On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE

SIN 511210 – Software Licenses

OLM – Order Level Materials

Contract number: GS35F321CA

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period: May 11, 2020 to May 10, 2025

Niche Technology, Inc.
629 McDermot Avenue
Winnipeg MB, Canada R3A 1P6
Phone: 00 1 204 786 2400
www.NicheRMS.com

Business size: Small Business
1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s): SIN 511210

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract: SIN 511210, RMS Software Maintenance as a Product - $191.44, page 4.

1c. Descriptions of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: N/A

2. Maximum order: SIN 511210, $500,000

3. Minimum order: $100

4. Geographic coverage: Worldwide

5. Point(s) of production:

Niche Technology, Inc.
629 McDermot Avenue
Winnipeg MB, Canada R3A 1P6

6. Discount from list prices: All GSA prices shown herein are NET, all discounts deducted.

7. Quantity discounts: Shown on price page 4 – Prices shown are NET, discounts deducted.

8. Prompt payment terms: None

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items: None

11a. Time of delivery: 30 days ARO.

11b. Expedited Delivery: Ordering activities should contact Niche Technology, Inc. for expedited delivery availability.

11c. Overnight and 2-day delivery Ordering activities should contact Niche Technology, Inc. for overnight and 2-day delivery availability.

11d. Urgent Requirements: Ordering activities should contact Niche Technology, Inc. to effect a faster delivery.

12. F.O.B. point: Destination.

13a. Ordering address:
13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address:

    Niche Technology, Inc.
    629 McDermot Avenue
    Winnipeg MB, Canada R3A 1P6

15. Warranty provision: One year, see EULA

16. Export packing charges: N/A

17. Terms and conditions of Government purchase card acceptance: See 9a and 9b above.

18. Terms and conditions of rental, maintenance, and repair: N/A.

19. Terms and conditions of installation: N/A.

20. Terms and conditions of repair parts: N/A

20a. Terms and conditions for any other services: N/A.

21. List of service and distribution points: N/A.

22. List of participating dealers: N/A.

23. Preventive maintenance: N/A.

24a. Special attributes such as environmental attributes: N/A.

24b. If applicable, indicate that Section 508 compliance information is available: N/A The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number: 256607375

26. Niche Technology, Inc. is current with SAM registration.

27. Order Level Materials - OLM

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order
level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:
OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:
- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.
### GSA Prices 511210

<table>
<thead>
<tr>
<th>SIN</th>
<th>MANUFACTURER NAME</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>Each UOI</th>
<th>GSA PRICE (inclusive of the .75% IFF) – Each Sworn Officer</th>
<th>WARRANTY</th>
<th>COO</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Niche</td>
<td>RMS01</td>
<td>Records Management System</td>
<td>Records Management System</td>
<td>1-4500</td>
<td>$1,340.05</td>
<td>1 Year</td>
<td>Canada</td>
</tr>
<tr>
<td>511210</td>
<td>Niche</td>
<td>RMS02</td>
<td>Records Management System</td>
<td>Records Management System</td>
<td>4501-7999</td>
<td>$1,148.61</td>
<td>1 Year</td>
<td>Canada</td>
</tr>
<tr>
<td>511210</td>
<td>Niche</td>
<td>RMS03</td>
<td>Records Management System</td>
<td>Records Management System</td>
<td>8000+</td>
<td>$957.18</td>
<td>1 Year</td>
<td>Canada</td>
</tr>
<tr>
<td>511210</td>
<td>Niche</td>
<td>RMS - Maint01</td>
<td>Software Maintenance</td>
<td>Software Maintenance as a Product</td>
<td>1-4500</td>
<td>$268.01</td>
<td>1 Year</td>
<td>Canada</td>
</tr>
<tr>
<td>511210</td>
<td>Niche</td>
<td>RMS - Maint02</td>
<td>Software Maintenance</td>
<td>Software Maintenance as a Product</td>
<td>4501-7999</td>
<td>$229.72</td>
<td>1 Year</td>
<td>Canada</td>
</tr>
<tr>
<td>511210</td>
<td>Niche</td>
<td>RMS - Maint03</td>
<td>Software Maintenance</td>
<td>Software Maintenance as a Product</td>
<td>8000+</td>
<td>$191.44</td>
<td>1 Year</td>
<td>Canada</td>
</tr>
</tbody>
</table>
Niche License Agreement

Dated the XX day of XXXXXX, 20XX

BETWEEN
Niche Technology Inc, a duly incorporated company with its principal offices at 629 McDermot Avenue
Winnipeg MB, Canada R3A 1P6
(herein referred to as “Niche Inc”)

AND
AGENCY, with an address for service at XXXXXXX.
(herein referred to as “Customer”)

WHEREAS:

A. Niche Inc has developed and owns the Niche Police Records Management System and related
software programs (the “Licensed Software”).

B. In partial consideration of Customer agreeing to enter into an agreement for the purchase and
implementation of the Licensed Software (the “Agreement”), Niche Inc has agreed to enter into
this license agreement (“License Agreement”),

C. Customer requires, and Niche Inc wishes to provide, the license to operate the Licensed
Software as set out in the Agreement and this License Agreement;

THEREFORE in consideration of the mutual covenants and agreements contained herein and for other
good and valuable consideration, the sufficiency of which is hereby acknowledged, the Customer and
Niche Inc agree to the following terms and conditions.

1. Grant of License
Niche Inc hereby grants to Customer, subject to the terms and conditions set forth in this License
Agreement, a non-transferable, non-exclusive license (the “License”) to use in perpetuity those parts
of the Licensed Software that have been purchased, in any machine-readable form, for Customer’s
own data processing purposes.

