

## City of Commerce

## ServicePlus++

### Operational Support Services Contract for Accela Automation

**Deliver to:**

City of Commerce

Attn:

2535 Commerce Way, City of Commerce, California 90040

**Response Contact:**

Darrel Drab

Avocette Technologies Inc.

Phone: (250) 389-2993 (X229)

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Head Office: 2<sup>nd</sup> Floor – 422 Sixth Ave. New Westminster, BC V3L 3B2  
Phone: (604) 395-6000  
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Toll Free: 1-866-285-8885

GST # 889977195-RT0001

## Service + Vendor Services Agreement

Between **Avocette Technologies Inc.** (the  
VENDOR)  
at the following address:

2<sup>nd</sup> Floor – 422 Sixth Ave.  
New Westminster, BC  
V3L 3B2  
Phone: 604 395 6000  
Phone Toll Free: 1 866 285 8885

**City of Commerce**  
(the CLIENT)  
at the following address:

2535 Commerce Way  
City of Commerce, California, 90040  
Phone: (323) 722-4805

**CLIENT** AND THE VENDOR AGREE TO THE TERMS OF THIS DOCUMENT AND IN THE SCHEDULE  
OUTLINE BELOW.

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### **SCHEDULE A – SERVICES:**

ServicePLUS++ As and When Service - Provide support and consulting services in support of the Client's  
Accela Automation system,  
As Per Attached Schedule A.

Term: From **July 1, 2019**  
To and including: **June 30, 2020**

READ TERMS ON THE FOLLOWING PAGES

## TERMS OF CONTRACT

### **VENDOR'S OBLIGATIONS**

1. The VENDOR will:
  - a) notwithstanding the date of execution and delivery of this agreement, provide the services (The "Services") during the term (The "Term") at the contract price established in Schedule "A" in accordance with this agreement;
  - b) supply all labour resources necessary to provide the Service outlined in Schedule "A";
  - c) upon request of CLIENT, fully inform CLIENT of the work done by the VENDOR nominee in connection with the provision of the Services and permit CLIENT at all reasonable times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material (collectively called the "Material") whether complete or otherwise that have been produced received or acquired by the VENDOR nominee as a result of this agreement;
  - d) ensure that the VENDOR complies with the CLIENT's request that all time spent must be detailed in the ServicePLUS++ IT Service Management System along with a descriptor of the work carried out on a daily basis;
  - e) comply with all applicable municipal, provincial/State and federal laws;
  - f) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services;

- g) at all times treat as confidential all information or material supplied to or obtained by the VENDOR and its nominees as a result of this agreement and will not permit the publication, release or disclosure of the same without the prior written consent of CLIENT;
- h) be an independent Contractor and not be the servant, employee or agent of CLIENT
- i) ensure that all persons employed by it in connection with the provision of the Services are competent to perform them, adequately trained, fully instructed and supervised;
- j) ensure that all personnel hired by the VENDOR to provide the Services will be the employees or subcontractors of the VENDOR and not of CLIENT.

## **CLIENT OBLIGATIONS**

### **2. CLIENT will:**

- a) make available to the VENDOR all available information considered by CLIENT to be pertinent to the Services;
- b) make available to the VENDOR such staff and subject matter experts for consultation as required to ensure the VENDOR can meet their obligation to the CLIENT;
- c) ensure that the Client Point-of-Contact is available to review and approve the completion of incident resolution in a timely manner;
- d) ensure that the Client Contract Manager is available to approve such Service Requests as may be necessary for the VENDOR to fulfill its obligations under the contract;
- e) ensure that staff are available to review and approve Service Requests in a timely manner;

## **THE CONTRACT PRICE and PAYMENT TERMS**

### **3. Contract Price and Payment Terms**

- a) Subject to the terms of this agreement the VENDOR will invoice the CLIENT for approved services as outlined in Schedule "A". Fees will be calculated on the "Additional Hourly Service Request rate" on an hourly basis as outlined in Schedule "A";
- b) The VENDOR will submit written statements of account to CLIENT commencing no sooner than the date set out in Schedule "A" as the "Billing Date" and thereafter as Specified in Schedule "A";
- c) All pricing is in the currency of the CLIENT;
- d) Preapproved expenses for travel and living if required will be invoiced at cost;
- e) All invoices are payable net 30 days.

