IntelliGrants™
By Agate Software, Inc.

Agate Software, Inc. Service and Support Level Specification Agreement For Vendor-Hosted Solutions

Contents

INTRODUCTION

Purpose and Objectives

This Agreement is made wherein Agate Software, Inc. (Firm) agrees to provide Florida Office of the Attorney General a Service and Support Level Agreement (SLA) to support the Client's implementation and ongoing utilization of the Firm's IntelliGrants system, a Commercial Off The Shelf (COTS) grant management solution. The purpose of the SLA is to identify current and projected levels and qualifications of support staff, and software components including systems support service levels with the responsibilities and response times between the Firm and the Client for change management, problem identification and resolution, break/fix, back-up/recovery, help-desk, system enhancements, development, system configuration. These are defined in detail throughout this document.

This Service and Support Level Specification Agreement will remain valid as long as the Terms and Conditions of the IntelliGrants™ License Agreement are valid. The services and support outlined in the Service & Support Level Specification Agreement are considered terminated with the termination of the IntelliGrants™ License Agreement.

Definitions

1. **IntelliGrants** is defined as Agate Software, Inc.'s proprietary COTS grant management software.
2. **COTS** Is defined as Commercial off the Shelf
3. **Key personnel** are defined as any persons employed by the Firm who has a key role in the delivery of the services to the Client
4. **Change Management** is defined as the agreed process to be followed when software or hardware changes are required to IntelliGrants
5. **Defective or inadequate performance** is defined as the delivery of services where the performance levels do not meet the agreed minimum criteria
6. **Environment** is the term commonly used to refer to structures needed to support an application. A software environment typically consists of its operating system, the database system, specific development tools, the application and user interface. Environments commonly used by the firm include:
    a. **DEV** – This is the **development** environment, where Firm's resources will do all of the development work for the project. It will be configured to closely reflect the production environment on which the system will ultimately reside. All work done on this system will be versioned which will allow the Firm's team to retrace their collective development steps if the situation is ever required. Versioning also permits the ability for Firm resources to make a detailed comparison between files or groups of files throughout the development phase.
    b. **DEMO –** This is the **demonstration** environment, where the Client will be able to access and review the system during development and perform User Acceptance Testing (UAT).
    c. **PROD –** This is the **production** environment, which is the live version of the Client's system.

7. **Hardware** is defined as any and all hardware operated or installed by the Firm to implement the system for the benefit of the Client
8. **Help Desk services** are defined as the specified support services provided to the Client to facilitate understanding in operating and executing the delivered Services
9. **Issue** is defined as a flaw or failure causing the application to produce an incorrect or unexpected result, or to behave in unintended ways. An issue can arise from user error, software/hardware error, programming error or related defect. The term issue is used when the root cause of why the application is producing incorrect results has not been determined. The following terms further define types of issues:
   a. **Defect:** Further defines an issue. It is an issue where the root cause has been determined to be a software/hardware error, programming error and related defect. A defect does not result from user error. It can be something that tested successfully to requirements/design, was approved for production, worked in production successfully and is no longer functioning as designed. A defect can also be a bug.
   b. **User Error:** Further defines an issue. An error made by a human using the software in incorrect or unintended ways.
10. **Resolved:** A potential status for an issue. A root cause determined (defect or user error), a solution has been identified, developed and tested successfully by the Firm and the Client, but has not yet been migrated to production and validated in production.
11. **Closed:** A potential status for an issue. An issue is considered closed after it has been resolved, solution migrated to production and validated in production.
12. **Maintenance** or **Service Enhancements**: Client-specific work done by Firm to enhance or update the Client's IntelliGrants system. The following list is an example of what service enhancements would be covered under Maintenance.
    a. Changes to Forms
    b. Changes to Business Rules
    c. Changes to Security Roles
    d. Changes to the Workflow
    e. Additional Grant Programs
    f. Additional Management Reports
    g. Roll Over Services
13. **Major Release:** In software standards, a *major* release is when there is a significant upgrade in functionality from the current version of IntelliGrants (IG15). Such releases are available at an additional cost.
14. **Annual Release:** Annual releases are typically released each year in the fourth calendar quarter. These releases involve major revisions or additions

to the existing System. These releases are referenced by incrementing the version number of the System (i.e. IG14 to IG15).

