

Service Level Agreement ("SLA")

The following Special Terms and Conditions are part of and incorporated into the Participating Addendum for Sourcwell Contract #020221-AAC ("**Agreement**") between the State of Iowa, acting by and through the Department of Administrative Services ("**State**"), and Agile Access Control, Inc. ("**Vendor**"). Capitalized terms used but not defined herein are as defined in the Agreement.

1. **Overview.** These Special Terms and Conditions set forth certain performance standards and service levels to be achieved by Vendor in providing the Applications Services, System(s), and related Deliverables to the State.

2. Service Levels.

Performance Standard	Description	Performance Target	Calculation	Frequency
Customer Service	Surveys provided to System(s) Users regarding the FleetCommander application and associated services and application	90%	Online survey* provided after first quarter of engagement, annually, and at the conclusion of each work assignment	Quarterly and then annually
System Availability	System is available	99.90%	Measured during the following work hours: 7am – 7pm (Eastern) Monday - Friday	Monthly
Issue Resolution	Concerned related to Agile Fleet response time	Critical – within 24 hrs. High – within 48 hrs. Medium – within 7 days Low – future maintenance	Measures from time of notice to time of resolution	Occurrence
Hardware	Hardware and associated accessories purchased through Agile including, but not limited to, GPS units and accessories and Key Kiosk and accessories	Second Business Day (2pm cutoff – Batteries excluded)	Replacement Time	Occurrence
Reporting Accuracy	All system generated reports, including custom reports	95%	Measured using all system generated reports	Monthly
Report Timeliness	All system generated reports, including custom reports	Within 1 business day of first of the following month	Measured using all system generated reports	Monthly
Invoice Accuracy	Invoice provided by Agile	100%	Measured using Agile invoice	Monthly
Invoice Timeliness	Invoice provided by Agile	Within 5 business day of first of the end month	Measured using Agile invoice	Monthly

*Survey content will be agreed upon by both parties prior to distribution.

3. Invoices/ Audits.

- 3.1. **Invoices.** Vendor shall track, and include on monthly invoices, Service Level Credit(s) resulting from Service Level Failures of the performance measures established in Section 2 (Service Levels). Such Credits shall be deducted from the monthly invoice amount.
- 3.2. **Audits.** The State or its designee may audit Vendor's measurement, monitoring, and reporting on all service levels set forth herein, and Vendor shall provide, upon request, access to the data used by it to calculate its performance against the service levels and the measurement and monitoring tools and procedures utilized by Vendor to generate such data for purposes of audit and verification.

4. Remedies.

4.1. Service Level Credits. Failure to achieve any of the service levels described in Section 2 (Service Levels) shall constitute a "Service Level Failure(s)" and the State shall be entitled to the following remedies:

4.1.1. For a first offense with respect to any particular Performance Target, Vendor will be issued a warning by and a plan will be developed to improve the Service Level Failure within thirty (30) days;

4.1.2. For a second offense with respect to any particular Performance Target, Vendor will be liable to the State for a one percent (1%) rebate on the prior reporting period's fees, "Service Level Credit";

4.1.3. For a third offense with respect to any particular Performance Target, Vendor will be liable to the State for a two percent (2%) rebate on the prior reporting period's fees, "Service Level Credit";

4.1.4. For a fourth offense or any subsequent offense with respect to any particular Performance Target, Vendor will be liable to the State for a three percent (3%) rebate on the prior reporting period's fees, "Service Level Credit."

4.2. Service Level Credits. Upon the accrual of one or more Service Level Credits, the sum of the corresponding Service Level Credits shall be credited to the State. Vendor shall notify the State if it becomes entitled to a Service Level Credit, which notice shall be included in the monthly performance reports as described in Section 3 (Reporting/Audits). The total amount of Service Level Credits Vendor will be obligated to pay to the State for Service Level Failure(s) occurring each month shall be reflected on the invoice issued in the second month following the reporting period during which the Service Level Failure(s) giving rise to such Service Level Credit(s) occurred. In the event the State does not owe Vendor for any Services or Deliverables for any (3) month period during which it is entitled to a Service Level Credit(s), Vendor will issue a refund to the State.

4.3. Termination for Chronic Service Level Failures. In addition to its termination rights under the Agreement, the State may, in its sole discretion, terminate the Agreement, in whole or in part, or the State may, in its sole discretion, terminate any active Purchasing Instruments, without any further obligation to Vendor, for consistent or recurring Service Level Failures.

4.4. Survival. Service Level Credits due or owing the State shall survive termination of the Agreement.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute these Special Terms and Conditions, which are effective as of the date of last signature below.

STATE OF IOWA
Department of Administrative Services
("State")

By: Randy Worstell

Name: Randy Worstell

Title: Purchasing Agent III

Date: 6/1/2021

AGILE ACCESS CONTROL, INC.
("Vendor")

By: Edwin Smith

Name: Edwin Smith

Title: President

Date: 6/1/2021