## **TERMINATION**

- 4. In the event of a substantial failure of a party to comply with the provisions of this agreement, it may be terminated by the other party on ten (10) days written notice.
- 5. CLIENT may, in its sole discretion, terminate this agreement on 10 days written notice and the payment of funds required to be made pursuant to Section 8, will discharge CLIENT of all its liability to the VENDOR under this agreement.
- 6. Where this agreement is terminated before 100% completion of the Services, CLIENT will, subject to Section 7, pay to the VENDOR that portion of the Contract Price which is equal to the portion of the Services completed.

## **NON HIRE**

- 7. Agree that during the term of this Agreement, and for the non-solicitation period of six months thereafter, shall not, without the prior written consent of VENDOR, induce or attempt to influence, directly or indirectly, an employee or subcontractor of VENDOR to leave the employ of VENDOR;

**GENERAL**

8. This agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
9. Time will be of the essence of this agreement.
10. Any notice required to be given hereunder will be delivered by hand or mailed by prepaid registered mail to the address on this agreement or at such other address as either party may from time to time designate by notice in writing to the other, and any such notice mailed will be deemed to be received 48 hours after mailing.
11. This agreement will be binding upon CLIENT and its assigns and the VENDOR, its successors and permitted assigns.
12. A waiver of any provision or breach by the VENDOR of this agreement will be effective only if it is in writing and signed by CLIENT and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this agreement.
13. All materials provided to the VENDOR are to be treated confidentially.
14. The copyright for independent work produced prior to the start of this project and brought into this project remains exclusively the copyright of the producing party, all other copyright in the Material will belong to CLIENT.
15. The Schedules form an integral part of this agreement.
16. No amendment or modification to this agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
17. This agreement, and any amendment made pursuant to Section 18, constitute the entire agreement between the parties.
18. Sections 1(b), (c), and (e) of this Agreement will notwithstanding the expiration or earlier determination of the Term, remain and continue in full force and effect.

**SIGNATURES****Avocette Technologies Inc.****City of Commerce****Name:****Name:**

Signed:

Signed:

Title:

Title:

Date:

Date:

## Schedule “A”

**ServicePlus++ level of Service** selected (AS AND WHEN, BASIC, ADVANCED, HIGH AVAILABILITY): **AS AND WHEN**

**Hourly Service Requests** rate: \$125.00/Hour

### 1 ServicePlus++™ AS AND WHEN Service

Avocette’s ServicePlus++ AS AND WHEN service provides defined on-going support services aimed at maintaining a stable Accela environment.

ServicePlus++ AS AND WHEN Service Desk hours: 9:00 – 17:00 PST Monday to Friday exclusive of Statutory Holidays

#### 1.1 Service Levels

The following service levels are included with ServicePlus++ AS AND WHEN service in order to achieve the level of support required for CLIENT’s Accela environment.

Service levels are divided into five priority levels and are monitored and measured against the service level commitment as shown below. Avocette uses the following definitions to measure service levels:

- **Acknowledge Request** is an email from an Avocette representative that confirms that the request has been received and a ticket number has been assigned in our service request management system (defined in section 2.1);
- **Incident Resolution Time** is the time from when the incident is reported to the time a work around or temporary solution has been implemented to address the specific incident;
- **Incident Closure** is the time from when the incident was reported to the time to hand over for production deployment with a permanent correction for the incident. If the incident closure requires an Accela fix, the Incident Closure times will not apply and will require direct participation of Accela which Avocette will assist with.