15. **Quarterly Release:** Firm provides quarterly global updates to the CORE System. These updates are outlined in our corresponding quarterly newsletter
16. **Push** is defined as updating changes to the System made in the development environment to demonstration environment or updating data changes after testing is completed from demonstration to production environments.
17. **Problem escalation** is defined as the agreed procedure for alerting and notifying increasingly senior members of the Firm to resolve problems.
18. **Problem management** is defined as the agreed procedures for providing support and problem resolution services to the Client.
19. **Rollover** is defined as the copying of the existing grant program and related functionality and testing of said program, including, but not limited to the following components; forms, pdfs, page calculations and business rules. Any additional changes to the forms or functionality of the program are considered out of scope and should be handled through the Change Management Process outlined in SCHEDULE C.
20. **Service availability** is defined as the times and periods that the Firm will make their services available to the Client.
21. **Software change request** is defined as new system design to support business requirements not currently supported by system functionality.
22. **Standard services** are defined as those Services that the Firm delivers to its Clients.
23. **System** is defined as Agate Software's IntelliGrants™ online grant management system.

SCOPE OF WORK

Standard Services

Standard services to be delivered under this Agreement are set forth in SCHEDULE A – STANDARD SERVICES.

Service Availability

The availability and response times of the services to be delivered are set forth in SCHEDULE B – SERVICE AVAILABILITY.

Changes to Services

Change control procedures are set forth in SCHEDULE C – CHANGE MANAGEMENT

Non-Standard Services

Non-standard services that can be provided by Firm at additional costs are described in SCHEDULE G – NON-STANDARD SERVICES.

PERFORMANCE, TRACKING AND REPORTING

Key Personnel Changes

The Firm will notify the Client at least three (3) days in advance of changes to any key Firm personnel that could potentially affect the delivery of services to the Client. The Key Personnel are defined in SCHEDULE A – STANDARD SERVICES.

Service Levels and Performance

The methodology to be used to monitor service delivery is set forth in SCHEDULE D – SERVICE LEVELS AND PERFORMANCE STANDARDS

Service Review Meetings

Service review meetings to discuss items such as service performance levels, system issues, proposed design changes and administrative issues will be held on an as-needed-basis with the Firm and the Client, but no less frequently than monthly when there are open work orders; otherwise at least quarterly.

PROBLEM MANAGEMENT

Annual Support and Help Desk Services

Annual Support and Help Desk services are set forth in SCHEDULE E – ANNUAL SUPPORT & HELP DESK SERVICES

Problem Escalation

To ensure timely problem resolution, a problem escalation procedure is set forth in SCHEDULE E – PROBLEM ESCALATION

CLIENT DUTIES AND RESPONSIBILITIES

Client Personnel, Facilities and Resources

The Client will ensure that the Firm has timely access to the appropriate Client personnel and will arrange for the Firm's personnel to have suitable and safe access to the Client's facilities and systems (as needed), including suitable on-site office space and associated resources. Additional responsibilities of both parties are included in the schedules, which are part of this Agreement.

SCHEDULES

Schedule A	Standard Services
Schedule B	Service Availability
Schedule C	Change Management
Schedule D	Service Level and Performance Standards
Schedule E	Problem Escalation
Schedule F	Change Request Form
Schedule G	Non-Standard Services

SCHEDULE A – ANNUAL SUPPORT AND STANDARD SERVICES

Schedule A provides a detailed list of the standard services that are available under the terms of this Agreement, which are the services provided by Firm as Annual Support. The client responsibilities are also identified to achieve these services.

The Client owns and shall maintain exclusive control over all of its data stored in the IntelliGrants Solution. The Firm has no rights to the Client data, but may gain access as needed to meet the needs of the Services.

<u>Standard Services</u>

- The Firm shall provide the following technical and operational support items as part of the IntelliGrants Annual Support:
    - 1. Live help desk support (8:00 am - 5:00 pm, Mon. – Fri.), our call centers are housed and staffed at both our Okemos, MI headquarters and Glendale, AZ office and can be contacted to discuss product related questions.
    - 2. Access to our proprietary, online web based issue resolution tool “ProjecTrax” which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
    - 3. Weekly pushes (if needed) for patches, and bug fixes. Accelerated pushes for emergency fixes that may be time critical to keep the system operating at an optimum level.
    - 4. Support service packs/patches provided by third-party vendors in upgrading the web server or database server hardware/software on which the system is installed.
    - 5. Quarterly global updates to the IntelliGrants CORE product which affects all clients on the IntelliGrants .net platform. These updates are outlined in our corresponding quarterly newsletter.