2. Assignment
This License may not be assigned by Customer without the consent of Niche Inc, and any such
consent shall be at the full discretion of Niche Inc except that the license may be assigned to any
statutory successor body to the Customer. No such permitted assignment shall be valid unless the
assignee executes a covenant agreeing to be bound by all the terms and conditions imposed on
Customer under this License Agreement. No such assignment shall relieve Customer or the assignor
from its obligations under this License Agreement unless Niche Inc expressly agrees in writing to the
contrary.

3. Authorized Access
The License allows use of the Licensed Software only to perform the business of the Customer within
the jurisdiction of Customer. Agencies external to the Customer may use the client portions of the
Licensed Software in order to access the Customer’s records. The Licensed Software may not be used
to maintain the records of an agency other than the Customer or to run a service bureau, except as provided below.

4. Size of Jurisdiction
Any increase of 50 or more in the number of sworn officers in the Customer, when compared with the number of sworn officers for whom licenses have been procured, shall require to Customer to procure a license for each additional officer for the fee for additional licenses specified in the Agreement. If the Customer wishes to provide access to the Licensed Software to other agencies to allow those agencies to maintain their own records, additional licenses must be procured as specified in this section for each sworn officer in the other agencies, and the license granted to the Customer to install and use the client portions of the Licensed Software is extended to those agencies.

5. Rights under this License Agreement
This license grants Customer the following rights:

(a) to install an unlimited number of instances of the Licensed Software (production, training, test, etc.) on Customer’s servers; and

(b) to install the Licensed Software on any number of Customer’s client workstations; and

(c) to access the Licensed Software through “thin client” technologies from any number of client workstations and mobile devices; and

(d) to access the Licensed Software through any number of external system interfaces.

6. Ownership and Intellectual Property Rights

(a) The Licensed Software and any copyright or other intellectual property rights of any nature whatsoever in the Licensed Software are and shall remain the confidential, proprietary property and information of Niche Inc or those from whom Niche Inc has acquired a proprietary right in the Licensed Software. The intellectual property rights to any modifications to the Licensed Software whether made by Niche Inc or anyone else, shall become and remain the exclusive property of Niche Inc.

(b) On all materials related to or part of the Licensed Software, excepting operational outputs such as printed reports and pictures, irrespective of the form of such materials such as screen formats, Customer shall, to the extent not previously marked by Niche Inc, place a legend stating that the materials are proprietary and confidential and are not to be disclosed to third persons without the prior written consent of Niche Inc.

(c) Customer shall use the Licensed Software, and shall permit its use by any third person only in accordance with this License Agreement.

(d) Except as otherwise provided, or as required by law, Customer shall not disclose any portion of the Licensed Software in any form to any third person without the prior written consent of Niche Inc.

(e) Customer shall not copy any portion of the Licensed Software without the prior written consent of Niche Inc except:

(i) Customer may make a reasonable number of copies of the Licensed Software for backup purposes as part of normal server and client maintenance and backup procedures; and

(ii) Customer may make a reasonable number of copies of the Licensed Software for the purpose of distribution and installation of the Licensed Software for use by Customer in accordance with this License Agreement.

(f) Customer shall take appropriate action by way of instruction, order or otherwise with its employees to satisfy its obligations under this License Agreement with respect to use, copying, modification and non-disclosure of the Licensed Software.
(g) Customer’s duties under this section shall survive any termination of any other provisions of this License Agreement.

(h) Niche Inc shall ensure that no copyright restrictions or other encumbrances or restrictions exist that may impede the full and free exercise by Customer of its rights under this License Agreement, and Niche Inc shall provide or obtain any required permissions, licenses or waivers which may be necessary to ensure that Customer is fully able to exercise its rights, without any additional cost, expense or fees to Customer over and above the fees payable to Niche Inc.

(i) Notwithstanding any other provision in this License Agreement:

(i) each party acknowledges and agrees that any software, hardware or software or hardware technology, any methodology, procedures, practices, processes and any other know-how of whatsoever nature and kind which belonged to a party (the “Owning Party”) prior to date of execution of this License Agreement (“Pre-Existing Items”) will continue to belong to the Owning Party notwithstanding that such Pre-Existing Items may be incorporated into any part of the Licensed Software;

(ii) each party may use freely and without restriction any ideas, concepts, know-how or techniques generally relating to or developed by either party in the performance of this Licensed Agreement and to authorize others to do so, without cost or charge.

7. Escrow

[Optional – remove if not needed] Niche Inc will place the source code of the Licensed Software in escrow with an escrow agent under the terms of a separate agreement between the Customer, the escrow agent and Niche Inc (the “Escrow Agreement”). Customer may access and use the source code held in escrow only in accordance with the terms of the Escrow Agreement, and the use of the source code shall not alter the obligations and rights that the Customer has under this License Agreement.

8. Termination

9. Indemnification

This License Agreement has been executed by Customer and by Niche Inc on the dates noted below.

AGENCY

Per:  

Name:  

Title:  

Date:  

NICHE TECHNOLOGY Inc
Per: __________________________________________

Name: ________________________________________

Title: _________________________________________

Date: _________________________________________
Niche Standard Service Level Agreement (SLA)

1. SERVICE LEVELS

1.1. SERVICES COVERED WITHIN THIS CONTRACT

The SERVICE PROVIDER will supply the following services to the extent required by the Contract and during the term of the Contract:

- Technical Consultancy;
- Database analysis and diagnostics (via remote access);
- Fault Diagnosis;
- Technical Assistance and Fault Rectification (which shall include Fault Management with associated service levels and performance guarantees);
- Software maintenance support;
- Updates / Revisions.

1.2. SUPPORT ORGANIZATION

The SERVICE PROVIDER will provide a single 24 hour support telephone number for logging all requests for support from the CUSTOMER, together with a fax number and an e-mail address.

The SERVICE PROVIDER will ensure that the support telephone number is monitored on a 24/7 basis including all public holidays, either by on-duty staff or via an automated paging system.

