

# Service Level Agreement

## Service Level & CMS License Agreement

### 1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between DuPage County, Illinois (known in this agreement as *Client*) and *Revize LLC.*, for support services to be provided by *Revize LLC.* to *Client* and, thereby ensuring a timely and efficient support service is available to *Client* end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

### 1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between Revize LLC. and Client to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that Client achieves the provision of a high quality of service for end users with the full support of Revize LLC.
4. To define the commencement of the agreement, its initial term and the provision for reviews
5. To define in detail the service to be delivered by Revize LLC. and the level of service which can be expected by Client, thereby reducing the risk of misunderstandings
6. To detail via a question list, information Revize LLC. requires Client to extract from end users prior to Revize LLC. involvement
7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

### **1.3 Period of Agreement**

This agreement will commence on the date specified in this following the acceptance by both parties and will continue until terminated.

Either party hereto may terminate this Contract upon giving sixty (60) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the *Client* without cause upon sixty (60) days' written notice to *Revize LLC*. In the event of such a termination without cause, the *Client* shall pay *Revize LLC* for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, *Revize LLC* shall promptly submit to the *Client* its invoice for final payment.

### **1.4 Review Procedure**

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *Client* and *Revize LLC*. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

### **1.5 Representatives**

*Client* and *Revize LLC* nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

**Client:** Debra Deacy - Web Service Manager  
Phone: 630-407-5009

**Revize:** Joseph Nagrant - VP Business Development  
Phone: 248-269-9263

## 1.6 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *Client* and Revize LLC. **This is in reference to the agreed upon 99.99% detailed in item 2.5 of this agreement.** In the event of a discrepancy between actual and targeted service levels both *Client* and Revize LLC. are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by *Client*. If *Client* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Revize in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

## 2. Client Responsibilities

### 2.1 Functional Overview

The purpose of this section is to detail the *Client* responsibilities for the referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *Client's* contracted services with *Revize LLC*. This includes the following specific responsibilities:

- Provision of a main point of contact during *Client* business hours.
- Extracting information from end users as per *Revize LLC*. specified list of questions (detailed in section 4)
- Timely referral of faults to *Revize LLC*. as per method detailed in section 4
- Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

### 2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the client as per Section 2.3 of this document. The support level refers to the *Client* guide for support available as illustrated in Section 2.3 of this document. *Client* agrees and understands that, in rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the *Client* or *Revize* customers, natural disasters, acts of god, etc.

**Table 2.2 Response Priority Table**

	<b>Crisis</b>	<b>Urgent</b>	<b>Critical</b>	<b>Normal</b>	<b>Request For Service</b>
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

## 2.3 Client Guide for Support (Report Method Details) – Fault Matrix

### **Crisis:**

- Crisis issues are issues that render the website completely inoperable. In these situations, please contact Revize Technical Support immediately by phone at 248-269-9263.
- Example(s) include: Entire website not accessible from multiple devices/browsers

### **Urgent:**

- Urgent issues are issues that cause significant disruption to website availability or accuracy and may be time-sensitive. These requests should be submitted via phone or through the Revize Support Portal at [www.support.revize.com](http://www.support.revize.com)
- Example(s) include: A major portion of the website not accessible, Unapproved or incorrect information appearing on the live site, Time-sensitive content not displaying as expected

### **Critical:**

- Critical issues prevent the use of a core system function. These requests should be submitted through the Revize Support Portal. [www.support.revize.com](http://www.support.revize.com)
- Example(s) include: CMS publishing failures, Live content not displaying correctly, Performance concerns impacting usability

### **Normal:**

- Normal issues impact limited functionality or usability but do not prevent overall system operation. These requests should be submitted through the Revize Support Portal. [www.support.revize.com](http://www.support.revize.com)
- Example(s) include: Login issues, Image resizing or formatting assistance, General site irregularities

## 2.3 Client Guide for Support (Report Method Details) – Fault Matrix (Continued)

### **Request for Service:**

Requests for Service are enhancement or modification requests that go beyond routine support and assistance. Revize approaches these requests with the goal of providing meaningful help without “nickel and diming” clients.

Your annual maintenance agreement includes Requests for Service that are reasonable in scope and aligned with the existing platform, design system, and accessibility standards. Examples may include minor design adjustments, graphics, icons, page types, or limited feature enhancements.

Revize reserves the right to evaluate Requests for Service based on:

- Scope and complexity
- Platform compatibility and ADA compliance
- Current workload and availability

If a request falls outside what can reasonably be included, Revize will notify client in advance and may:

- Propose alternative solutions at no cost, or
- Provide a quote for the additional work before proceeding

No billable work will be performed without client approval.

All Requests for Service should be submitted through the Revize Support Portal at [www.support.revize.com](http://www.support.revize.com)

## **2.4 Priority Level Response/Resolution Times**

Table 2.2 shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *Client* and *Revize LLC.*

The indicated response time represents the maximum delay between a fault/request being reported to the *Revize LLC.* and a *Revize LLC.* representative contacting the *Client* by telephone or through the customer portal. The purpose of this contact is to notify the client of the receipt of the fault/request from *Client* and provide the client with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the client, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived “quick fix” to take multiple working days, or a perceived long term request to be completed in a matter of hours. When possible, *Revize* will provide an estimated time of resolution upon initial report from the client. If, after further investigation, *Revize* determines the expected time to significantly change, *Revize* will contact the client to discuss the details and new suspected time frame

## **2.5 Website Application Availability Monitoring**

Website application availability monitoring will be performed by *Client* using software of their choice. If *Client* suspects that website availability fails to meet the agreed upon threshold of 99.99% in any one month, they agree to immediately open a support ticket in the customer portal to notify *Revize LLC.* of the issue.