- The Firm shall provide the necessary staff and expertise to operate and upgrade the system software and hardware which the Firm is responsible for.
- It is the responsibility of the Client to provide specifications for issues and other requests to the Firm that include the appropriate level of information, such as screenshots, documentation, login role, user name, and steps taken to recreate the issue.
- The Firm will be responsible for maintaining all system components including product upgrades.

- The Firm will jointly discuss with the Client any new database or hardware requirements identified by the Firm or any party requesting such on behalf of the Client. If a change is mutually accepted, implementation of new requirements will be jointly planned and implemented.

Key Personnel and Contact Information

Arizona Agate Help Desk
1-866-449-1425
azhelpdesk@agatesoftware.com

Michigan Agate Help Desk
1-800-820-1890
helpdesk@agatesoftware.com

Commercial or Contract Questions
Mark Watters
Account Manager
mwatters@agatesoftware.com
517-336-2536

Project Lead for Implementation & Maintenance
Jason Peters
jpeters@agatesoftware.com
517-336-2504

SCHEDULE B – SERVICE AVAILABILITY

Schedule B provides a list of the times and periods when the services will be available to the Client under the terms of this Agreement.

Access to the system should be available at all times during prime business hours, except when essential hardware or software changes are required. If it becomes necessary to interrupt service during prime business hours, prior notification to and approval from the Client is required unless the situation is critical in nature and could cause more damage if not handled immediately.

Help Desk Availability

Help desk support is available (8:00 am - 5:00 pm, Mon. – Fri.).

Scheduled System Downtime

- Scheduled downtime will be conducted outside prime business hours. Prime business hours are defined as 8 am – 5 pm EST.
- While not a norm, downtime outside the scheduled windows may be necessary. In these instances, the Firm will communicate such cases within a five (5) day advance communication to the Client Management, unless the support is deemed critical to system stability.
- If the Client requires system availability during scheduled system downtime windows, advance written notice from the Client is required within five (5) business days.

Back-Up Procedures

- Backup database procedures are performed on a nightly and weekly basis. The procedures only apply to the Production environment of Firm-hosted implementations.
  - All Files will be backed daily (Both Uploads and databases) at 12:00AM (Midnight). These daily backups will be retained for 7 days (1 week);
  - All Files will also be backed up on a weekly basis (Wednesday at 12 am), and these weekly backups will be Retained for 4 weeks (1 month);
  - All Files will also be backed up on a monthly basis on the 1st of the month, and these monthly backups will be retained for 3 months (1 quarter).

SCHEDULE C – CHANGE MANAGEMENT

Schedule C provides information on the change management procedures to be followed for client requested changes to the System.

The Change Management Process is in place to manage client requirements and/or change requests that are considered "Out of Scope" based on the terms of the current contract for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed and republished without review and approval. These documents are considered "under change control" once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the client. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

Client Identifies Change Request

- The Client Project Sponsor or Client Project Manager will document the change request as a Task in ProjecTrax.

- As much detail about the requested change request should be entered into the Task Description.
- The Agate Team Lead or Project Lead may request that the client also upload a completed Change Request form to the Task. This form is attached to this document as SCHEDULE F.

Agate Reviews ProjecTrax Task

- The Agate Team Lead or Project Lead will review the Task.
- If additional information is requested, the Task can be sent back to the client via ProjecTrax.
- The Agate resource may also request a meeting for further clarifications.

Agate Analysis and Recommendation

- Agate will respond the ProjecTrax Task with analysis comments and recommendations for implementation.
- The recommendation will include an hour estimate and completion date estimate.