**ServicePlus++<sup>™</sup> AS AND WHEN service levels**

Priority	Definition	Acknowledgment	Resolution Time	Closure
Priority 1	<p>Service Disruption for <b>major</b> applications/systems and/or has <b>major</b> impact on business operations and/or impacts external customers</p> <p>Guideline – has significant business impact.</p> <p>Exclusive of CLIENT network or system issues not covered.</p> <p>Exclusive of external disaster or disruption.</p>	<p>&lt; 1 Hour</p> <p>Phone call Acknowledgement is required</p>	<p>&lt; 4 Hours</p> <p>Phone call to Accela Customer Support Center every 60 minutes with updates (if required)</p>	< 3 Business days
Priority 2	<p><b>Partial</b> service disruption for major application/system and/or service disruption for minor system and/or has <b>moderate</b> impact on business operations</p> <p>Guideline – affects business operation for at least one department.</p>	< 2 Hour	< 4 Hours	< 5 Business days
Priority 3	<p><b>Minor</b> service disruption impacting 1-2 users significantly and/or has <b>minimal</b> impact on business operations. Does not affect service delivery to external clients.</p> <p><u>Service Request</u> may be raised for incident remediation and resolution (refer section 2.1 for Service Request process).</p>	< 1 Business day		
Priority 4	<p><b>Minor</b> Service disruption with <b>insignificant</b> or <b>no impact</b> on business operations</p> <p>Workaround available</p> <p>Guideline – Affects &lt; 5 people</p> <p><u>Service Request</u> may be raised for incident remediation and resolution (refer section 2.1 for Service Request process).</p>	< 1 Business day		

Priority	Definition	Acknowledgment	Resolution Time	Closure
Priority 5	Causes <b>no</b> service disruption with <b>no</b> impact on business operations and does impact service deliver to clients. Additional work needed to perform some functions.  <u>Service Request</u> may be raised for incident remediation and resolution (refer section 2.1 for Service Request process).	< 5 Business days		

Priority 3, 4 and 5 Service Levels are dependant on Avocette resource availability.

The following are required in order for Avocette to meet the above service levels:

CLIENT will provide all required subscription, software and/or hardware licenses required to support the application.

The support team will not be on-site at CLIENT's location and Avocette's support team will be able to access the CLIENT network remotely using an SSTP VPN connection to access the necessary application environments.

## 1.2 Service Level Reporting (optional for As and When)

Service level reporting is a key means of communication between CLIENT and Avocette. It is a forum to discuss the performance with respect to service levels, the accomplishments and challenges, and to have open honest dialog about the service delivery and relationship. It also allows potential risks to be discussed and addressed proactively. Service level reporting is provided through the Avocette service manager and as agreed to by the CLIENT. Service level meetings are recommended to review the report and to have dialog around the service delivery and support relationship.

### 1.2.1 Service Level Meetings

The following service level meetings are optional under AS AND WHEN service but Avocette recommends that they be conducted:

- Weekly Prioritization meeting to review and rank **incidents** in priority.
- Monthly Planning meeting to assess **service request** planning, status, priority and actions.
- Annual Service Delivery review meeting to review the previous year and determine what adjustments are required for the next year.

Attendees will include at least:

- Avocette Service Delivery Manager
- CLIENT Contract Manager

**Note: Actual time spent conducting and documenting service level meetings will be charged at the contract rate.**

**Note: Avocette Weekly, Monthly, Quarterly and Annual meetings will occur via conference call unless otherwise requested.**

### 1.2.2 Service Level Report for AS AND WHEN service

The service level report is prepared weekly and monthly and will include the following information:

An itemized list of all active requests/incidents annotated by Avocette ticket number in the current month and previous month.

Hourly usage for each ticket in the current month, the previous month and overall.

The status of each ticket as of the end of the period as well as any information that will assist both CLIENT and VENDOR in resolving the ticket.

## 2 Service Delivery

Service delivery is oriented around two specific processes:

- 1) Incident Management
  - a. The handling of Break Fix situations. In CLIENT terminology this is the 'support' type of requests that involve software fixes.
  - b. In the event of a Priority 1 or 2 incident, Avocette resources will be required to attend the Incident Report Meeting that will be scheduled by CLIENT within 48 hours of the incident.
- 2) Service Request Management
  - a. The handling of any request that is not expected to result in a software fix. This includes Maintenance, Enhancement and Operational (non-software related) requests. See section 5 for a list of optional services available.