All urgent requests for support (defined as Priority 1 and Priority 2 in the table below) are to be notified by the Customer to the SERVICE PROVIDER’s support telephone. All non-urgent requests (defined as Priority 3 and Priority 4 in the table below) may be notified by e-mail or telephone but not to the 24 hour support number outside normal business hours in Winnipeg, Canada.

The SERVICE PROVIDER will allocate each call a unique reference number, which will be made available to the CUSTOMER and against which all information relevant to the call can be accessed.

The SERVICE PROVIDER will provide technical advice and support as necessary to resolve the CUSTOMER’s difficulties and queries in using the Software and to ensure the CUSTOMER uses the Software correctly and avoids problems. The CUSTOMER will ensure that only authorized CUSTOMER personnel contact the SERVICE PROVIDER (e.g. trainers and support staff, etc.).

The SERVICE PROVIDER will ensure that they retain sufficient in-house skills to continue to maintain and support the Software for the duration of the Contract to a sufficient level to ensure the SERVICE PROVIDER meets the defined service levels of this Agreement.

1.3. SERVICE LEVEL DEFINITIONS

The following service level definitions are used in the management of reported issues once they are logged by the SERVICE PROVIDER service organisation through to closure.

The following definitions of terms are used in setting priority according to the severity of the problem.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Category</th>
<th>Possible Problem Types</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>High</td>
<td>The system is not operational or one or more core business functions are not operational.</td>
</tr>
<tr>
<td>Rank</td>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>2</td>
<td>Medium</td>
<td>The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions.</td>
</tr>
<tr>
<td>3</td>
<td>Low</td>
<td>The system is operational and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, etc.</td>
</tr>
<tr>
<td>4</td>
<td>Nuisance</td>
<td>No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, etc.</td>
</tr>
</tbody>
</table>

1.4. Assigning of calls to categories will be the responsibility of the CUSTOMER, in discussion with the SERVICE PROVIDER. Clearing of a call will require the CUSTOMER’s agreement. Any call can be re-categorised by the CUSTOMER, in discussion with the SERVICE PROVIDER, at any time.

1.5. The provision of an acceptable temporary workaround that ameliorates the business effect of a problem will result in a lowering of the priority of a call. A workaround that essentially removes the negative business impact of a fault will reduce the category to Nuisance.

1.6. Initial response is the first communication (typically by telephone) from the SERVICE PROVIDER in reply to a reported issue indicating its current status and action being taken. This response shall be considered an acknowledgement by the SERVICE PROVIDER that the reported issue is being progressed and work is underway to resolve it. The initial response may be from the SERVICE PROVIDER’s Support Organisation attempting to gather more detailed information or to provide a resolution remotely.

1.7. The response time is the elapsed time from when the call is logged to the Initial Response.

1.8. An initial resolution means that a temporary course of action or outcome of the reported issue has been agreed, which may be a workaround or temporary fix until a permanent solution can be provided. This may be no more than a remedial measure to lessen the severity of the problem and provide more time to investigate and devise a permanent resolution. Where the agreed solution is a temporary work around, an action plan to provide a full solution will be agreed by both parties.

1.9. Resolution means that a permanent course of action or outcome of the reported issue has been agreed. Initial resolution will occur when one or more of the following are agreed:
   - Reported failure corrected or fixed
   - Additional education, explanation or information provided
   - Technical enquiry answered
   - A mutually agreed alternative or work around provided
   - Issue referred back to CUSTOMER or others for resolution
   - Issue requires submission as a Change Control Notice
   - Enhancement to network or other equipment required, this will be identified by the Force Service Desk and directed to the relevant parties.
   - Issue identified as a defect in CUSTOMER equipment or software. This will be identified by the Force Service Desk and directed to the relevant parties for resolution
The resolution time is the elapsed time from when the call is logged to when a resolution is achieved and the call is closed.

1.10. Closure of a call means that the resolution to a reported issue has been delivered or the issue has been abandoned by mutual agreement.

1.11. Calls that are awaiting additional information from the CUSTOMER for more than thirty (30) days and where there is no activity shall automatically be assigned the status of closed.

---

2. PROVISION OF REMOTE SOFTWARE MANAGEMENT, MONITORING AND SUPPORT FACILITIES AND DIAGNOSTIC LOGS

2.1. The SERVICE PROVIDER will gain access to the System for the purpose of monitoring and diagnosis via Remote Access using an Internet-based VPN solution.

2.2. The CUSTOMER is responsible for providing and maintaining this remote access facility.

2.3. The SERVICE PROVIDER will access the software remotely only when requested by the CUSTOMER.

2.4. The SERVICE PROVIDER will apply appropriate security arrangements, as agreed with the CUSTOMER, in relation to remote access to the System and the CUSTOMER’s network and other software and data.

2.5. The CUSTOMER shall provide the SERVICE PROVIDER access to all information required by the SERVICE PROVIDER to diagnose problems, including but not limited to diagnostic logs produced by the Software.

2.6. The preferred means of accessing diagnostic logs is for them to be transferred to the SERVICE PROVIDER’s office (typically encrypted and sent via FTP) for processing and analysis.

2.7. Time is of the essence in providing the SERVICE PROVIDER with access to the logs and other required information.

2.8. If the CUSTOMER’s security or other restrictions prevent transfer of the diagnostic logs to the SERVICE PROVIDER’s office, the CUSTOMER shall provide the SERVICE PROVIDER with a remotely accessible computer of sufficient capacity at the CUSTOMER’s site on which the SERVICE PROVIDER can install and execute any tools required to analyse the diagnostic logs. Such tools shall be subject to examination and approval by the CUSTOMER prior to being installed.

2.9. The CUSTOMER acknowledges that remote analysis of the diagnostic logs is a less efficient process than analysis at the SERVICE PROVIDER’s office and that initial resolution targets in 5.3 are adjusted accordingly.

