



Exhibit C

Service Level Agreement (SLA)

For

Sonoma County

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1 General Overview

This is a Service Level Agreement (“SLA”) between NEKO Industries, Inc (NEKO) and the Sonoma County (COUNTY) to document:

- The technology services NEKO provides to COUNTY.
- The general levels of response, availability, and maintenance associated with these services
- The responsibilities of NEKO as a provider of these services and of COUNTY as receiving the services
- Processes for requesting services

This SLA covers the period from 8/3/2021 to 8/2/2026 and will be reviewed and revised at the end of this period. This SLA covers Software Maintenance and Telephone Support for the Hyland OnBase Maintenance fee of 20% annually. Future Hyland Increases to annual maintenance will not exceed 3%.

1.1 Software Maintenance and Telephone Support

NEKO Industries and Hyland Software provide premium technical support and maintenance program to its user base including standard 12/5/365 support and by scheduled 24/7/365 support. NEKO Industries Inc. recognizes the mission critical information and time frames that public sector customers are experiencing and has created a support infrastructure to accommodate. NEKO and Hyland’s government customers are assigned dedicated vertical specific technical support teams that are fluent in the language and processes of the industry. OnBase provides an emergency access license for instances where mission critical information is required, thus insuring access at all times regardless of available licenses.

OnBase Maintenance is calculated at 20% of the price of software and is charged on an annual basis. This provides unlimited access to 24/7/365 technical support, access to upgrades at no additional charge, and any applicable service packs and bug fixes.

2 Service Description

2.1 Service Scope

The NEKO Software Maintenance Program was established to satisfy your ECM software and hardware maintenance requirements. With a single phone call, your ECM software and supported hardware problems will be diagnosed and the appropriate party dispatched to restore your system to its original state.

In addition to ensuring upgrade and manufacturer support, NEKO will take the first call and triage the problem. If it cannot be solved on the phone then we will escalate to the manufacturers as required. The objective is to provide one call to NEKO for any ECM software or supported hardware related issue. If hardware (includes all items listed in Appendix A) NEKO will dispatch the appropriate technician. NEKO will partner with Kodak Professional Services for the onsite next day support of the listed hardware. NEKO will also secure the appropriate support agreements with Hyland Software and Kofax for their OnBase and Capture products respectively.



NEKO is also offering Remote Support function via WebEx whereby we can with the assistance of end-user, providing direct support to a problem PC or server while maintaining all county security and supporting your current firewall configuration.

Hardware Contract Service Summary:

Support Level	Included	Service Offering
On-site with one PM	Yes-NexSan Only.	<ol style="list-style-type: none"> 1. On-Site Support response time shall be next-business day from initial service call. (on all calls placed prior to 3:00pm previous day) 2. Full On-Site Support shall be available M-F from 7:30am-5:30pm (Pacific Time) 3. Full telephone Support shall be available M-F from 7:30am-5:30pm (Pacific Time) 4. Preventative Service (PM's) to be scheduled up to 10 days in advance. 5. All travel charges inclusive.

Software Contract Service Summary:

Support Level	Included	Service Offering
Basic	Yes	<ol style="list-style-type: none"> 1. Real Time Support Call Intake for IT and Super Users. 2. Issue Manager Ticketing System for IT and Super Users. 3. 30 min response to "Critical" issues. 4. 8 hr response time for non-critical issues. 5. Software Support shall be available M-F from 8:00am-5:00pm (Pacific Time). 6. Program includes managed escalation support by NEKO. 7. All maintenance of supported software shall include all manufacturer updates and enhancements currently available and will include support for new development as necessary to maintain system.
Premier	Yes	<ol style="list-style-type: none"> 1. System Triage for supported hardware and software. 2. Extended Hour Software Support shall be available by schedule only. 3. WebEx Software Support included to cut down cost of potential on-site charges. 4. Program includes dedicated support person that is familiar with Customer's ECM environment. 5. Personal Call to clarify issue as needed to expedite the process. 6. Follow-up contact to ensure call was closed satisfactory.
Premier Options	Yes – additional Maintenance Charge No	<ol style="list-style-type: none"> 1. Installation of Hyland/Kofax patches on Server and test. workstation for COUNTY Deployment. (If Dev/Test system has been deployed and covered). 2. Application Software Onsite support provided as needed on a T&M* (Time and Material basis). 3. New Server Moves/Builds or Complete Scheduled Server.