The following sections will outline all the elements involved in Service Delivery and also walk through the expected workflow for both Incident Management and Request Management.



## 2.1 Service Request Management

Avocette uses a Service Management system to record and track all incidents and service requests under this contract. Once submitted, service request management application is used to support incidents and requests, assign tasks to internal team members and track time spent on specific requests. The features offered are:

- Application Change Management by logging and tracking requests, bugs, and enhancements by application and client
- Automatic email notifications within Avocette Systems for: new incidents; closed incidents; Escalations; Priority changes; Remediation, Resolution or Recovery; and Task Assignments
- Cross-referencing of incident reports
- Time recording for activities and reporting on effort
- Root Cause capture
- Control of user access to ensure security and privacy

The service request management application is configured for each client and can be modified to accommodate business related requirements for reporting. CLIENT will be defined along with the details necessary to provide the reporting and incident management required to meet CLIENT Service Level reporting needs.

## 2.2 Incident Management

The incident management process occurs when CLIENT has a request to fix a production problem with your Accela environment.

The goal of incident management is to:

- Maintain service level objectives; and
- Return to the normal service level as soon as possible with the smallest impact on the business and user.

The process is triggered when the authorized CLIENT individual or group makes the request through:

- Entry into the Cherwell Service Request Management System
- E-mail to Avocette (for non-emergency items only)
- Phone call to Avocette (for emergency and high priority issues, phone is mandatory)

### 2.2.1 Incident Management Process

The following describes how Avocette will respond to an incident request. This process can be reviewed and adjusted if necessary to meet CLIENT's specific needs. As noted previously, some incident may require an Accela fix and in those cases Avocette will support the reporting and communication with Accela.

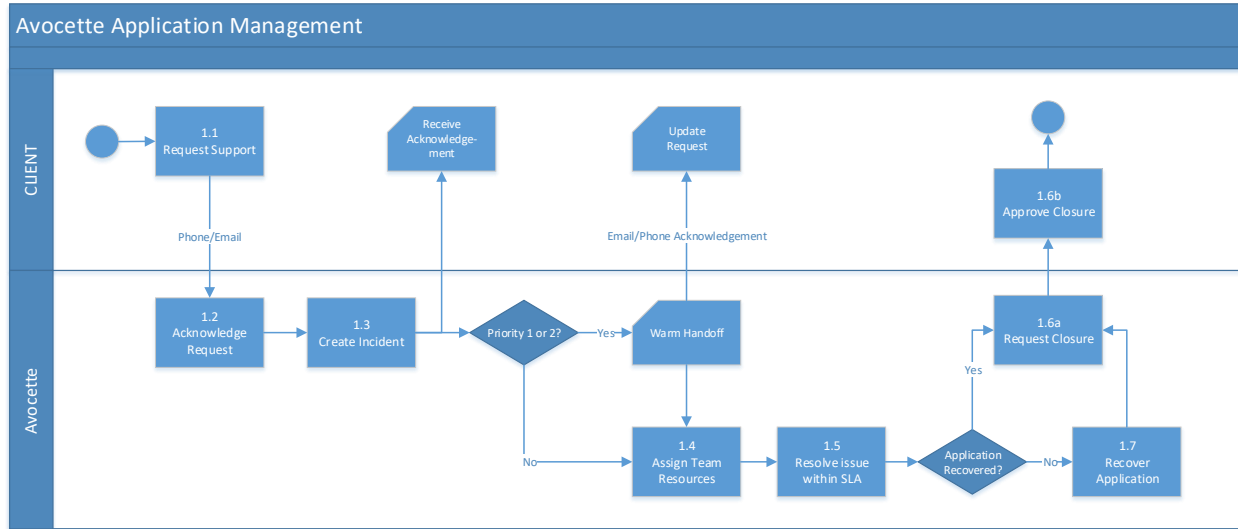


Figure 1: Procedure for Incident Management.