2.10. The CUSTOMER further acknowledges that remote access to diagnostic logs can be affected by failure of the Internet and that Clause above applies in this case.
3. **FAULT REPORTING**

3.1. Service Cover: 24/7 (including Bank Holidays and Public Holidays)

3.2. High or medium priority issues shall be reported in a telephone call to the SERVICE PROVIDER Service Organisation using the procedure described in the most recent version of the Niche document Production Server Setup and Operation, available on the Niche Technology Inc. FTP or Sharepoint site. The contact information part of the document may be distributed via e-mail from time to time if it has been changed.

3.3. Low or nuisance priority issues shall be reported by e-mail to the following address: support@NicheRMS.com

3.4. Reports shall contain the same information as described in Production Server Setup and Operation for high and medium priority issues.

3.5. Low or nuisance priority issues will not receive an immediate response outside core Niche Technology Inc. business hours of 8:30 to 17:30 Monday to Friday central Canadian time (GMT-6 plus adjustment for summer time). The high/medium priority support voicemail is not to be used to log low or nuisance issues.

4. **CALL PROCESSING**

4.1. The SERVICE PROVIDER Support Organisation is the focal point for logging and monitoring the progress of reported issues through to resolution. The ownership of a reported issue and the responsibility for keeping the CUSTOMER informed will remain with the SERVICE PROVIDER Service Organisation throughout the life cycle of the issue.

4.2. In the event of a fault being identified by the SERVICE PROVIDER as being caused by an aspect of the CUSTOMER’s infrastructure then the SERVICE PROVIDER will as soon as reasonably possible inform the CUSTOMER of this in order to gain agreement with the CUSTOMER that the SERVICE PROVIDER’s assistance will be on a “best endeavours” basis and the resolution and availability targets in sections, Failure to meet response/resolution targets and Failure to meet availability target, (below) will not apply.

4.3. In the initial telephone call the SERVICE PROVIDER’s representative shall determine, with assistance from the CUSTOMER, whether the reported issue is a fault call or a technical support call requiring technical assistance.

4.4. The SERVICE PROVIDER support organisation will provide the caller with the following information on termination of the initial telephone call:

- The unique call reference number (to be used in any further communication about the fault, problem or enquiry);
- Details of what will happen next; and
- Details of further information or action required from the Customer

5. **INITIAL RESOLUTION TARGETS**

5.1. The following targets apply to Fault calls, not Technical Assistance calls:

5.2. The SERVICE PROVIDER will monitor and proactively progress calls against the following targets. All calls that do not meet the following targets within the specified times will be automatically escalated up the SERVICE PROVIDER’s management structure.
5.3. Service Levels: (From the time the call is logged):

<table>
<thead>
<tr>
<th>Priority</th>
<th>Initial Response</th>
<th>Initial resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 – High</td>
<td>30 minutes</td>
<td>6 hours unless otherwise agreed by the customer if diagnostic logs can be processed at the Niche office in Winnipeg, 12 hours if diagnostic logs can be processed remotely at the customer site, best effort if there is no access to diagnostic logs.</td>
</tr>
<tr>
<td>Priority 2 – Medium</td>
<td>30 minutes</td>
<td>1 day unless otherwise agreed by the customer if diagnostic logs can be processed at the Niche office in Winnipeg, 2 days if diagnostic logs can be processed remotely at the customer site, best effort if there is no access to diagnostic logs.</td>
</tr>
<tr>
<td>Priority 3 – Low</td>
<td>Next business day</td>
<td>Best effort practical</td>
</tr>
<tr>
<td>Priority 4 – Nuisance</td>
<td>Next business day</td>
<td>Future Release</td>
</tr>
</tbody>
</table>

In the event of service not being restored for a fault category within the specified time-scale to the satisfaction of the CUSTOMER, the SERVICE PROVIDER will be liable to a service credit.

The CUSTOMER acknowledges that there are some problems, particularly ones of an intermittent nature that do not fit into the service level scheme detailed here. These calls may remain open for long periods (several weeks) of time. The SERVICE PROVIDER agrees to diagnose and fix these problems on a best effort basis. Initial resolution targets and associated service credits do not apply to this type of problem.

5.4. The SERVICE PROVIDER will agree with the CUSTOMER the means by which service is restored. Typically, this will be by a mutually agreed work-around, a correction to data or the issuing of a software Patch.

5.5. The SERVICE PROVIDER will not develop an urgent software Patch or other fix to meet an immediate requirement unless the CUSTOMER first agrees to implement the fix.

5.6. Under normal circumstances, resolution times other than those in the table above will be agreed. In particular, the time allocated for the provision of a software Patch will be determined by the CUSTOMER’s ability or willingness to install that Patch in a particular period of time.

5.7. All faults must be evaluated and resolved in terms of their business impact relative to other work (enhancements or other changes) requested by the CUSTOMER and assigned a priority relative to that other work. This acknowledges the fact that the provision of an enhancement or other change is often more important than the provision of a permanent fix for a fault that has a suitable workaround. This is particularly true of “Low” or “Nuisance” priority faults.

5.8. Unless otherwise agreed, the SERVICE PROVIDER commits to working continuously to resolve High and Medium priority problems.
6. SOFTWARE CHANGES

In the event of a fault being identified within the Software that must be fixed by a software change, the process of delivering a solution will be as follows:

6.1. In the event of the software change being required in order to achieve Resolution as part of the SERVICE PROVIDER’s support service, this will be provided in the form of a Patch as soon as possible in order to meet the defined service levels.

6.2. In all other circumstances, the SERVICE PROVIDER and the CUSTOMER will jointly assess the priority for providing the software change to the CUSTOMER based on aspects such as the nature and scope of the fault, the urgency for a solution, the time and resources required to provide the solution and the timing of the next scheduled software Release. The SERVICE PROVIDER and the CUSTOMER may agree that either an emergency Patch or an additional Release is required to fix the problem.

6.3. Unless otherwise agreed by the SERVICE PROVIDER and the CUSTOMER, fixes will be included in a future (normally the next) Release.