	Yes – additional Maintenance Charge	(excluding non-break fix. A break fix would be a restore from backup) reinstalls are not included and will be quoted at fixed cost to customer.
	Yes – additional Maintenance Charge	4. Maintenance of Secondary Test or Development Server. This includes Synchronization of Test server to match production.
	No	5. Full Server Support (Maintain and oversee Server OS, SQL & Network Security). In-place Application upgrades applied. Triage and recommend solution for workstation issues. Customer IT staff performs.



2.2 Assumptions

- Services provided by NEKO are clearly documented in Annual Maintenance Quotation.
- OnBase upgrades of the server and sample workstations are included in this SLA. As associated with a special Server Upgrade Line Item in Annual Maintenance Quotation.
- Workstation rollout and OS upgrades and patches are outside the scope of this agreement unless specifically stated elsewhere.
- System Enhancements and/or new functionality will be negotiated on a service-by-service basis
- Changes to services will be communicated and documented to all stakeholders via an approved amendment of the SLA
- Service will be provided in adherence to any related policies, processes and procedures. Policies, processes and procedures will be provided and negotiated prior to contract signing.
- Scheduling of all service-related requests will be conducted in accordance with service descriptions.



3 Roles and Responsibilities

3.1 Parties

The following Service Owner(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Stakeholder	Title / Role	Contact Information *
Jim Mckenney	Project Manager, COUNTY	Jim.McKenney@sonoma-county.org (707)565-8203
Ron Hofhenke	NEKO Account Manager	rjh@nekoind.com 916-774-7125
John Edmondson	NEKO Escalation Manager	jhe@nekoind.com 916-774-7125
Matt Hofhenke	NEKO Account Manager	mjh@nekoind.com 916-774-7125

*NOTE: Availability is defined in Section 5: “Hours of Coverage, Response Time & Escalations.” All *first calls* to be into main NEKO line, cell phone numbers are not to be used unless specified in this section.

3.2 NEKO Responsibilities

NEKO’s responsibilities and/or requirements in support of this Agreement include:

- Meet response times associated with the priority assigned to issues and service requests.
- Appropriate notification to Customer for all scheduled maintenance as set forth in section 6.
- Effectively escalate issues to second level service providers as required.
- Actions defined in Appendix A.
- Implement and maintain defined processes to deliver these service levels.

3.3 COUNTY Responsibilities

COUNTY responsibilities and/or requirements in support of this Agreement include:

- Availability of customer representative(s) when resolving a service-related incident or request.
- Actions defined in Appendix A
- Communicate specific service availability requirements.
- Maintain VPNs and access to all OnBase Servers for NEKO.

4 Requesting Service

There are three methods of contacting NEKO for all requests.



4.1 Online / IT Request (<http://NEKOsupport@nekoind.com>) ** only allowed at additional cost from customers where Help Desk staff manage first level service calls, and then dispatch to NEKO.

By utilizing the web, your request will be automatically associated with your organization and visible to all authorized COUNTY and NEKO personnel. Requests made via the web will be processed during normal hours of operation. Using IT Request via the web interface is the most efficient method to log and process incidents. A help desk manager will follow-up to clarify the details of the request, if required, prior to contact by assigned technician.

4.2 Phone (916-774-7125, Ask for Customer Service)

A Help Desk Manager will take your call, record the needed information soliciting clarification where required. A ticket will then be opened on Support.nekoind.com and assigned to a technician.

Phone service is available during normal hours of operation. Messages left during off hours will be processed the next business day.