Agate and Client Review and Negotiation

- Based on the information provided by Agate, the client will make a “Go” or “No Go” decision.
- That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

Agate Develops Task Order

- The Task Order will be developed by either the Agate Team Lead or Account Manager.
- The Task Order will document the following:
  - Work to be Performed
  - Acceptance Criteria
  - Agate Resources Assigned to the Task Order
  - Agate Resources Estimated Hours
  - Agate Resources Estimated Cost
  - Total Amount to be Paid for Task Order
  - Task Order Acceptance

Software Design Change Requests

- All change requests will be submitted to the Firm’s project manager, preferably on the Change Request Form. A copy of the Firm’s Change Request form is located in SCHEDULE F.
- All change requests will go through an impact analysis.

- The Client must approve changes involving additional costs and the project's timeline.
- The Firm's project manager may approve changes having little or no impact to the project. The Firm's project manager will notify the Client of these approvals. The Firm's project manager will assess when the project can no longer absorb low impact requests at which point these requests will be forwarded to the Client for consideration.
- Project team members will not unilaterally commit to changes or incorporate changes into project deliverables.
- The Client will not commit to any change to project deliverables before the impact of the change is quantified.
- The Firm's project manager will maintain a change request log that keeps track of all change requests made.

SCHEDULE D – SERVICE LEVELS AND PERFORMANCE STANDARDS

Schedule D provides information on the performance standards for the Firm's responses to various issues defined by severity levels.

Performance Standard	Measurement	Resolution Period
Severity Level 1	Time (hrs)	Less than 4 business hrs
Severity Level 2	Time (days)	Less than 2 business days
Severity Level 3	Time (days)	Less than 10 business days
Severity Level 4	Time (days)	Less than 30 business days
Severity Level 5	Mutually Agreed	Mutually Agreed

After analyzing an Issue, the Firm will notify the Client of the expected resolution timeline if the Firm believes it will take longer than the listed time to resolve. The following definitions provide additional content regarding the Firm's SLA Services.

Severity Level 1 (SL1)

The highest severity is 1 (SL1). A SL1 issue is considered critical and will initially have the highest priority. Examples of this are that the production system is down and normal business processes cannot proceed, more than 90% of the users are affected, or there is no timely workaround that provides the lost functionality. When an SL1 issue call is received, Agate Software will use all available resources to solve the problem as soon as possible (less than 4 business hours).

Severity Level 2 (SL2)

A severity 2 (SL2) issue is classified as urgent. The system is up, but not functioning at "normal" capacity. Examples of this are that a major function is not available and it is affecting a significant number of users, the incident causes a severe impact on business regardless of the environment, or no acceptable workaround is available; however, business operations can continue in a restricted fashion. When an SL2 issue call is received, Agate Software will use necessary resources to solve the problem within 2 business days.

Severity Level 3 (SL3)

A severity 3 (SL3) issue is classified as a routine call. It is a minor or intermittent incident occurring and not significantly affecting production. When an SL3 issue call is received, Agate Software will use necessary resources to solve the problem within 10 business days.

Severity Level 4 (SL4)

A severity 4 (SL4) issue is classified as a request or training call. It is a minor request not significantly affecting production. When an SL4 issue call is received, Agate Software will use necessary resources to solve the problem within 30 business days.

Severity Level 5 (SL5)

A severity 5 (SL5) issue is classified as an informational call. It is a minor call for information that does not require an immediate sense of urgency — a task to be completed soon. When an SL5 issue call is received, Agate Software will work with the client to determine the timeframe that resolution should occur.

SCHEDULE E – PROBLEM ESCALATION

Schedule E provides information on problem escalation procedures applied to the services under the terms of this Agreement.

The problem escalation procedure covers the processes involved with the rectification of unexpected system problems including:

- Initial problem identification
- Resolution of the identified problem
- Client testing timeframe
- Technical reports documenting root causes and solutions

Initial Problem Identification

- If the System is not functioning as expected, the Client verifies with support from the Firm Help Desk that the issue is not a result of user error and the problem is indeed an issue resulting from problems within the solution.
- The Client will provide the Firm relevant information when reporting an issue. Examples of relevant data include the date and time the problem occurred, a detailed description of the issue in terms of impact on business processing, the process that was being performed in the system when the error occurred, system error message received and the user ID operating the system. If available a screen shot should be captured to help diagnose the issue.
- The Firm's Help Desk will collect all the details of the problem, review the problem and categorize the problem based upon the guidelines outlined in SCHEDULE D – SERVICE LEVELS AND PERFORMANCE STANDARDS.
- The Firm's Project Lead shall be notified of all problems, no matter the level of priority. This is necessary to log and track all issues for prompt resolution.