7. SYSTEM AVAILABILITY

7.1. System availability is defined as the fraction of the time that the major business-critical functions of the system are available to users, averaged over a calendar month. As scheduled downtime required to install new versions of the Software, or Patches to the operating system, database server, or other third-party software is not nearly as disruptive to users as unplanned downtime, system availability as defined here explicitly excludes scheduled downtime. The following calculation will be used:

\[ A = \frac{(T_p - T_s - T_u)}{(T_p - T_s)} \times 100\% \]

where

- \( A \) is the availability of the system (expressed as a percentage)
- \( T_p \) is the total amount of time in the measurement period
- \( T_s \) is the total scheduled downtime in the measurement period
- \( T_u \) is the total unscheduled downtime in the measurement period (i.e. Priority 1 problem)

For example, if, in a 30-day month (720 hours), the system had 2 hours of scheduled downtime and 3 hours of unscheduled downtime, the availability would be calculated as:

\[ A = \frac{(720 - 2 - 3)}{(720 - 2)} = 99.58\% \]

The contractual target for system availability is 99.5%.

8. DELAYS AND EXACERBATION OF PROBLEMS

8.1. Any delays in diagnosing and fixing a problem that rest with the CUSTOMER or that are beyond either party’s control are not to be counted in the calculation of the resolution time or period of system unavailability that the SERVICE PROVIDER is responsible for. These delays include:

- Any time before the CUSTOMER first notifies the SERVICE PROVIDER of the problem where such delays are not the fault of the SERVICE PROVIDER.
- Any time after notification during which the SERVICE PROVIDER is unable to contact the appropriate CUSTOMER personnel who logged the problem or are handling the problem where such delays are not the fault of the SERVICE PROVIDER.
- Any time spent waiting for the enabling or repair of remote access or remote diagnostic log analysis facilities at the CUSTOMER site, where such delays are not the fault of the SERVICE PROVIDER.
- Any time spent waiting for any requested logs or other debugging information or test results to be provided, where performance of such tests and/or delivery of logs or results are unreasonably delayed by CUSTOMER personnel.
- Any unreasonable delays whilst waiting for CUSTOMER personnel to install a successful fix or workaround supplied by the SERVICE PROVIDER.
- Failure of the CUSTOMER to properly perform emergency operating procedures or problem diagnosis procedures as specified by the SERVICE PROVIDER, where the CUSTOMER has agreed to properly perform such procedures following the occurrence of a particular fault or problem. The customer’s agreement to perform such procedures shall not be unreasonably withheld.
- Failure of the CUSTOMER to provide a complete and accurate description of the problem including any error messages generated by the system, circumstances or user actions generating the problem, error and audit logs, or other information required by the SERVICE PROVIDER to fully understand and reproduce the problem.

8.2. It is expected that the restoration of service is of the highest priority for both the CUSTOMER and the SERVICE PROVIDER, and that both parties will work continuously to resolve the problem. Therefore, any delays created by CUSTOMER personnel due to lack of access to the required facilities, either in person or remotely, difficulties in contacting CUSTOMER personnel during problem diagnosis or resolution, failures by CUSTOMER personnel to adequately resource the problem resolution process, or delays incurred by CUSTOMER’s personnel who lack appropriate knowledge or training in the application, database, operating system or network operation, shall not be counted in the calculation of resolution time or system unavailability that the SERVICE PROVIDER is responsible for.

8.3. Any time spent by CUSTOMER personnel to perform a test, transfer a file, install a Patch, or perform any other procedure during problem diagnosis and resolution that exceeds the time required to execute the required commands and transfer the appropriate data shall be considered an “unreasonable” delay and shall not be counted in the calculation of resolution time or system unavailability that the SERVICE PROVIDER is responsible for.

8.4. Any delays imposed by CUSTOMER procedures, including security procedures, that require the processing or vetting of logs or other data prior to transfer to or from the SERVICE PROVIDER, shall not be counted in the calculation of resolution time or system unavailability that the SERVICE PROVIDER is responsible for.

8.5. System unavailability that is exacerbated by the CUSTOMER’s system operating procedures, including but not limited to failure to configure services to automatically restart, failure to monitor system status, availability and performance, failure to properly apply password changes to services, and failure to promptly notify the SERVICE PROVIDER when assistance is required to restore system operation, and other similar actions. The increased system downtime that results from these procedures shall not be counted in the calculation of system unavailability that the SERVICE PROVIDER is responsible for.

8.6. System unavailability that is due to failures or incorrect configuration of network, hardware, operating system or third party software shall not be counted in the calculation of system unavailability that the SERVICE PROVIDER is responsible for.

8.7. System unavailability that is due to changes in system configuration or usage patterns made by the CUSTOMER without proper understanding and testing of the implications of such changes shall not be counted in the calculation of system unavailability that the SERVICE PROVIDER is responsible for.
8.8. The CUSTOMER is responsible for tracking and documenting system availability statistics for the purpose of claiming service credits, and shall provide the SERVICE PROVIDER with an update of the tracked system availability statistics whenever a failure occurs.

8.9. Unless otherwise agreed, the CUSTOMER must report every instance of High and Medium priority faults, including transient ones, to the SERVICE PROVIDER immediately. Low priority and intermittent anomalous behaviour must be reported using the normal Low priority reporting procedure. The reason for this requirement is that these faults may indicate the existence of a more serious underlying problem that may manifest itself as a system failure (High priority problem) at some point in the future. Failure by the CUSTOMER to adhere to this requirement shall relieve the SERVICE PROVIDER from payment of service credits that would otherwise result from a system failure or failures resulting from a root cause determined to have been related to any unreported failures or anomalies.

9. SOFTWARE MAINTENANCE

9.1. There will be two types of software change provided by the SERVICE PROVIDER:

   (1) A Patch: a software update issued to resolve a fault. This will be provided to the CUSTOMER within the specified service response time.
   (2) A Release: a scheduled software maintenance Release.

