements. AOC must give the Contractor sixty (60) days prior written notice before any new SLR(s) are designated to be Critical.

Regardless of SLR identification (Critical SLR or Monitored SLR), the Contractor shall perform a Root Cause Analysis in accordance with Section 4 of this SLA for any failure to attain an SLR. The Root Cause Analysis will include actions and target completion dates to prevent recurrence of the failure.

AOC expects continuous improvement in the Contractor's provision of the Services. New SLRs may be added to replace or augment existing SLRs with the objective of reflecting changing or new requirements and improvements. Where appropriate, AOC expects to review SLRs at

least each Contract Year and to adjust the SLRs to reflect continuous improvements in the Contractor's provision of the Services delivered. AOC and the Contractor acknowledge that Critical SLRs have been set to meet AOC's minimum business requirements, and subject to Service Level Reimbursements when a Critical SLR is missed as follows:

For each Critical SLR Failure during the same Measurement Period, an additional 5% of the monthly Charges will be reimbursed to AOC as Service Level Reimbursements within thirty (30) days of receipt of the applicable Report.

The maximum amount of Service Level Reimbursements in any Contract Year shall not exceed 18% of the Charges applicable to such Contract Year. If Contractor fails to achieve Critical SLRs eleven (11) or more times in any rolling six (6) month period, Contractor shall be deemed to be in default of the Agreement.