Task #	Task	Actor(s)
1.1	The CLIENT point-of-contact or Customer Service Center contacts the Avocette Service Desk via toll-free telephone number or email address.	CLIENT application point-of-contact
1.2	All contacts are acknowledged upon receipt. Acknowledgement can be through email or by phone. In the event an incident is submitted which in the judgement of the service desk should be a level 1 or 2 incident the service desk will acknowledge by phone and recommend an upgrade of the incident priority.	Avocette Service Desk
1.3	Avocette Service Desk creates a ticket for the request, assigning the request to Avocette's primary support person and Service Delivery Manager. Automatic email notifications are generated and sent to the Avocette Service Manager.	Avocette Service Desk
1.4	If the request is a priority 1 or 2, the Avocette Service Desk speaks to the support resource and Service Delivery Manager directly to ensure the request is received in a timely manner (i.e., warm handover). CLIENT and Avocette's managers are informed of priority 1 and priority 2 requests. The Service Delivery Manager liaises with the primary resource to coordinate a solution, and may approach service manager to assign additional support team resources to recover and resolve the issue.	Avocette Support Team
1.5	The support team works to recover the issue within the service levels. This may involve working directly with CLIENT staff to provide access to data, database logs, performance data, etc., in order to resolve the incident. The support team promotes the fix to the CLIENT environment and completes the necessary requests to migrate to production.	Avocette Support Team
1.6a	If resolution of the issue provides recovery of the application, the Service Delivery Manager will seek approval from CLIENT to close the request.	CLIENT point-of-contact

Task #	Task	Actor(s)
1.7	If resolution of the issue does not also provide recovery of the application, the support team will work to complete the long-term solution to the issue.	Avocette Application Support Team
1.6b	Avocette obtains approval from the CLIENT point-of-contact to close the request. The incident is only considered closed once it is successfully deployed to production and verified as being resolved by the CLIENT point-of-contact.	CLIENT point-of-contact

## 2.3 Request Management

Avocette's request management services support the management of service requests. This includes requests for maintenance, enhancements or other operational (non-software) requests. The goal of Request Management is to keep track of all requests, allow prioritization of the requests, track time spent, and report on the status of each request. Service request may be raised to address all Priority 3, 4 and 5 incident remediation and resolutions.

### 2.3.1 Request Management Process

The following describes how Avocette will respond to a service request.

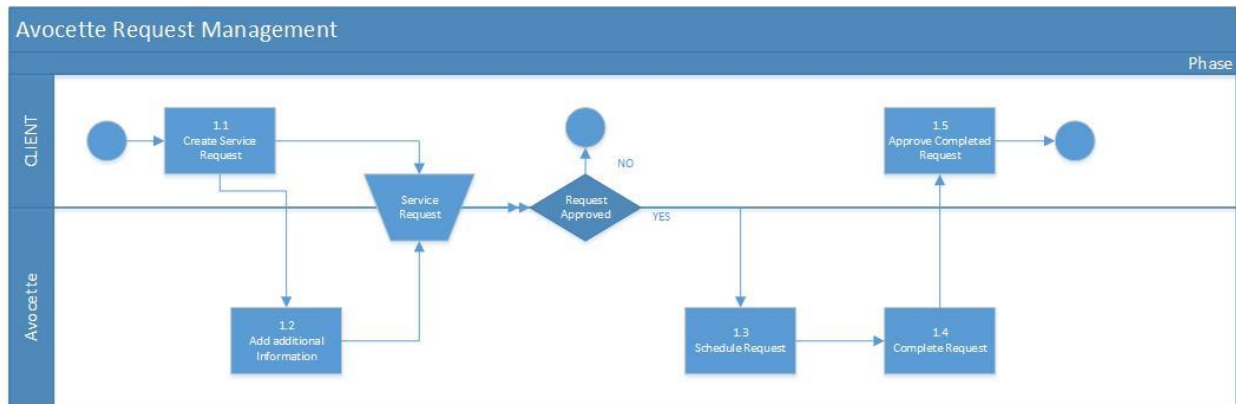


Figure 2: Procedure for Maintenance, Enhancement and Operational Requests

Task #	Task	Actor(s)
1.1	The CLIENT point-of-contact creates the initial service request by documenting the specific request and sending this to the Avocette's Service Desk by sending an email. A template is used to document the Service Request. This will be logged if not already initiated as a service request and assigned to the service delivery manager to assess.	CLIENT application point-of-contact
1.2	The Service Delivery Manager will coordinate the team to assess the Service Request, complete the request with impacts and estimates, and return the	Avocette Support Team