Upon resolution of downtime issue, if *Client* suspects the 99.99% was not met, *Client* agrees to provide information to *Revize LLC.* which includes SCOM report and a written narrative describing any details of the perceived downtime issue. Upon *Revize LLC.* review and concurring thereof *Revize LLC.* customer will be eligible for a credit equal to the monthly portion of annual services fee as set forth in table 2.5 below. This credit would be applied to the next invoice due. The credit will not be provided if support ticket was not opened or for issues caused by *Client.*

## 2.5 Website Application Availability Credit Table

Table 2.5 – Website Application Availability Credit Table Website Application Availability %		Credit % for Monthly Portion of Annual Services Fee
From	To	
99.99%	99.50%	0%
99.49%	99.00%	10%
98.99%	95.00%	15%
94.49%	90.00%	50%
Less than 90.00%		100%

## **Revize LLC. Responsibilities**

### **3.1 Functional Overview**

*Revize LLC.* is a provider of computing software maintenance service and support to the *Client*.

### **3.2 Hours of Operation**

A *Revize LLC.* representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by *Client*. The Revize Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Revize does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, *Revize LLC.* does reserve the right to respond to requests outside of these hours.

### **3.3 Response Times**

The *Revize LLC.* will accept the priority assigned to a fault by *Client*, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

### **3.4 Service Level Targets**

The *Revize LLC.* will respond within the time specified by the priority allocation. *Client* will issue reports as and when required to the *Revize LLC.* Support staff for the purpose of gauging *Revize LLC.* performance.

### **3.5 Website Application Availability**

The *Revize LLC.* agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that *Revize LLC.* will perform routine maintenance during non-peak hours as necessary that is not factored in as part of the availability threshold. Non-peak hours are from 2:00A.M. to 6:00A.M. Eastern Standard Time. Client may request other updates/features that necessitate downtime as well. *Revize LLC.* will notify client when expected downtime is greater than 15 minutes.

## 4.Supported Products/Applications/Systems

### 4.1 Software Support Services

Revize LLC. is a provider of computing software maintenance service and support to the *Client*.

#### Software Products Supported

- Revize CMS
- Hosted Website
- Source Files
- All Included Revize Web Applications

Contact Details:		
	Live Phone Support:	248-269-9263
	Customer Portal:	<a href="http://www.support.revize.com">www.support.revize.com</a>
	Email (Unofficial Channel):	<a href="mailto:Support@revize.com">Support@revize.com</a>

#### Priority Assignment Criteria:

As assigned by the *Client* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone, email, or support portal response by *Revize LLC.*, as described in Section 2.4 of this document, to the client as detailed on the *Client* Fault Report Form.

#### Method of Fault Referral:

- Customer Portal transmission of *Client* Fault Report Form by *Client* staff to *Revize LLC.* At [support.revize.com](http://support.revize.com)
- Telephone contact by *Client* operator.

#### **4.2 Information to be provided by Client for Timely Response:**

- Complete description of issue
- Time estimate of when client started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable)
- Screenshot of this issue (optional)

#### **Method of Return of Resolved Faults**

Immediately following actual resolution of each individual fault/request a *Revize LLC.* representative will notify *Client* by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution *Revize LLC.* will provide *Client* with details of resolution.

#### **Other Details:**

*Revize LLC.* maintains a real-time project support portal where fault issues can be reported by the *Client*. This portal can be found at [support.revize.com](http://support.revize.com) where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by *Revize*.

Although each issue is updated when key objectives are met, *Client* may request an update at any time. When *Client* has issues outstanding in this portal, they will check in at least once per week to answer any follow up questions from *Revize*. If there are no outstanding issues this is not required. For a general update request, *Client* will make request notating each outstanding fault they would like an update on. *Revize* will respond with details of current status and return the report to *Client* within 72 hours of receipt of the report.

## **5.Revize CMS License**

### **5.1 Enterprise Revize CMS License**

As part of this Agreement, Revize LLC (“Revize”) grants CLIENT a limited, non-exclusive, non-transferable license to access and use the Enterprise Revize CMS software (“Software”), hosted on Revize’s cloud servers, solely for the purpose of maintaining the website(s) identified in this Agreement. The Software is proprietary to Revize and remains the sole property of Revize.

CLIENT may terminate this Agreement by providing at least sixty (60) days written notice prior to the applicable annual renewal date. All fees incurred or scheduled through the effective termination date remain due and payable. Early termination does not relieve CLIENT of payment obligations for services already rendered.

CLIENT may not sublicense, share, or otherwise provide access to the Software to any third party not expressly authorized under this Agreement.

During the term of this Agreement and while CLIENT remains current on all payment obligations, Revize will host, maintain, and provide updates to the Software as part of the applicable annual subscription.

Upon termination or expiration of this Agreement for any reason, CLIENT’s access to the Software will be discontinued. Upon written request and provided all amounts due under this Agreement have been paid in full, Revize will export and deliver the content within 30 days in the original file formats, or a conforming industry standard alternative, for all content and media assets. The export will include all site content and will be delivered via a secure storage device or secure FTP process.

Notice of termination must be in writing and delivered to the non-terminating party in accordance with the notice provisions of this Agreement.