4.3 Email (CustomerSupport@nekoind.com)

Requests submitted via email to CustomerSupport@nekoind.com will automatically be registered and a ticket opened on Support.nekoind.com. A Help Desk Manager will contact the requestor for additional information or clarification as required before assigning to a technician

Email requests will be processed during regular business hours.

*Contact directly to a NEKO representative may delay response times and proper tracking.

5 Hours of Coverage, Response Times & Escalation

5.1 Hours of Coverage

- The Support Center hours of operation are 8:00 AM to 5:00 PM PST, Monday – Friday except federal holidays and announced NEKO closures. Customers may use any of the methods of contact as stated in Section 4.
- Tickets via the web interface and email can be sent 24 hours a day, 7 days a week and will be processed during the next business day. Using IT Request via the web interface is the most efficient method to log and process incidents.
- Previously scheduled services may be performed after hours or on weekends
- Any request requiring a restart of COUNTY hardware will be performed after 6:00 pm M-F or anytime on weekends.

5.1.1 Incident Response

For responses to requests, NEKO will respond to requests within 30 minutes for critical items and within 8 business hours for non critical items. Critical items must be called in as outlined in Section 4 to be eligible for 30 minutes response times.

5.1.2 New Service or Enhancement Request (ER)

An Enhancement Request (ER) means a request is made by COUNTY to NEKO for a service not deemed to be considered maintenance of the system. ERs may be processed during normal



hours of operation via any of the methods outlined in Section 4 and will be responded to with an estimate of time to complete the request and any fees associated with the request.

5.2 Escalation

If you are not satisfied with the level of service on a request, contact your Account Manager or the Escalation Manager. They will categorize and process your input as appropriate and will respond to you with the action taken.

5.3 Information

If you have a question about a service, IT need or technology phone, email or use IT Request. The Support Center will route your ticket to the appropriate area.

5.4 Service Exceptions to Coverage

Exception	Parameters	Coverage
<i>Federal Holidays</i>	<i>N/A</i>	<i>No coverage</i>
<i>CA State holidays</i>	<i>N/A</i>	<i>Minimal coverage, server down situations only. Announcement of NEKO will be made at least 7 days in advance.</i>

6 Maintenance and Service Changes

The Change Management process at NEKO minimizes unintended service disruptions or other impacts to the customer as a result of changes in the production environment. NEKO does this by monitoring, managing, and evaluating changes to maximize the service benefits to the customer, while minimizing the risks involved in making those changes.

There are three categories of service changes:

- **Planned Maintenance:** Planned service maintenance is approved work that is planned and scheduled prior to the change. The NEKO technician or Account Manager will communicate (as needed) to the appropriate audience prior to the scheduled change.
- **Unplanned Maintenance:** Unplanned service maintenance is priority work that is unplanned due to an urgent repair to prevent failure or resume normal processes. Unplanned service outages will be given priority (and communicated immediately) on a case-by-case basis depending on the type and urgency of the service failure.
- **Emergency Service Change:** An emergency service change is defined as a service failure that affects the entire ECM system or a significant number of users require immediate resolution. The NEKO Technician reports all emergency service changes to the appropriate personnel at both NEKO and COUNTY to determine the necessary communication steps. Emergency service announcements are communicated the day of the service interruption.



7 Reviewing and Logging

The ECM system requires regular oversight to ensure system is operating at peak efficiency. This section outline what functions should be reviewed on a regular basis.

7.1 System Maintenance Logging

7.1.1 Daily/Weekly Tasks

Daily Tasks

Server	Confirm	Report	Responsible Party
Server Check daily back-up logs.	No skipped files or errors?	Anomaly Report	ISD