Task #	Task	Actor(s)
	service request to CLIENT for approval. The development of the service request may involve collaboration between CLIENT and Avocette to ensure the requirements are understood and impacts accurately accounted for.	
	CLIENT will review and approve the Service Request.	CLIENT
1.3	The service delivery manager will then schedule the work to be completed based on the agreed timeline expectations in the service request.	Avocette Support Team
1.4	The service request is executed and the deliverables provided to CLIENT.	Avocette Support Team
1.5	CLIENT will review the deliverables and complete any necessary user acceptance testing before giving the approval to proceed to production or accept the deliverable.	CLIENT

Service Requests must be approved and signed by the CLIENT Contract Manager and Avocette's Client Manager before any work proceeds.

## 2.4 Approach to Maintain Service Levels

Avocette will assign qualified and cross trained resources to the support of the Supported Application Components. The support team will include a primary and backup resource fully trained in the application as well as the support procedures necessary to adhere to CLIENT standards. The Service Delivery Manager will ensure that the backup resource is ready in the event that the primary resource is unavailable for any reason. The primary goal is to ensure that service levels are maintained regardless of the individual schedules of the support team.

In addition, the Avocette Service Desk is provided with primary and backup resource contact information and will be kept informed when the primary resource is unavailable.

Cross training of the backup resources will be provided as part of initial transition to support and will occur annually thereafter as a refresher.

Avocette will maintain a repository for information, materials and details pertaining to support of the Supported Application Components (Knowledge Management). This will also include details on the specific CLIENT policies and procedures that will apply to this support service.

The Service Delivery Manager will ensure that there is adequate coverage during any absences or traditional vacation periods (Christmas Holidays) and will also communicate any upcoming absences to CLIENT during the service level report meetings.

In the event of a disaster in the Avocette Offices, CLIENT will be notified immediately, provided direct contact phone numbers for the support team, and support resources will work from home.

## 2.5 Facilities and Equipment Requirements

CLIENT is not required to provide any permanent desk or office space. However, Avocette may require access to a drop in station at CLIENT from time to time during onsite visits. Avocette resources will require remote access into the CLIENT environment using a secure VPN or similar connection.

## 3 Support Team

Avocette's support team is comprised of the following roles and provides on-going operation support for CLIENT's Accela environment as follows:

Role	Role Description
<b>CLIENT Contract Manager/Point of Contact</b>	<p>The CLIENT will assign a CLIENT Contract Manager/Point of Contact to be the primary contact for the Avocette Service Delivery Manager. (Note that other roles may be assigned as required)The CLIENT Contract manager/Point of Contact will:</p> <ol style="list-style-type: none"> <li>1. Facilitate communications between Avocette and the CLIENT to clarify incident/service request particulars (as needed)</li> <li>2. Facilitate communications between Avocette and other CLIENT departments or technical areas in order to diagnose and resolve the request</li> <li>3. Arrange for User Acceptance Testing as required</li> <li>4. Provide priorities and guidance to the Avocette support team for outstanding issues</li> <li>5. Complete resolution details in the support tracking system and closing the ticket</li> <li>6. Attend monthly service level meetings</li> <li>7. The following additional responsibilities are primarily related to Service Request Management:</li> <li>8. Facilitate Authorization of work to proceed.</li> <li>9. Manage communication with other application stakeholders on implementation or significant changes</li> <li>10. Facilitate approval of requirements and functional specifications</li> </ol>
<b>Avocette Service Desk Support Analyst</b>	<p>Avocette's Service Desk is staffed with Service Desk Support Analysts who are responsible for receiving and acting upon incidents reported by ServicePlus++ clients.</p> <p>The Avocette Service Desk Support Analyst:</p> <ol style="list-style-type: none"> <li>1. Responds to incidents from ServicePlus++ clients submitted by email or phone.</li> <li>2. Provides basic user support as required such as password resets and other user support issues.</li> <li>3. Based on the priority of the incident takes appropriate</li> </ol>

