

Exhibit 2 SERVICE LEVEL AGREEMENT

To Contract # _____

I. SERVICES AVAILABILITY

Subject to the terms of the Contract, the Services will be available for SaaS by Contractor 99.99% of the time, 24x7x365 ("**Services Availability**"). Contractor will monitor the Services three hundred sixty-five (365) days per year, seven (7) days per week and twenty-four (24) hours per day and shall take actions as noted herein to address service issues. The Services Availability percentage will be measured on a monthly basis according to the following formula: (i) the sum of (1) number of minutes in the month less (2) the total number of minutes of system downtime in the month, (ii) divided by the number of minutes in the month.

Scheduled Downtime. Contractor shall provide at least seven (7) day advance notice to the County of any anticipated Scheduled Downtime Periods for routine system maintenance to the Services. "Scheduled Downtime" means any scheduled Services unavailability as communicated to the County, which may include without limitation scheduled maintenance, upgrades of hardware or software, or upgrades to increase storage capacity. Scheduled Downtime is not included in the calculation of availability of the Services described above. Scheduled downtime should not occur during business hours, as defined by each agency to meet its business needs. Business hours will generally refer to Monday – Saturday, 6:00 a.m.- 6:00 p.m. Pacific Standard Time (PST), unless otherwise specified by the agency to support agencies that are 24/7/365 operations.

Outage. An Outage is defined as a period of time during which the Services fail to provide or perform its primary function to all or a large group of users, including being not available to King County, or it has been affected by a non-recoverable error, or the response time is so slow that it is not practical for the Services to be used. An Outage could also mean that Services contracted for between the Contractor and King County that are unavailable or not performing within acceptable performance thresholds as determined by the County.

The maximum duration of an Outage should not exceed twenty (20) minutes per event.

An Outage is considered resolved at the time that Contractor has finished investigating the problem and the County has provided written acceptance that the Services are operational again.

Failure to meet this objective shall make the County eligible for a service credit to be applied to County's following monthly invoice for Service. The length of the Outage is determined and calculated on a per-occurrence basis, commencing upon the Contractor's initial awareness of an Outage and ending when the Service has been restored.

Outage (monthly basis)	Amount of Credit
Less than 5 minutes	None
5 minutes to 10 minutes	3 days prorated
10 minutes to 15 minutes	5 days prorated
15 minutes to 20 minutes	6 days prorated

Outage (monthly basis)	Amount of Credit
20 minutes to 30 minutes	8 days prorated
30 minutes to 40 minutes	10 days prorated
40 minutes to 50 minutes	12 days prorated
50 minutes to 1 hour	14 days prorated
Each additional 10 minutes over 1 hour until reaching 2 hours	Add an additional 2 days
Each additional 10 minutes over 2 hours	Add an additional 4 days
For each individual outage over 20 minutes	Two times the amount listed above (One outage over 20 minutes results in two times the amount above; two outages over 20 minutes result in four times the amount above; three outages over 20 minutes result in six times the amount above.)

II. PROCESS FOR REPORTING AN OUTAGE

Contractor shall notify the County that an Outage has occurred as soon as Contractor detects an Outage through its automated monitoring systems or other means, but no later than two (2) business days from the first day of the Outage.

When the County believes that an Outage has occurred, County will make reasonable efforts to open a service request reporting such Outage to Contractor no later than the next business day after the County becomes aware that an Outage occurred, and the County will report the nature and time of the believed Outage to Contractor.

For the avoidance of any doubt, the County will be able to report its belief that an Outage may have occurred to Contractor twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year via the Contractor contacts specified in the Contractor's Escalation Contact Information below.

III. BEGINNING OF MEASUREMENT

The Parties will begin to measure Services Availability upon "**County Use**" of the Services as deemed by the County. County Use will be defined as the general availability of the Services to the County.

IV. ASSIGNMENT OF SEVERITY LEVEL AND RESOLUTION PROCESS

For purposes of this Exhibit, "**Severity Level**" will be defined as the service impact category assigned by the County to any significant loss of SaaS Services capability ("**Incident**") that is not within allowed maintenance window, Exclusions or Disclaimed Problems or is outside of County's Span of Control. Severity Levels shall be determined by the County and will be categorized from Severity Level 1 through Severity Level 4. The Parties will follow the procedures set forth below for Severity Level 1 through Severity Level 4 Incidents:

- a. County contacts Contractor using means of communication designated by Contractor;
- b. Contractor engages County in first level support response, requesting a status and information concerning the Incident;

- c. A support ticket is originated based on the initial Severity Level assessment– a ticket number is given to County contact;
- d. Preliminary troubleshooting and resolution are handled by a Contractor service specialist;
- e. Contractor applications analyst or applicable operations personnel are contacted (if necessary);
- f. If immediate resolution is not available, County contact is given a call back time;
- g. If the Incident is a direct application issue, the Incident is escalated to Contractor's Application Engineering team; and
- h. Calls are returned to County within guidelines specified in table below, including updates as to current status.

Listed below are the Severity Levels and corresponding guidelines for the Services.

