

**Appendix D
Vendor Service Level Agreement**

This Appendix defines a subscriber’s service expectation and provides a performance standard for the service provider as well as describing the service levels (individually, an “SLA” or collectively, the “SLA”) applicable to the vendor’s provision of (this software/application) pursuant to the Agreement executed by (the vendor) and Customer.

1. **Uptime % Availability.** “Availability” is measured using the following formula:

$$\text{Uptime \%} = \frac{\text{O}}{\text{M} - \text{P}} \times 100$$

O = Operational Uptime. # of minutes/month during normal business hours minus # of minutes of unplanned downtime

M= Minutes. # of minutes/month during normal business hours

P = Planned downtime. # of minutes/month of planned downtime during normal business hours

Downtime is the total minutes during which any of the Components listed below cannot be used by Customer to perform their tasks. This is calculated during business hours or the operation hours of when this application is being used. The vendor can not take into account when the office is closed, during holidays and weekends when the application is not in use.

2. **Performance SLA.**

- 2.1 **Uptime.** (The vendor) will deliver 99.99% of Uptime per month for Components of Service, which are those specific application features required for contact delivery included in and used by a Customer end-user (“End User”) with (this application) pursuant to the Agreement. If (the vendor) exceeds five (5) minutes (99.99% uptime) of Downtime in any given month, Customer may request a credit for such Downtime associated with a trouble ticket submitted by an End User. Upon such request and (the vendor’s) verification of the trouble ticket and the Downtime, (the vendor) will issue a credit to Customer. The application must be performing for its intended use.

Uptime	Credit
>99.99	None
99.90 – 99.98	15%
95.00 – 99.89	35%
<95.00	100%

- 2.2 **Components.** (The vendors application) components covered by this SLA include:

- Reporting
- Integrations
- Core system (the ability to deliver a contact) and
- User station/interface.

2.3 Credits.

2.3.1 For any complete component failure experienced by an End User on any given day which does not meet the 99.99% Uptime service level described above, upon request, (the vendor) will credit the Customer a percentage of the monthly recurring charges ("MRC") as outlined above. The maximum credit payable in any monthly billing period will not exceed one hundred percent (100%) of the aggregate MRC for all service billed to Customer in the month for which an SLA claim is made.

2.3.2 Downtime does not include any time during which any of the Components could not be used by Customer to perform their tasks due to the following:

- End User's equipment, software, facility, databases, or operator error;
- An interruption in End User's connection to the Internet;
- An interruption in End User's telephony or voice service, local or long distance;
- Maintenance of Component software;
- Force Majeure events as defined in the Agreement.

2.3.3 Requests for a credit must be submitted to (the vendor) within thirty (30) days following the date of the outage. (The vendor) considers a request submitted when (the vendor) receives from Customer an email requesting a refund and identifying:

- The Customer's name and business unit ID;
- Date(s) and approximate beginning/ending time of the outage for that specific month; and
- The system component(s) affected by the outage.

2.3.4 (The vendor) will provide the credit within ninety (90) days following the month in which Customer's credit request was received.

3. Maintenance.

3.1 The vendor will perform system administration duties as required to maintain service levels described below and to facilitate timely restoration of customers data and operations. If necessary, following unanticipated interruptions of the subscribed services, (the vendor) will implement network security measures to minimize the likelihood of unanticipated interruptions of the subscribed services. The vendor will ensure to provide the customer with no less than forty-eight (48) hours' notice prior to subscribed services unavailability due to unplanned maintenance (other than the vendor's standard maintenance window between the hours of 9:00 PM (21:00) Friday and 12:00 AM (12:00) Sunday Eastern Standard time. The vendor must ensure to provide as much notice as possible under the circumstances to provide updates and fixes which may be applied on a more urgent basis. (The vendor) will provide five (5) business days notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

4. Reporting/Auditng.

4.1 In support of the subscribed services, (the vendor) will provide the City of Pittsburgh with periodic reporting on their Service Provider's performance as compared to the defined Service Levels, including why the performance was lacking if it was; what the Service Provider intends to do about it and what remedy is due. For purposes of this Agreement periodic reporting shall mean <insert frequency>.

4.2 City of Pittsburgh will also require the ability to audit vendor's records to ensure that service levels were calculated properly.

5. Support.

5.1 In support of the subscribed services, (the vendor) will provide the customer with A) Telephone number to contact the customer service center, (the vendors) live technical support team who will be available from (am- pm) Monday to Friday (Standard time) B) One or more email addresses that will respond within an hour of receipt of email C) Provide an escalation path if A-B do not respond.

6. **Term/ Termination Rights/ Suspension Rights.**

61 The City of Pittsburgh has the ability to terminate the agreement for cause due to:

- Performance which materially disrupts the City of Pittsburgh's use of services
- Repeated breach of service levels
- Material breach of the agreement