9.2. All Patches and Releases will be implemented only with the prior agreement of the CUSTOMER. The CUSTOMER reserves the right to decide when to implement a Patch or a Release.

9.3. The method of delivering a Patch or Release will be agreed between the SERVICE PROVIDER and the CUSTOMER.

9.4. A Release will be one or more of the following:

   - A grouping of Patches implemented as a Release for efficiency purposes.
   - An improved or updated version of the Software. A Release will include all issued Patches since the previous Release.

9.5. Prior to implementation, the SERVICE PROVIDER is to provide the CUSTOMER with a description of any adverse effects of, and advice on the implementation of, each Patch/Release.

9.6. The SERVICE PROVIDER will perform comprehensive Factory Testing on all Releases prior to issuing them to the CUSTOMER.

9.7. The SERVICE PROVIDER will provide the CUSTOMER with sufficient assistance, support and advice to enable the CUSTOMER to implement Patches and Releases in an efficient and cost-effective manner and with minimum disruption.

9.8. In the event of the CUSTOMER deciding to delay the implementation of a Patch or Release that has been issued by the SERVICE PROVIDER and has been signed-off as acceptable by the CUSTOMER, then the SERVICE PROVIDER will not be responsible for any faults or loss of Software availability that would have been prevented by the implementation of the Patch or Release.

9.9. When the CUSTOMER implements a new Release, then such a Release shall thereby become the current Release.

9.10. The SERVICE PROVIDER will virus check all software Patches or Releases using an up-to-date, comprehensive virus checking facility, prior to dispatch of the software to the CUSTOMER or remote installation of the software.

10. APPLICATION SOFTWARE RELEASES

10.1. The SERVICE PROVIDER will notify the CUSTOMER of any improved or updated versions of the
Software, which the SERVICE PROVIDER will from time to time make. Together with this notification, the SERVICE PROVIDER will provide the CUSTOMER with an explanation of the nature, adverse effects, any cost implications and an implementation plan of such a Release. Such explanation will be sufficient to enable the CUSTOMER to judge whether the new Release will be appropriate to the CUSTOMER’s requirements.

10.2. The SERVICE PROVIDER will continue to provide bug fix support for at least the current and one agreed previous Release of the Software.

11. EVALUATION OF A RELEASE

11.1. Should the CUSTOMER wish to evaluate a new Release, then the CUSTOMER will notify the SERVICE PROVIDER in writing accordingly. Upon receipt of such notification, the SERVICE PROVIDER will deliver to the CUSTOMER as soon as reasonably practicable the new Release in machine-readable form, together with:

11.1.1. Any amendments to the Software documentation and operational procedure documentation that shall be necessary to describe and enable proper installation and use of the improved facilities and functions of the new Release.

11.1.2. Any training implications together with updates to any supplied training material.

12. SOFTWARE ENHANCEMENTS

12.1. The CUSTOMER may from time to time request the SERVICE PROVIDER to carry out Software changes or enhancements. The SERVICE PROVIDER will, if the change is practicable, advise the CUSTOMER on the:

12.1.1. Nature of the improvements including any adverse effects that the enhancements may be expected to have, including in particular any expected degradation in performance. This should contain sufficient information to enable the CUSTOMER to judge whether the enhancement will meet the CUSTOMER’s requirements.

12.1.2. An explanation of any likely adverse effects to the Software changes.

12.1.3. Training implications and any cost implications.

12.1.4. Implications of a proposed enhancement on this Contract including maintenance charge.

12.1.5. The number of days following placing of an order before a proposed enhancement could be delivered.

12.1.6. Should the CUSTOMER wish to go ahead with the change/enhancement, the CUSTOMER will inform the SERVICE PROVIDER in writing. On receipt of such notification, the SERVICE PROVIDER will prepare the software changes required to fulfil the change as soon as is reasonably practical.

12.1.7. The SERVICE PROVIDER will perform comprehensive Factory Testing on the change/enhancement prior to issuing the changes as a Release to the CUSTOMER.

12.1.8. Upon request from the CUSTOMER or as agreed by the National User Group, the SERVICE PROVIDER shall from time to time make such modifications to the Software in order to ensure that the Software conforms to any change of legislation or new legal requirements that affect the application of any function or facility within the Software. The SERVICE PROVIDER shall implement the modifications to the Software either as a Patch to the Current Release or as a new Release as soon as reasonably practicable thereafter.

12.1.9. The SERVICE PROVIDER shall provide such other configuration and enhancements
to the software as may be agreed with the CUSTOMER

12.1.10. The SERVICE PROVIDER may, at its own discretion, limit the scope or nature of any configurations or enhancements to the software, requested by the CUSTOMER, if the SERVICE PROVIDER, acting reasonably, deems that such configurations or enhancements fall outside the scope of the Commercial Off-The-Shelf Niche RMS product. Where the SERVICE PROVIDER uses this discretion, the CUSTOMER and SERVICE PROVIDER will strive to find a mutually agreed way forward that is satisfactory for both parties.

12.1.11. The SERVICE PROVIDER reserves the right to postpone the implementation of any configuration or enhancement if:

- The SERVICE PROVIDER determines that more analysis is required to adequately describe the requested configuration or enhancement, in which case the SERVICE PROVIDER and the CUSTOMER will jointly perform the required analysis, until, in the opinion of the SERVICE PROVIDER’s Project Manager in consultation with the CUSTOMER’s Project Manager, it adequately describes the requested configuration or enhancement; or
- The SERVICE PROVIDER determines that the requested configuration or enhancement is better implemented as part of a future version of the product, except where the configuration or enhancement has been requested in response to a change in legislation. The CUSTOMER’s use of the product shall not be inhibited in such circumstances where there is a delay in implementing a configuration or enhancement.

