

3/20/24

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CONTINUANT, INC.**

THIS CONTRACT is hereby authorized this 20th day of March, 2024, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **CONTINUANT, INC.**, of 5050 20th Street East, Fife, WA 98242-1917, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester has a need for the provision of maintenance and support relative to the proprietary Avaya phone system equipment used by the County; and

WHEREAS, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the contract has been awarded consistent with and pursuant to N.J.S.A. 19:44A-20.4 et seq. the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Contractor represents that it has the necessary equipment, is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. The contract shall effective be for the period of one (1) year from April 7, 2024 to April 6, 2025.

2. COMPENSATION. The Contractor shall be compensated in the total amount of \$23,289.72 for the duration of the contract.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher

shall be placed in line for prompt payment.

3. DUTIES OF CONTRACTOR. Contractor shall provide the necessary maintenance and support services required for the Avaya phone system equipment used by the County, as set forth in Contractor's 2024 renewal proposal and Scope of Work attached hereto as Exhibit A and incorporated herein.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this

Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. CHANGES. This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

18. CONFIDENTIALITY. Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

19. BINDING EFFECT. This Contract shall be binding on the undersigned and their successors and assigns.

20. CONTRACT PARTS. This Contract consists of this document and the Contractor's 2024 Renewal Proposal and Scope of Work. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is made as of the 20th day of March, 2024.

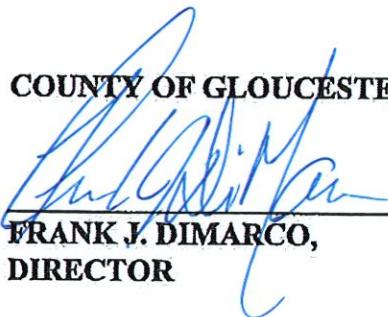
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER



FRANK J. DIMARCO,
DIRECTOR

ATTEST:

CONTINUANT, INC.



By: Doug Graham

Title: CEO

EXHIBIT A



2024 Renewal PROPOSAL

Created by:
Jessica
Guse
jessica.guse@continuant.com

Prepared for:
Mike
Moncrief
Gloucester County NJ



2x Global Partner of the Year
© 2023 Converged Communications © 2020 Calling & Meetings

Your Investment

Package
Avaya Base Plan
Optional Add-on Services
24/7 Onsite Incident Management

Total Monthly Charges \$1,940.81

Applicable Taxes are not included.

I have read and approve the attached Locations & Equipment page.

