**Service Schedule – FivePoint**

This Service Schedule No. [number] is effective as of [date] and is made by [name of customer] ("Customer") and Versaterm Public Safety US, Inc. ("Versaterm") . This "Service Schedule" and its schedules (if applicable) are incorporated into that certain Master Software and Services Agreement dated [date], between Customer and Supplier ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA, " or the "Definitions" as further defined below.

1. **Service Schedule Information**
	1. Software/Subscription Service: [Insert Software/Module]
	2. Authorized Users: [Insert Number of Authorized Users]
	3. Subscription Term: [Insert start date to end date]
	4. Fees:

[Fees table placeholder]

Versaterm shall send invoices to Customer at the following e-mail address: [Insert e-mail address]

Should invoice email address change, Customer shall promptly notify Versaterm.

1. **Definitions**

Any capitalized word or term used in this Service Schedule but not otherwise defined herein shall have the meaning given to it in the Master Software and Services Agreement.

* 1. [placeholder]
1. **License**
	1. **Grant of Access to Software**

Access Grant. During the Subscription Term and subject to the terms and conditions of this Agreement Versaterm hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, right, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Versaterm’s Platform, solely to support Customer’s normal course of business, as configured by Versaterm in accordance the Agreement (“Licensed Materials”). Customer’s access to the Licensed Materials is limited for use by the number of staff members as set forth in Section 1. Additional fees will apply if Customer desires to add more agencies or other staff members. Civilian workers that are directly employed by Customer may also use the Licensed Materials in accordance with State and Federal CJIS regulations. However, Customer shall not provide any third-party access to the Software or Licensed Materials without Versaterm’s prior written consent.

* 1. **Ownership**
		1. **Customer Data.**
1. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services (“CJIS”) requirements with respect to the Customer Data.
	* 1. In addition to Section 6 of the MSA,it is expressly understood by the parties that any software licensed under this Service Schedule that is owned by Versaterm shall be deemed Successful Respondent IP, as defined in Appendix A, “Standard Terms and Conditions” of the contract between Versaterm and the State of Texas, acting by and through the Department of Information Resources (“State Agreement”). Should Customer provide any feedback, comments, suggestions, ideas, description of processes, or other information (collectively, “Feedback”) to Versaterm concerning the Successful Respondent IP, including any ideas, concepts, know-how, or techniques contained therein, such Feedback, if incorporated, shall be considered part of the Successful Respondent IP. Accordingly, Feedback shall not be regarded as Work Product, as defined in Appendix A of the State Agreement.
2. **Services.** The Parties will execute a Statement of Work (“SOW”) for the initial configuration of the Software and for the integration and connection of the Software to agreed upon data interfaces as set forth in the mutually approved Statement of Work to support the Licensed Materials(s) as delineated in the Attachment(s). If Customer desires additional interfaces, configuration or customization an additional Statements of Work to this Agreement will be entered into and additional fees will apply.
3. **Security.**
4. Versaterm will operate the Services in alignment with NIST and CJIS controls.
5. Versaterm will provide a copy of their internal Statement of Cybersecurity posture prior to entering into this agreement.
6. Versaterm will permanently delete all data and copies of data from its systems when deleted by the Customer, any authorized End User, or as designated in customer-defined retention schedules.
7. **Customer Responsibilities.**

Customer acknowledges that delays not caused by Versaterm may result in additional fees charged on a time and materials basis at the rate of $225.00 per person-hour if such delays require extending or rescheduling Versaterm’s personnel allocated to the corresponding project.

1. **Limited Warranty**
	1. **Services Warranties.** The following service warranty applies to professional services performed for Customer under a SOW attached to this Service Schedule:
2. Versaterm warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the professional services to Versaterm in writing within thirty (30) days of completion of the professional services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 7.1.
3. If the professional services are not performed in a manner consistent with generally accepted industry practices, then Versaterm’s obligation under this service warranty shall be to re-perform the defective professional services at no cost to Customer. For any breach of the services warranty set forth in this Section 7.1, Customer’s exclusive remedy, and Versaterm’s sole liability, shall be the re-performance of the professional services at no cost to Customer, and if Versaterm fails to re-perform the professional services as warranted within the Licensed Materials time mutually agreed upon by Versaterm and Customer, Customer shall be entitled to a refund within thirty (30) days of notice by Customer of the fees paid by Customer to Versaterm for the deficient services and to immediately terminate the particular statement of work without liability.
4. EXCEPT AS SET FORTH IN SECTION 15 OF THE AGREEMENT AND THIS SECTION 7.1, VERSATERM AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO PROFESSIONAL SERVICES PERFORMED HEREUNDER, AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
5. **Service Level Agreement**
	1. **Customer Support.** During the Subscription Term, Versaterm – 5Point product group will provide Customer with the ability to report technical issues 24x7 for the Software/Licensed Materials. Customer may contact at **803-951-2094** or at **support@myfivepoint.com**.
	2. Telephone support shall be available to not more than three (3) named callers. Versaterm – 5Point support includes troubleshooting, basic usability, and navigation assistance. If applicable, Customer agrees to provide Versaterm access to production systems for purposes of customer support.
	3. **Uptime Availability.** 5 Point will maintain 98% total availability of the OnPoint Licensed Materials, including Software, Service, and SaaS to Customer measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less (“Scheduled Maintenance”). Versaterm will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 5PM EST (“Normal Business Hours”.) Emergency repairs will be performed as required and Versaterm will promptly notify Customer of such action.
	4. Recovery Time Objectives. Versaterm will endeavour to provide up to 24-hour recovery and perform daily back-ups.
	5. Data Loss Tolerance Levels. Versaterm will endeavour to provide up to 24-hour recovery for Customer data loss.
	6. **Service Level Definitions**