Weekly Tasks

Server	confirm	Report	Responsible Party
Server Check the Windows event log.	Abnormal warnings or errors?	Anomaly Report	ISD
Check the OnBase event log.	Abnormal warnings or errors?	Anomaly Report	ISD
Check the SQL Server Maintenance Log	Abnormal warnings or errors?	Anomaly Report	ISD
Check System Space	Sufficient space.	Space Report	ISD
Verify System Integrity	Verify database to file system.	Run OnBase Platter Report	ISD
Check Services Production	Ensure services are running; IIS, OnBase, Verity, Workflow Timer	Anomaly Report	ISD
Check Services Development	Ensure services are running; IIS, OnBase, Verity, Workflow Timer, Barcode (prod)		
Check Batch Committals	Service running, no un-committed batches.	Anomaly Report	ISD
Check Batch OCR/PDF Processor	Service running, no unprocessed batches	Anomaly Report	NEKO
Check Workflow Timer Service	Service running, no documents in queue over 1 hour old.	Anomaly Report	NEKO



7.2 SLA Reviews

This Agreement is will be reviewed annually or as otherwise needed.

NEKO is responsible for facilitating annual reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. NEKO will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

8 Signatures

NEKO

Date

Customer

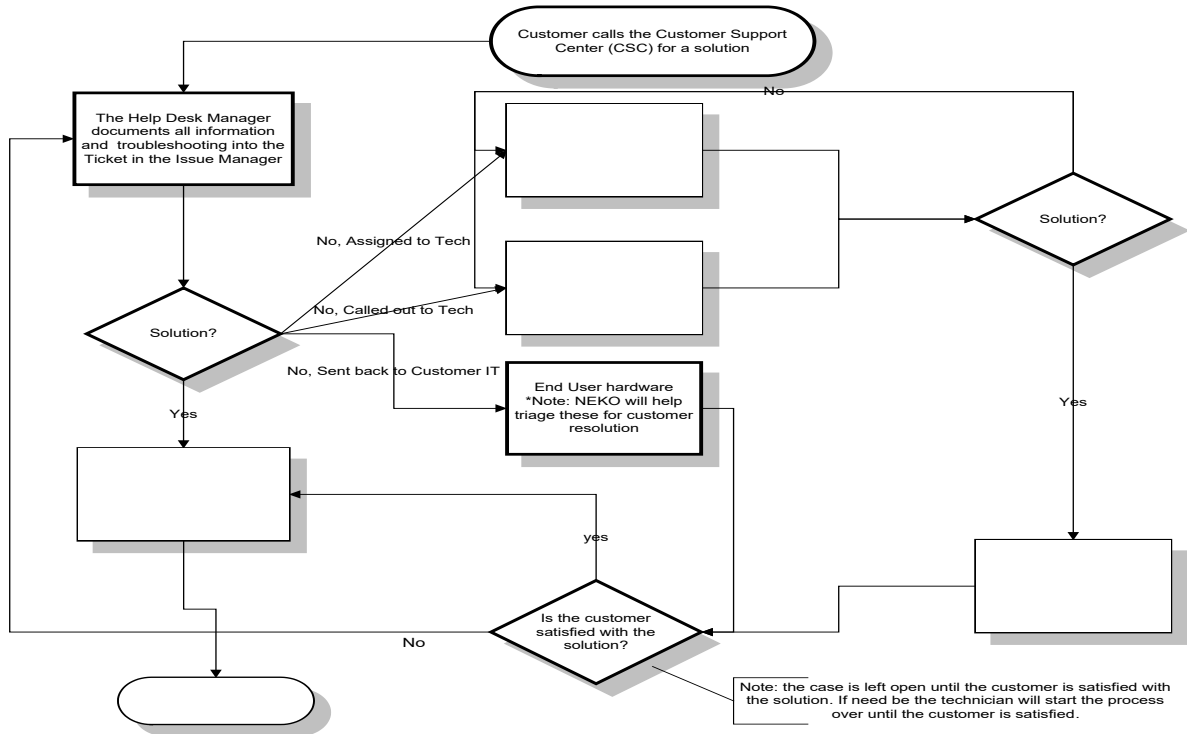
Date

County Counsel

Date

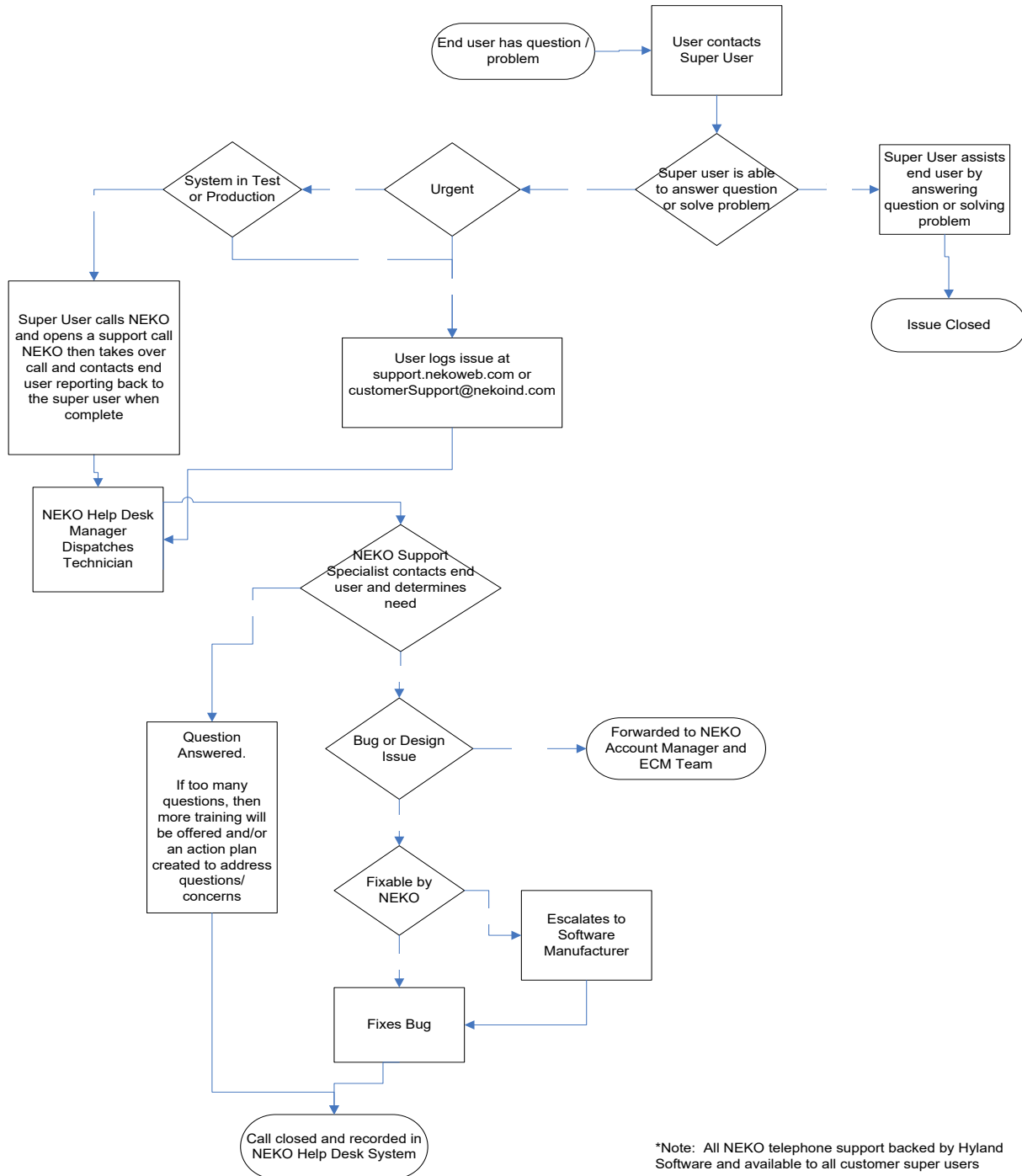
9 Appendix A

9.1 NEKO General Call Center Support Flowchart





9.2 COUNTY Specific Service Call Flowchart



*Note: All NEKO telephone support backed by Hyland Software and available to all customer super users