Location & Covered Equipment

Location Name	Equipment & Services	Paid Monthly
911 Clayton <ul style="list-style-type: none"> • DOC: 03/01/2024 	Avaya CM S8710 - 302 user(s) <ul style="list-style-type: none"> • MAP - Avaya PBX Base Plan • MAP - 24/7 Onsite Incident Management Avaya System Manager - 1 server(s) <ul style="list-style-type: none"> • MAP - 24/7 Onsite Incident Management • MAP - Small Server Support Avaya Session Manager - 1 server(s) <ul style="list-style-type: none"> • MAP - 24/7 Onsite Incident Management • MAP - Large Server Support Avaya Large Server - 1 server(s) <ul style="list-style-type: none"> • MAP - 24/7 Onsite Incident Management • MAP - Large Server Support 	\$ 685.43
Admin Offices <ul style="list-style-type: none"> • DOC: 03/01/2024 	ESS - DL360G7/G650 - 1 unit(s) <ul style="list-style-type: none"> • Additional Equipment - Base Plan • MAP - 24/7 Onsite Incident Management 	\$ 50.00
B&G, Cons Prot, Parks&Rec <ul style="list-style-type: none"> • DOC: 03/01/2024 	ESS - S8500/G450 - 1 unit(s) <ul style="list-style-type: none"> • Additional Equipment - Base Plan • MAP - 24/7 Onsite Incident Management 	\$ 50.00
Clarksboro 2 <ul style="list-style-type: none"> • DOC: 03/01/2024 	ESS - S8300/G450 - 1 unit(s) <ul style="list-style-type: none"> • Additional Equipment - Base Plan • MAP - 24/7 Onsite Incident Management Backup Avaya Session Manager - 1 unit(s) <ul style="list-style-type: none"> • Additional Equipment - Base Plan • MAP - 24/7 Onsite Incident Management 	\$ 50.00
Clerk, Elections & Warrants <ul style="list-style-type: none"> • DOC: 03/01/2024 	LSP - S8300/G700 - 1 unit(s) <ul style="list-style-type: none"> • Additional Equipment - Base Plan • MAP - 24/7 Onsite Incident Management 	\$ 50.00
Health Dept <ul style="list-style-type: none"> • DOC: 03/01/2024 	ESS-S8500/G650 - 1 unit(s) <ul style="list-style-type: none"> • Additional Equipment - Base Plan • MAP - 24/7 Onsite Incident Management 	\$ 50.00
Historic Courthouse <ul style="list-style-type: none"> • DOC: 03/01/2024 	Avaya CMS8730 - 576 user(s) <ul style="list-style-type: none"> • MAP - Avaya PBX Base Plan • MAP - 24/7 Onsite Incident Management 	\$ 905.38
Human Services <ul style="list-style-type: none"> • DOC: 03/01/2024 	ESS - S8730/G650 - 1 unit(s) <ul style="list-style-type: none"> • Additional Equipment - Base Plan • MAP - 24/7 Onsite Incident Management 	\$ 50.00
Justice Complex <ul style="list-style-type: none"> • DOC: 03/01/2024 	ESS - S8800/G650 - 1 unit(s) <ul style="list-style-type: none"> • Additional Equipment - Base Plan • MAP - 24/7 Onsite Incident Management 	\$ 50.00

Scope of Work

Maintenance Advantage Plan

The purpose of this Scope of Work is to document the scope of tasks Continuant shall undertake and responsibilities that Continuant shall assume as part of its obligation to provide Maintenance and Support to the Customer and to document the allocation of responsibilities between the Parties regarding certain operational processes.

Definitions

- **Authorized User** - An Authorized User is an individual whom the Customer's organization has authorized to request work, perform changes, and approve maintenance windows.
- **Covered Equipment** - Equipment, hardware, components and software to be maintained by Continuant is defined as Covered Equipment. All Covered Equipment items must be listed in the contract between Continuant and the Customer to be covered under the Maintenance Advantage Plan.
- **Customer Requirements Document (CRD)** - This is a document used by the Continuant Project Management Office (PMO) to document information about Covered Equipment, Customer contacts, and other important information required by Continuant to deliver services effectively.
- **Service Operation** - The phase of the contract term where all the Service Transition activities are complete. Service Operation commences upon agreement between Continuant and the Customer, once the Service Transition phase is complete.
- **Service Transition** - The phase of the contract term, just after contract signatures, where setup activities begin. Setup activities may include identifying Customer stakeholders, establishing remote access, documenting credentials, and activating event management.
- **Standard Business Days and Hours** - Business days are Monday through Friday, excluding Continuant-observed holidays. Business hours are 8:00am - 5:00pm local time.

Package Services

Service Desk

The Continuant Service Desk will be the primary communication point for services. The Customer will have several ways of interacting with the Service Desk, which will be identified during Service Transition.

Service Desk activities include the following:

- Perform initial analysis, troubleshooting, and diagnostics.
- Provide proactive communication of service delivery.
- Manage escalations to ensure timely and high-quality resolution.

- Management of the online service portal, available to Customers at: <https://continuant.service-now.com/sp>.

Technical Assistance Center (TAC)

Continuant makes technical support available to Customers via our team of engineers with Original Equipment Manufacturer (OEM) certifications. The TAC is designed to provide guidance to the Customer regarding general questions about their Covered Equipment.