**Level 1** **Support** provides the following services:

* Forgotten ID’s and passwords
* Account expiry issues (ID and password changes)
* Day-to-day use of the OnPoint Solution
* Connectivity issues including LAN, wireless access from Customer vehicles and Internet access
* Initial triage of the support request to determine the next level of support, if required
* Logging the call and tracking its progress through to resolution

**Level 2 Support** provides the following services which includes a more detailed understanding of the inner workings of the application:

Additional contact with the customer to continue to triage the support request and resolve items such as:

* Data issues including integrity and accuracy
* Problem with data interfaces
* Problems with included third-party components
* Server imbalance
* Performance issue
* Interface with Level 3 support team to help identify a resolution

**Level 3 Support** provides code-level changes to the application:

* Identification and resolution of a software failure which requires a patch or fixes
* Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes.
	1. **Severities**

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| **Severity 1** High Priority Critical | **Definition:**Versaterm Platform down or data unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1. |
| Initial Response Time | All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. Versaterm will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above. |
| Resolution Time | As the resolution time depends on the type of problem or request, it cannot be determined in advance. Versaterm support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Versaterm will provide Licensee with a resolution time (“Resolution Commitment Date”).  |

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| **Severity 2**Medium Priority | **Definition:**Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.  |
| Initial Response Time | All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 5PM EST. Requests will be responded to within 4 hrs during these business hours. Versaterm will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.  |
| Resolution Time | As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Versaterm support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, 5 will provide Customer with a resolution time (“Resolution Commitment Date”).  |

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| **Severity 3**Low Priority | **Definition:**Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Priority Three Defects do not include aborts or loss of data. |
| Initial Response Time | All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 5PM EST. During these business hours, requests will be responded to within 24 hrs. Versaterm will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email. |
| Resolution Time | As the resolution time depends on the type of problem or request, it cannot be determined in advance. Versaterm support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. |

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| **Severity 4** Low Priority  | **Definition:** Enhancement, feature/user request or training. May include password resets or training questions.  |
| Initial Response Time  | All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.  |
| Resolution Time  | Versaterm support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.  |

1. **Other Terms**
	1. **Transition Period before Final Termination.** If this Agreement is terminated and Customer submits a written request to Versaterm for a one-time transition period within thirty (30) days of such termination, Versaterm will continue to provide the Service for up to six (6) months (the “Transition Period”), subject to the terms and conditions of this Agreement. Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus, only if this Agreement was not terminated by Customer for cause, an additional five percent (5%). If Customer requests transition assistance during the Transition Period, Versaterm will provide consulting cooperation and assistance regarding the Service as set forth in a Statement of Work, governed by a professional services agreement, at Versaterm’s then-current rates for professional services unless a different rate is mutually agreed upon by the Parties. Notwithstanding the foregoing, if Versaterm is enjoined from performing, or termination of this Agreement was due to Customer’s breach, Versaterm has no obligation to perform under this section unless it receives (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.
	2. **Transition Consulting Services.** During a Retrieval Period or Transition Period, Versaterm will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer’s internal operations. Such cooperation and assistance will be limited to consulting regarding the Versaterm Service and will be subject to a fee based on Versaterm’s then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Versaterm for Customer’s breach, Versaterm may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.
	3. **Retrieval of Customer Data.** Upon written request by Customer made prior to or upon any expiration or termination of this Agreement, Versaterm will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of sixty (60) days after such expiration or termination (the “Retrieval Period”). If Customer utilizes the Transition Period described above, it will still receive a total of no more than sixty (60) days of non-cost Retrieval Period. After such Retrieval Period, Versaterm will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer’s Tenant; provided, however, that Versaterm will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Versaterm will continue to protect the Customer Data in accordance with this Agreement.  Customer Data will be made available in an industry-standard and Versaterm-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Versaterm by Law. Additionally, during the Term of the Agreement, Customer may extract Customer Data using Versaterm’s standard web services.

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IN WITNESS WHEREOF, the Parties hereto have executed this Service Schedule as of the day and year indicated below.

**Versaterm Public Safety US, Inc.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [name of signer]

Title: [title of signer]

Date: [date]

**Customer**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [name of signer]

Title: [title of signer]

Date: [date]