Resolution of the Identified Problem

- The problem is assigned to a project resource best equipped to resolve the issue. The problem will be resolved by the lowest level resource possible. This policy was implemented to improve the response times for our clients and enhance services.

- Based upon the categorization of the problem the resolution will be completed within the timelines defined in SCHEDULE D – SERVICE LEVELS AND PERFORMANCE STANDARDS.
- Once the Firm develops and internally tests the fix to an Issue, the Firm will push the fix to the DEMO environment.
- The Client has two days to verify that the fix is operating properly in the DEMO environment. Failure to test and verify the fix will affect project timelines and deliverables. Upon written authorization by the Client, the Firm will push the fix to the Production environment in the next scheduled push.
- If a design change or fix is rejected by the Client, the application code will be removed from the DEMO and DEV environments and will not be pushed to the production environment.

Client Testing Timeframe

- It is imperative that the Client tests fixes and design changes in a timely fashion. The Client will test an issue or design change in the demo environment according to the client-specified test plan in accordance to the timeframes listed below:
  - Issues: Two (2) business days
  - Enhancement: Three (3) business days, unless otherwise mutually agreed upon by both parties
- The Firm will not push any enhancements or problem fix to the Client's production environment without a written confirmation by the Client to the Firm.
- The Firm will push fixes and/or enhancements to the system production environment no more frequently than once per week. An exception would be allowed for an emergency fix that is required by the Firm or other Clients of the Firm. Prior authorization from the Client and the Firm is required for these exceptions.

Technical Reports Documenting Root Causes and Solutions

- After the problem has been resolved, a summary is created documenting the root cause of the issue. In this documentation the cause, analysis and solution are documented to properly define the problem. Additionally, the system is evaluated for risks that exist of similar nature. If additional potential problems are found, the issues are fixed before another issue develops.

SCHEDULE F – CHANGE REQUEST FORM

Change Request

Requester	Project Role	Phone	Email

Change Request Definition (To Be Completed By Requestor)
Description – Describe the proposed change.
Description Here
Justification – Describe why the change is needed
Justification here
Impact of Not Implementing – Explain the impact if the proposed change is not implemented.
Impact of not implementing here
Alternatives – Provide at least 2 alternatives that could be implemented instead of the proposed change.
Potential Alternatives (if there are any) here.
When is the Change Needed By
Give an estimated date here.
Change Request Impact Analysis (To Be Completed By Agate Project Lead)
Check each that apply ☐ Project Schedule ☐ Configuration Change ☒ Contract Amendment/Change Order ☐ Project Costs ☐ Project Scope ☐ Major Deliverables/Outcomes ☐ Technology ☐ Roles/Responsibilities ☒ Customization ☐ Project Resources ☐ Operational Sustainability ☐ Regulatory/Legislative ☒ Enhancement
Impact Description – Describe the impact for each of the items checked.

Impacted Item	Description of Impact
Project Schedule	
Project Costs	
Technology	
Project Resources	
Enhancement	
Configuration Change	
Project Scope	
Roles/Responsibilities	
Operational Sustainability	
Contract Amendment / Change Order	
Major Deliverables/Outcomes	
Customization	
Regulatory/Legislative	

Recommendation
Recommendation of Team Lead here.

Change Request Review (To be completed by Agate Project Lead and Client)			
Review Date	Who	Rationale for Decision	Recommendation
			☐ Approve ☐ Reject ☐ Defer Until: [DATE]
			☐ Approve ☐ Reject ☐ Defer Until: [DATE]

SCHEDULE G – NON-STANDARD SERVICES

The Firm offers services beyond those listed in the Standard Services of this agreement. Such services include, but are not limited to:

- **Subject Matter Expert Consulting:** The Firm can provide Subject Matter Expert consultation and/or answers to questions regarding client specific configured program data with maintenance contracts that require a mutually agreed upon scope, timeline and budget. These services are charged at rates above the annual support cost.

- **Annual Service Enhancements:** The Firm's staff may provide service enhancements, based on mutually agreed upon timeline scope and budget, to aid the Client in performing business requirements analysis and assisting in the documentation of requested design changes or development. The services are provided at the then-current rates.