- Does not require Continuant to perform changes or programming.
- Does not require onsite technical resources.
- Does not require a scheduled maintenance window.
- Does not require discovery.
- Can be completed in 15 minutes or less.

Continuant TAC will stop at 15 minutes. Any work which exceeds 15 minutes will be billed at Time & Material rates. Continuant will advise the Customer of the rates and obtain Customer approval before providing any further support.

Incident Management

Incident Management ensures that normal Service Operation is restored as quickly as possible, and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout the system's lifecycle.

Remote Incident Management

Remote Incident Management is provided 24/7 and ensures that normal Service Operation is managed through remote connectivity. This service requires the Customer to provide Continuant with remote access and login credentials to the Covered Equipment. Activities may include:

- Resolution of service disruptions and performance degradations on Covered Equipment.
- Remote diagnostics, troubleshooting, and remote support for onsite personnel.
- Management of Incident escalations to ensure timely and high-quality resolution of all cases.
- Remote labor to repair or replace Covered Equipment, including the subsequent testing to confirm the correct operation of the device and its operational interface with associated equipment, communication facilities and services.
- Closure of Incidents after receiving confirmation from the affected Authorized User that the Incident has been resolved.
- Retention of overall responsibility and ownership of all Incidents until the Incident is closed, subject to Customer approval.

Continuant may implement a firmware update or security patch to resolve an Incident. If firmware or security patches are not made publicly available by an Original Equipment Manufacturer (OEM), the Customer is

responsible for providing Continuant with a support contract or other form for Continuant to gain access to the firmware or patch.

8/5 Onsite Incident Management

Onsite Incident Management ensures that normal Service Operation is restored as quickly as possible through the dispatch of local technicians. The dispatched technicians provide diagnostics, troubleshooting and/or parts replacement (parts are not included unless they are covered under Hardware Replacement Services). Onsite Incident Management is provided Monday through Friday during Standard Business Hours (local time at the affected location) for all sites with Covered Equipment. The Customer is responsible for providing access to the site.

Incident Prioritization

Continuant classifies and prioritizes Incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

Impact Definitions

An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident). Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to the degradation of a service. The four Impact levels are:

1. **Widespread** – The entire inventory of Covered Equipment is affected (more than three quarters of individuals, sites or devices).
2. **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices).
3. **Localized** – A small number of sites, rooms, and/or users are affected (between one-quarter and one-half of individuals, sites or devices).
4. **Individualized** – A single user is affected (less than one-quarter of individuals, sites or devices).

Urgency Definitions

Urgency defines the criticality of the Incident to the Customer's business. Continuant will work with the Customer to understand and set the proper Urgency level. The four Urgency levels are:

1. **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to the Customer's business or organization.
2. **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to the Customer's business.
3. **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to the Customer's business.
4. **Low** – Non-critical business function is degraded. There is little or no financial impact.

Continuant Incident Management Priorities Matrix

	Widespread	Large	Localized	Individualized
Critical	P1	P1	P2	P2
High	P1	P2	P2	P3
Medium	P2	P3	P3	P3
Low	P4	P4	P4	P4

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the Customer upon validation of the issue remediation and the system's returning to operational stability.

Event Management

Continuant will provide 24x7 Event Management that includes system monitoring and management of events for Covered Equipment, where applicable and possible. Continuant's Network Operations Center (NOC) will manage the Event Management services provided to the Customer. The Continuant NOC will identify critical components in the Customers' environment and define key event thresholds for the specific system components. Event Management requires the Customer to provide remote access and alerting capabilities to Continuant. This may include the Customer allowing the installation of Continuant software and/or servers. Continuant will provide structured levels of notifications to the Customer for significant events detected in the Customers' environment. Continuant Event Management will trigger Incident Management, where applicable.

Hardware Replacement

Continuant will provide Hardware Replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where the covered application resides. Telephone sets, Uninterruptible Power Systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier, or PSTN services, are not included in this agreement unless specifically noted.