Severity Level	Guidelines for Incident Levels	Resolution Time	Follow-Up With County
Severity Level 1	<p>County will be deemed to have experienced a Severity Level 1 Incident if County experiences the following conditions caused by items within Contractor's span of control:</p> <p>An unplanned fifty percent (50%) to complete loss of SaaS Services capability attributable to the Services.</p> <p>An Incident will begin either when the loss of capability for the Services begins or when the situation becomes known to Contractor or is either automatically or manually reported to Contractor, which-ever occurs earlier, and will continue until such time as the Services are restored as determined by the County.</p>	Two (2) hours	Contractor will contact the County within fifteen (15) minutes of notification of a Severity Level 1 Incident by County. Thereafter, updates will be provided promptly after new information about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem report detailing issues that caused the Incident. This report will be issued within five (5) days of resolution.
Severity Level 2	<p>County will be deemed to have experienced a Severity Level 2 Incident if County experiences the following conditions caused by items within Contractor's span of control:</p> <ul style="list-style-type: none"> • An unplanned Incident causing a twenty-five percent (25%) to fifty percent (50%) loss of SaaS Services by the Services; or • Recent modifications to the system cause the Services to operate in a way that is materially different from those described in the either the Contract or in the Documentation. 	Six (6) hours	Contractor will use commercially reasonable efforts to make first contact with County within fifteen (15) minutes of notification of a Severity Level 2 Incident by County. Thereafter, updates will be provided promptly, but no later than three (3) business days after new information about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem report detailing issues that caused

Severity Level	Guidelines for Incident Levels	Resolution Time	Follow-Up With County
			the Incident. This report will be issued within six (6) days of resolution.
Severity Level 3	<p>County will be deemed to have experienced a Severity Level 3 Incident if County experiences the following conditions due to items within Contractor's Span of Control:</p> <ul style="list-style-type: none"> • An unplanned incident causing up to a twenty-five percent (25%) loss of SaaS Services by the Services; or • Recent modifications to the system cause the Services to operate in a way that is materially different from those described in the Contract or in the Documentation for non-essential features. 	Twenty-four (24) hours	Contractor will use commercially reasonable efforts to make first contact with County within fifteen (15) minutes of notification of a Severity Level 3 Incident by County. Thereafter, updates will be provided promptly after new information about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem report detailing issues that caused the Incident. This report will be issued within seven (7) days of resolution.
Severity Level 4	Severity Level 4 Incidents are issues that do not affect the operation of the Services and are comprised of "informational" messages (e.g. scheduled maintenance).	One-hundred twenty hours (120)	For Severity Level 4 Incidents, Contractor will use commercially reasonable efforts to make first contact with County seventy-two (72) hours prior to maintenance. Activity will be followed by a post-mortem report detailing the accomplishments.

V. EXCLUSIONS

Contractor's support obligations pursuant to this Exhibit do not include training for County in the use, management or administration of the Services, the client implementation or any other products or services or management of County's day-to-day operational issues such as: (i) software and system configuration, (ii) monitoring and maintaining its hardware, network and third party software; and (iii) performing necessary backups.

In addition, Contractor shall not be obligated to fix any problem with the Services under any of the following circumstances:

- County has used the Services other than for the purposes allowed in this Contract;
- County has altered, damaged or modified the Services or incorporated it into other software, in a manner not approved by Contractor; or

- c. The problem was caused by County's or a third party's software or equipment other than as specified in this Contract or the Documentation.

The Parties may enter into a Contract Amendment authorizing Contractor to provide additional services at an agreed upon price.

VI. DISCLAIMED PROBLEMS

"Disclaimed Problems" shall mean any Service interruptions, degradation or problems that are the result of:

- a. Scheduled service maintenance, updating, alteration, or implementation of which County has been provided seven (7) calendar days of advance notification and has been approved by the County;
- b. The failure of power or equipment at the premises of County or End User;

VII. ESCALATION CONTACT INFORMATION

County acknowledges and agrees that the 1st Level Escalation is always the first point of contact for reporting Incidents. The Contractor staff answering that line will escalate issues internally as appropriate.

Severity 3+ Notification/Escalation Contact Information

Contact Person	Contractor Contact Information
1st escalation contact:	Phone: Email:
2nd escalation contact:	Phone: Email:
3rd escalation contact:	Phone: Mobile: Email:

Severity 1, 2 Notification/Escalation Contact Information

Contact Person	Contractor Contact Information
1st escalation contact:	Phone: Email:
2nd escalation contact:	Phone: Email:
3rd escalation contact:	Phone: Email:

VIII. GENERAL NETWORK METRICS.

Contractor will measure latency, packet loss, jitter and network availability with active monitoring systems that gather performance statistics on a regular basis using IP-based round trip measurements. These measurements shall be performed on an ongoing basis to adequately determine a consistent average performance level for all of Contractor's traffic. The sampling rate for performance measurement is no greater than every five (5) minutes.

Network Availability is a derived, percentage-based measurement that is based on the number of one-hour periods of 100% packet loss within a calendar month. These service level thresholds are based on the average monthly network availability, latency, jitter and packet loss.

Metric	Performance Objective	Amount of Credit
Packet Loss	Less than 0.3%	1 day prorated
Latency	Will not exceed 45 milliseconds	1 day prorated
Jitter	Will not exceed 0.5 milliseconds	1 day prorated

IX. CREDIT

During the Term of the Contract, Contractor shall provide the following:

- a. Reporting Process. County may inform Contractor in writing or by email within thirty (30) business days of the time it first believes that it is eligible to receive the credits set forth below; however it is not required to request the credit. If a dispute arises, County shall make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information.
- b. Remedy. In any given month, County shall be entitled to receive more than 100% of its monthly fee for the SaaS Services. For the avoidance of doubt, if multiple credits apply in any given month then County will be entitled to receive the sum of all credits that apply.
 1. The credits shall be automatically processed by the Contractor, and are credited to the following County invoice.
 2. If the County believes that Contractor has not applied a credit correctly, County will notify Contractor and such credit will be applied the following County invoice.

X. REMEDY

This Performance Requirement and Service Level Agreement shall not preclude the County from declaring a material breach and seeking all available remedies by law or by Contract.