13. FAILURE TO MEET RESPONSE/RESOLUTION TARGETS

The following amounts will be credited:

13.1. In the event of service not being restored within the target time specified, and no extension to the contracted target time has been proposed by the SERVICE PROVIDER and agreed by the CUSTOMER, for every additional 8 hours which passes at the end of which service has still not been restored for faults associated with Software

<table>
<thead>
<tr>
<th>Category</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>2%</td>
</tr>
<tr>
<td>Medium</td>
<td>1%</td>
</tr>
<tr>
<td>Low</td>
<td>Nil</td>
</tr>
<tr>
<td>Nuisance</td>
<td>Nil</td>
</tr>
</tbody>
</table>

13.2. The percentage amount will be calculated as the percentage of the agreed charges for support defined at Schedule XX

13.3. If a Software fault is part of, or included in, a related group of faults, the credit will apply to the group as though it were a single fault. In such cases, target times for the group will be based on the earliest reported fault within the group.

14. FAILURE TO MEET AVAILABILITY TARGET

Service Performance Regime for loss of availability.:

<table>
<thead>
<tr>
<th>% Monthly System Availability</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.40%</td>
<td>5% Credit</td>
</tr>
<tr>
<td>Less than 99.15%</td>
<td>10% Credit</td>
</tr>
</tbody>
</table>
14.1. The percentage amount will be calculated as the percentage of the agreed charges for support defined at Schedule XX

14.2. Average system availability of less than 95% in any calendar month, where failure to take appropriate action by CUSTOMER’s personnel has not contributed to such loss of availability, and, in particular, the CUSTOMER has taken all such appropriate and relevant action in terms of this Contract to provide the SERVICE PROVIDER with such information as would have prevented or reduced the loss of availability, then such loss of availability shall constitute a material breach giving rise to CUSTOMER’s right to terminate the Contract and/or to claim damages for breach of contract, which damages may include all CUSTOMER’s costs of instituting work-arounds for such a level of system non-availability.

14.3. Total service credits incurred in any one month shall not exceed 50% of the total monthly support charge for the said month.

15. CONDITIONS IMPOSED ON DELIVERED SERVICES

15.1. The SERVICE PROVIDER will perform all services requested in accordance with its own Quality standards.

15.2. The SERVICE PROVIDER will ensure the performance of all sub-contracted services if relevant in accordance with this same Quality standard.

15.3. The SERVICE PROVIDER will ensure at all times during the performance of the above services, that professional resources applied in the delivery of the Contract are covered by insurance as is required.

15.4. The SERVICE PROVIDER will only discharge resources to the CUSTOMER’s premises that have been vetted in accordance with the procedures adopted by the CUSTOMER.

15.5. The SERVICE PROVIDER’s staff will wear the identification badges provided to them by the CUSTOMER at all times whilst on the CUSTOMER’s Premises.

15.6. The SERVICE PROVIDER shall assume responsibility for making good any damage caused to CUSTOMER property by members of the team under its control.

15.7. The CUSTOMER will insist upon its right to demand the replacement of any of the SERVICE PROVIDER’s resources, or that of any relevant sub-contractor, in the circumstances that this resource is either guilty of criminal negligence whilst on site or is convicted of any criminal offence subsequent to vetting having been approved by the CUSTOMER.

15.8. The SERVICE PROVIDER will ensure that none of its staff, or that of any sub-contractor, will arrive at any CUSTOMER Premises without prior notification.

15.9. The CUSTOMER will ensure that none of its staff will arrive at the SERVICE PROVIDER’s premises without prior notification.

15.10. The SERVICE PROVIDER will agree to work in co-operation with any other supplier to the CUSTOMER where such co-operation is required for the successful delivery of a fully operational Niche Police Records Management System.

16. CUSTOMER’S RESPONSIBILITIES

16.1. The CUSTOMER shall discharge in a timely manner all of the obligations which are the responsibility of the CUSTOMER in terms of this Contract.

16.2. The CUSTOMER shall comply with all reasonable requests made by the SERVICE PROVIDER for
information which is necessary for the SERVICE PROVIDER to fulfil its obligations under this Contract.

16.3. The CUSTOMER shall provide the SERVICE PROVIDER’s staff, when on site, with the following facilities at its Police Headquarters in XXXXX

- One desk;
- A power supply;
- One telephone socket;
- Appropriate meeting facilities when required;
- A parking space, for use by the Contractor’s staff at the Headquarters Building in XXXX although there may be occasions when this is not possible.
Niche Acceptance Procedures

1 ACCEPTANCE OF THE SOFTWARE

1.1 The SERVICE PROVIDER and Customer shall carry out Factory Acceptance and Site Acceptance Tests in compliance with this Schedule to confirm that each part of the Software is in accordance with the Specification and delivers the required functionality agreed between the Parties. The SERVICE PROVIDER shall be responsible for undertaking Factory Acceptance Tests and the Customer shall be responsible for the completion of the Site Acceptance Tests.

1.2 Factory Acceptance Testing (FAT)

1.2.1 The SERVICE PROVIDER shall undertake Factory Acceptance Testing (FAT) of the Software prior to the release of the Software to the Customer. It will include testing of the following:

1.2.1.1 Core Software functionality testing to ensure the Software is free from functional errors and is fit for purpose;

1.2.1.2 Configuration and accessibility of legacy data loaded as part of any back record conversion process;

1.2.1.3 Import and correct configuration of gazetteer information supplied by the Customer;

1.2.1.4 Configuration of constrained vocabularies and other “reference data”;

1.2.1.5 On-line help facilities;

1.2.1.6 Security and data control access configuration;

1.2.1.7 Audit logging and log enquires;

1.2.1.8 Software and database housekeeping procedures including start-up/shut-down;

1.2.1.9 Software and gazetteer administration facilities; and,

1.2.1.10 Remote access infrastructure as agreed between the SERVICE PROVIDER and Customer.

1.3 Site Acceptance Testing (SAT)

1.3.1 The SERVICE PROVIDER shall deliver a base release of the Software to the Customer for Site Acceptance Testing.

1.3.2 The SERVICE PROVIDER shall be responsible for providing support to the Customer’s site acceptance testing process. This shall include:

1.3.2.1 Providing advice and guidance to Customer’s staff carrying out technical and functionality testing (including interoperability of the Software with the Customer’s existing IT infrastructure, applications and software);

1.3.2.2 Advising on any questions or issues arising from the SAT process;

1.3.2.3 Remotely accessing the Software for the purpose of carrying out monitoring of Customer testing;

1.3.2.4 Providing diagnostic information if relevant; and,

1.3.2.5 Providing overall quality assurance of the Customer’s SAT process to ensure that the Software is fit for live operation.
1.3.3 The SERVICE PROVIDER will be responsible for supporting, as appropriate, the following Customer SAT testing to confirm that:

1.3.3.1 All Hardware is correctly installed, configured and working;
1.3.3.2 All Software is correctly installed, configured and working;
1.3.3.3 All supplied network connections and components are correctly installed, configured and working;
1.3.3.4 Remote access is correctly installed, configured, secure and working;
1.3.3.5 Software fail-over and recovery is correctly configured and working;
1.3.3.6 LEDS/NCIC Access facilities implemented by the Customer to integrate with the Software are configured and operate correctly;
1.3.3.7 All Software and database housekeeping, monitoring, maintenance procedures, as defined in this Agreement, are working correctly, and the appropriate and correct documentation supplied to the Customer;
1.3.3.8 The Customer’s technical and support staff have been adequately trained and/or briefed to enable them to carry-out their responsibilities as defined in the Agreement;

1.4 The SERVICE PROVIDER and the Customer shall collaborate jointly on the following Site Acceptance Testing of the Software performance to confirm:

1.4.1 All interfaces to the Customer’s infrastructure and applications are working;
1.4.2. The ability to view data loaded as part of any back record conversion Process;
1.4.3 The correct operation of the Software and required reference data and release upgrade process; and,
1.4.4 All reference data is correctly loaded;

1.5 The SERVICE PROVIDER shall advise on the minimum speed of the wide area network (WAN) necessary to run the Software. The Customer will be responsible for testing the performance of the Customer’s network.

1.6 Test Plan

1.6.1. The Customer will provide a high level test plan for Site Acceptance Testing. This test plan will include testing that covers not only the Software, but also any relevant interfaces and third party Software.
1.6.2. The scope of testing will be agreed by both parties
1.6.3. The test plan will be drafted by the Customer.

1.7 Test Scripts

1.7.1. The Customer shall prepare a series of test scripts that will enable key aspects of Software functionality to be tested
1.7.2. The Customer may collaborate with other Niche RMS user forces in the development of generic test scripts.
1.7.3. The SERVICE PROVIDER shall provide guidance on the Customer’s test scripts to ensure the Software is adequately tested prior to go-live.

1.8. Test Reporting
1.8.1. The SERVICE PROVIDER and the Customer shall agree a standardised format for fault reporting to the SERVICE PROVIDER.

1.8.2. The Customer and SERVICE PROVIDER shall review fault report logs by either telephone-conference call or by review on site by SERVICE PROVIDER employee(s).

1.9 Test Personnel

1.9.1 The Customer shall:

1.9.1.1 Provide personnel for Site Acceptance Testing;

1.9.1.2 Ensure the testing personnel have an understanding of the Software functionality;

1.9.1.3 Ensure the testing personnel have received training on the Software prior to testing, and

1.9.1.4 Ensure the testing personnel are familiar with the functional requirements of the Software.

1.10 Final Acceptance

1.10.1. Within a reasonable time agreed between the parties of the Software being delivered to the Customer, the Customer shall test the Software. The Software will be accepted only at such time as the Customer shall determine that the Software is fully functional and to the satisfaction of the Customer (acting reasonably) and the Software is signed-off by the Customer Project Manager.

1.10.2. In the event that during the Acceptance testing the Customer determines there are errors and/or deficiencies in the Software delivered, the Customer shall notify the SERVICE PROVIDER in writing of such errors or deficiencies and the Customer shall provide sufficient documentation to enable the SERVICE PROVIDER to recreate the errors and/or deficiencies or otherwise provide documented information demonstrating that an error occurred together with information describing applicable circumstances. The SERVICE PROVIDER will correct such errors and deficiencies within a reasonable period of time agreed between the parties, all without cost to the Customer.

1.10.3. The Customer, within a reasonable time agreed between the parties following the delivery of each error and/or deficiency correction, shall verify that the errors and/or deficiencies have been corrected to the satisfaction of the Customer and that the Software is satisfactory to the Customer. If the Customer determines that any error and/or deficiency has not been corrected, or that the correction has resulted in further errors and/or deficiencies, the SERVICE PROVIDER shall correct such errors and/or deficiencies within a reasonable period of time agreed between the parties and the Customer shall have a further period of time in which to verify that the error and/or deficiency has been corrected.

1.10.4 The foregoing process shall be repeated at the Customer’s option until all reported errors and deficiencies have been corrected to the Customer’s satisfaction, all without cost to the Customer.

1.10.5. Software that has not been ‘Accepted’ may be used for testing purposes only; it may not be used in a live environment.

1.10.6. When the software has passed the Acceptance Tests the SERVICE PROVIDER shall be entitled to apply to the Customer for the issue of the Acceptance Certificate and the Customer shall issue such Certificate within 7 days of an application, which the SERVICE PROVIDER was entitled to make.
1.10.7 If the Software shall fail, persistently and repeatedly, to pass the Acceptance Tests and any repeat Acceptance Tests as provided for in this Schedule the Customer shall be entitled by written notice to the SERVICE PROVIDER to reject the software as not being in conformity with the Agreement and terminate the Agreement.