Change Control

Continuant will manage the control of change activities of the Covered Equipment. The primary goal of this process is to ensure that all potential risks of performing changes are documented and communicated. Continuant's Change Control responsibilities may consist of the following activities:

- Raise and record change.
- Assess the impact, benefit, and risk of proposed changes.
- Confirm business justification and obtain approval.

The three types of Changes are:

Standard – Standard Changes are defined as well-known, repeatable and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the Customer to be implemented per terms agreed upon with the Customer. If the Service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency Change should be considered. A list of Standard Change templates may be provided upon request.

Normal – Normal Changes are defined as medium/high risk to business services and therefore must follow the normal change management process. The urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given Customer business justification of an impending business impact.

Emergency – Emergency Changes are defined as high risk to the business and require implementation without proceeding through the normal Change Management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures where applicable to reduce the associated risk. These changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

	Widespread	Large	Localized	Individualized
Critical	P1	P1	P2	P2
High	P1	P2	P2	P3
Medium	P2	P3	P3	P3
Low	P4	P4	P4	P4

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the Customer upon validation of the issue remediation and the system's returning to operational stability.

Service Level Management

Continuant's Service Level Management (SLM) tracks the performance of managing Incidents and Service Requests with Service Level Objectives (SLO). SLOs apply to work performed on Covered Equipment that is managed exclusively by Continuant. Continuant will adhere to the SLOs during Service Operation. SLOs do not apply during Service Transition.

The following metrics are tracked as SLOs:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Fulfill (TTF)

Time to Notify (TTN)

Continuant will respond to Incidents and Service Requests raised through the management platform by electronically notifying a specified Customer contact(s) within the TTN timeframe.

Case(s)	Time To Notify	SLO Target
All incidents and service requests.	15 minutes from case opened date/time.	99%

Time to Restore (TTR)

TTR is applicable only to Incident Cases. TTR refers to the time elapsed between the failure which caused the Incident and when Continuant restores the Covered Equipment to an acceptable operational state.

Incident Level	Time to Restore	SLA Target
P1 Incidents	4 Hours	95%
P2 Incidents	12 Hours	95%
P3 Incidents	72 Hours	95%
P4 Incidents	120 Hours	95%

Time to Fulfill (TTF)

TTF is only applicable to Service Request cases. Continuant has organized Service Requests into categories, based on the level of complexity and the amount of time required to complete the request. The chart below provides a breakdown of the Continuant SLOs for completing Service Requests within each category:

Service Request Category	Time to Fulfill*	SLO Target
Remote Simple	2 Business Days	95%
Remote Simple - Expedited	8 Hours	95%
Remote Complex	5 Business Days**	95%
On-Site Simple	3 Business Days	95%
On-Site Complex	5 Business Days**	95%
Project	No SLA, scheduled	No SLA

*From receipt of fully qualified and scheduled Change Request.

**SLO time commences upon Continuant receiving signed quote from Customer.
Business days are Monday through Friday, excluding Continuant-observed holidays.

SLO measurements exclude the following:

- Delays caused by the Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes Service Levels to fall outside of measured SLOs defined obligations.
- Hardware Replacement delivery to the Customer's location, either from a Manufacturer Maintenance Agreement or Hardware Replacement services from Continuant.
- Delays or faults caused by third-party equipment, services or vendors in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Covered Equipment due to software defects or bugs.

Customer Responsibilities

For Continuant to effectively deliver services, the Customer must provide information and/or access to Covered Equipment and sites for Continuant.