	<p>action to respond to the incident by performing a warm handoff.</p> <p>4. Provides regular updates for high priority incidents.</p>
<b>Avocette Account Manager</b>	<p>An Avocette Account Manager is assigned to each ServicePlus++ client and will be the person responsible for ensuring Avocette meets its commitments under this contract. The Client Account Manager is also responsible for approving service requests on behalf of Avocette.</p> <p>The Avocette Account Manager will:</p> <ol style="list-style-type: none"> <li>1. Be responsible for Avocette's commitments under the contract.</li> <li>2. Be available when necessary to meet with the client to address issues and concerns.</li> <li>3. Approve Service Requests in a timely manner.</li> </ol>
<b>Service Delivery Manager</b>	<p>A Service Delivery Manager is assigned to each ServicePlus++ client and will be the primary contact for managing incident resolution and service requests. Avocette always assigns a backup Service Delivery Manager, typically the Subject Matter Expert, to each account so that service disruptions are avoided in the case of the primary service delivery manager not being available.</p> <p>The Service Delivery Manager will:</p> <ol style="list-style-type: none"> <li>1. Be responsible for ensuring service levels are met for all reporting incidents and communicating status of incident resolution processes to stakeholders</li> <li>2. Manage the delivery team and ensures support coverage is in place to meet or exceed all service levels</li> <li>3. Ensure proper communication to CLIENT regarding release scope and expected delivery schedule and status during the implementation process</li> <li>4. Provide estimates for Service Requests and work with the CLIENT Contract Manager to set priorities</li> <li>5. Work with the CLIENT Contract Manager to develop release plans for Service Requests</li> <li>6. Ensure all required authorizations have been provided prior to initiating work or conducting migrations</li> <li>7. Be responsible for adjusting the release processes if necessary in order to improve quality, reliability, timeliness or overall customer satisfaction with the releases and documenting the revised processes</li> <li>8. Ensure decisions, priorities and action items are properly documented and communicated to the team members</li> </ol>

	<ol style="list-style-type: none"> <li>9. Work with the CLIENT Contract Manager and the Avocette Support Team to prioritize incident resolution and closure</li> <li>10. Conduct regular team meetings involving release scope, scheduling and status</li> <li>11. Reports regularly to the Avocette Account Manager</li> </ol>
<b>Subject Matter Experts / Business Analyst</b>	<p>A primary and secondary Subject Matter Expert is assigned to each ServicePlus++ client and is responsible for providing analysis of and recommendations for resolving incidents and providing analysis and design for service requests.</p> <p>The Subject Matter Expert will:</p> <ol style="list-style-type: none"> <li>1. Be responsible for understanding the business needs in relation to the application</li> <li>2. Gather requirements for enhancements or service requests</li> <li>3. Document both “as is” and “to be” to enable technical team members to effectively configure the application</li> <li>4. Liaise with CLIENT staff to understand and document reporting requirements</li> <li>5. Work with CLIENT to understand business problems in relation to the application</li> <li>6. Works with the Avocette Service Delivery Manager to effectively timetable and deliver business analysis tasks as part of releases or service requests</li> </ol>
<b>Database Administrator</b>	<p>Avocette’s core team also includes a Database Administrator. The Database Administrator is not assigned to the team but is available as and when needed.</p>

Assigned resources may hold one or more roles described above.

## Appendix A: Definitions

The following definitions are used throughout this proposal:

**“Acknowledge Request”** means an email from an Avocette representative that confirms that a request has been received.

**“Additional Support Services”** means any additional work requested by CLIENT beyond the Base Support Services.

**“Additional Support Services Fees”** means the monthly fee paid to the VENDOR for the delivery of Additional Support Services.