Customer Requirements Document

Continuant will send a Customer Requirements Document (CRD) to the Customer, which provides key information for Service Delivery. The Customer is responsible for filling out the CRD, which will include:

- Customer representative contact name.
- Authorized contacts to request support services.
- Location of the site(s) to be managed.
- Network connectivity detail and topology.
- Covered Equipment information:
 - Location and naming scheme.
 - As-built documentation and/or bill of materials.
 - Managed IP addresses and system details.
 - Simple Network Management Protocol (SNMP) community strings.
 - Telnet and password access.
 - Definition of Customer-specific support policies.
 - Maintenance contract or software support contract information.
- Letter of Authorizations for third-party vendors.

Continuant Remote Access and Event Management

The Continuant Access and Monitoring Platform will allow remote access and monitoring for all Covered Equipment supported by CMS (Continuant Managed Services). The access and monitoring platform includes a suite of management applications, consisting of software and hardware required for the delivery of services. Continuant requires the Customer to help facilitate the installation and management of the access and monitoring platform. The Access and Monitoring Platform is deployed on the Customer's network, in a single configuration instance or multiple instance configurations depending on the number, type, and location of the Covered Equipment. Any delay in establishing remote access or the deployment of the management applications may inhibit the ability for Continuant to deliver services.

The Access and Monitoring Platform is installed during Service Transition for the duration of the contract term. During the contract term, the Customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the supplied access and monitoring platform. Installation of the remote Access and Monitoring Platform may require the following from the Customer:

- Network connectivity established per Continuant-supplied guidelines.
- Communications facilities and services, including internet and network configuration. These communication facilities and services must be maintained for the duration of the contract term.
- A resource person to support the installation activities of the hardware and software, which may include:
 - Racking
 - Connection to the network
 - Power connection to continuous uninterrupted power, suitable commercial power, and an Uninterruptible Power System (UPS) or other acceptable power back-up facilities.

The Customer will use reasonable efforts to provide and maintain the Access and Monitoring Platform in good working order. The Customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any hardware or software in the platform. Should this occur as a result of the Customer's actions without first receiving written consent from Continuant, the Customer will be responsible for reimbursing Continuant for the cost to repair any damage caused to the platform. Under no circumstance will Continuant be held liable to the Customer or any other parties for the interruption of services, missed SLOs, or for any other loss, cost, or damage that results from the improper use or maintenance of the platform.

Unless otherwise agreed upon, title to all Monitoring Platforms shall remain in the possession of Continuant. The Customer must return all associated materials (hardware, software and documentation) to Continuant immediately upon expiration or termination of the contract term. Continuant expects that, at the time of removal, the platform shall be in the same condition as when installed, except what normal wear and tear is expected. The Customer shall reimburse Continuant for the depreciated costs of any platform equipment, whereby the condition of which is deemed beyond normal wear and tear.

Optional Add-On Services

24/7 Onsite Incident Management

Continuant will provide 24/7 Onsite Support that ensures normal Service Operation is restored as quickly as possible and the business impact is minimized through the dispatch of local technicians. Activities may include 24/7 dispatch of local technicians for diagnostics, troubleshooting, and/or parts replacement (parts not included, unless they are covered under Hardware Replacement Services). The Customer is responsible for providing access to the site.

Let's Get Started

MSA Number: DL360PG8

Contract Term (Months): 12

Proposal Number: 17143630489

Renewal Date: 03-01-2024

Billing Contact

Full Name: Amy Gregg

Phone Number: 856-853-3374

Email: agregg@co.glooucester.nj.us

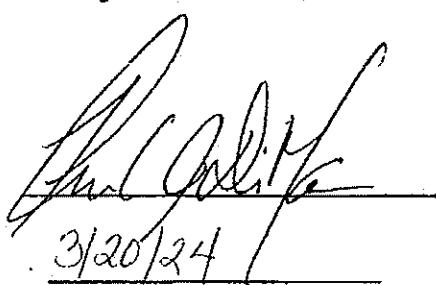
Signer Info

Full Name: **Frank J. DiMarco,**
Commission Director

Title:

Entity: **County of Gloucester**

Customer
Signature:



Date:

3/20/24



This proposal will expire in 30 days.

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