**“Approved Service Request”** means a Service Request or a VENDOR Service Proposal for which the proposal and budget estimate provided by VENDOR has been approved by CLIENT and VENDOR has been instructed to proceed with delivery of the subject matter.

**“Base Support Services Fee”** means the monthly fee paid to the VENDOR for the delivery of Base Support Services.

**“CLIENT Point of Contact”** means the person in CLIENT responsible for managing the contract and approving all expenditures. This person is also the CLIENT reference of all administrative matters associated with this contract.

**“Contract Manager”** means the Avocette Manager responsible for the delivery of Managed Services across multiple clients. The Service Delivery Manager reports to the Contract Manager. The Contract Manager is present at Monthly, Quarterly and Annual Service Level Review meetings with CLIENT.

**“Customer Support Center (CSC)”** means CLIENT’s first level helpdesk service if used. The Customer Support Center is responsible for declaring the initial priority of an Incident.

**“Incident”** means an event that degrades or disrupts the normal operation of the application that is reported to the Service Desk and given a unique tracking number.

**“Incident Resolution Time”** means the time to complete the permanent corrective solution (resolve the root cause).

**“On-call Hours”** means those hours beyond the Standard Business Day. On-call services are available on request by CLIENT with one day’s notice.

**“Preapproved Expenses”** means those expenses incurred by the VENDOR in the execution of this contract including travel and living expenses as preapproved by the CLIENT.

**“Priority”** means the degree of impact that an incident has on CLIENT business areas and clients. The priorities are graded from 1 through 5 and agreed response and resolution times are based on these priorities in the form of a Service Level Agreement. The Priority definitions can be found in Section 2 Service Levels.

**“Services”** means Base Support Services and Additional Support Services.



**“Service Desk”** means the service desk operated by the VENDOR providing a single point of contact and 2<sup>nd</sup> level support for all Services Incidents, and 1<sup>st</sup> level support for all Service Requests and Approved Service Requests for In-Scope Servers and In-Scope Applications.

**“Service Delivery Manager”** means the Avocette resource responsible for ensuring CLIENT service levels are met and that CLIENT remains satisfied with the service being provided. The Service Delivery Manager manages the support team, ensures adequate coverage is in place, provides communication to CLIENT during incident recovery periods, and prepares the Service Level Reports. The Service Delivery Manager is present at Monthly, Quarterly and Annual Service Level review meetings at CLIENT.

**“Service Levels”** means the operational performance required of, and guaranteed by, the VENDOR in the delivery of the Services, as set out in Section 2.

**“Service Management Reporting”** means the design, generation and delivery by the VENDOR of reports and reporting sufficient to meet CLIENT’s operational management requirements for the Services.

**“Service Request”** means a formal request issued by CLIENT for maintenance (upgrades, preventative maintenance) and enhancements.

Service Requests are developed by CLIENT and typically include the description of the requested service, scope, expected deliverables and timeline expectations. Avocette will provide estimates for Service Requests within 5 business days. All service requests are sent to the Avocette Service Desk and given a unique tracking number.

**“Standard Business Day”** will be 7:00 a.m. to 5:00 p.m. Monday to Friday, not including Statutory Holidays.

**“Statutory Holidays”** – In the United States means New Year’s day, Martin Luther King day, Presidents Day, Memorial day, Independence day, Columbus Day, Veteran’s day, Thanksgiving day, Christmas day, Christmas day holiday and in Canada means New Year’s Day, Family Day (including Islander day, Louis Riel day, Viola Desmond day), Good Friday, Easter Monday, Victoria Day, Canada Day, Civic holiday (including AB, BC, SK, ON, NB, NU), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

**“Support Team”** means the Avocette resources that are involved in the day to day support of the Supported Application Components.

**“Ticket”** is a generic term for a unique tracking number that is generated by the Customer Service Centre or Avocette’s service request management application.