

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA” or “Agreement”) by and between OMNI RTLS 1 LLC (“OMNI” or “Service Provider”) and Customer details the provisioning of support services provided by OMNI, and the timeframe for response and resolution of software or hardware related issues, as part of the Master Service Agreement by and between OMNI and Customer.

1. **PARTIES.** This Agreement is between OMNI and Customer as the parties to this SLA.
2. **TERM.** This Agreement is valid from the date reflected on the executed Service Invoice between OMNI and Customer (the “Effective Date”) and shall continue in full force and effect until the Master Service Agreement between OMNI and Customer is terminated (the “Expiration Date”). The Service Level Agreement Manager is responsible for facilitating regular reviews of this document.
3. **TERMINATION.** This Agreement may be terminated by Customer providing OMNI with thirty (30) days written notice prior to the end of the initial or renewal Contract Term, as set forth in the Master Service Agreement between OMNI and Customer.
4. **AMENDMENTS AND MODIFICATION.** This Agreement is operational in nature and may be modified at any time by OMNI. OMNI will take appropriate measures to inform the Customer of modifications and will give the Customer a commercially reasonable opportunity to review any proposed change, discuss with OMNI, and terminate the relationship if all parties cannot abide by the revisions. Any new revision of this Agreement supersedes any previous service level agreements, which are deemed expired.
5. **SERVICE SCOPE OF WORK.** The following Services (“Services” or “Scope of Work”) are covered by this Agreement:

5.1 OMNI SERVERS

A. Response Timeframe. Estimated response time of Eight (8) hours. For purposes of this Agreement, the term “Response” means making customer aware of issue, logging a help ticket, advising customer on required action, and providing proof of parts order if necessary.

B. Resolution Timeframe. Estimated resolution time of Twenty-Four (24) hours. If additional parts or equipment are required for a resolution of Customers issue, the resolution timeframe shall begin after the parts have been ordered and have arrived at Customer’s location. For purposes of this Agreement, the term “Resolution” means the successful completion of required actions outlined in the initial response.

C. Equipment Costs. All parts necessary to achieve resolution will be paid in full by the Server Manufacturer’s Warranty for the first Three (3) years of operation. Costs for any parts required after Three (3) years of operation shall be paid for by Customer.

D. Labor Costs. Labor necessary to achieve resolution will be paid in full by the Server Manufacturer’s Warranty for the first Three (3) years of operation. All labor required after the first Three (3) years of operation will be paid in full by the Service Provider.

E. Service Provider Responsibilities. Remotely monitor and maintain the operation of all OMNI Real Time Location Server equipment at the Customer's Facility.

F. Customer Responsibilities. Customer shall allow the Service Provider secured remote access to the OMNI Real Time location System servers at their Facilities.

5.2 OMNI SWITCHES

A. Response Timeframe. Estimated response time of Eight (8) hours. For purposes of this Agreement, the term "Response" means making customer aware of issue, logging a help ticket, advising customer on required action, and providing proof of parts order if necessary.

B. Resolution Timeframe:

(1) Stage 1 Resolution. Estimated resolution time of Twenty-Four (24) hours. If additional parts or equipment are required for a resolution of Customers issue, the resolution timeframe shall begin after the parts have been ordered and have arrived at Service Provider's location. For purposes of this Agreement, the term "Stage 1 Resolution" means the successful programming of new switch, followed by the shipping of the new switch to the Client with tracking information provided to Client.

(2) Stage 2 Resolution. Estimated resolution time of Eight (8) hours after Client successfully installs new switch. For purposes of this Agreement, the term "Stage 2 Resolution" means Service Provider providing Customer with installation instructions and any other required actions resulting in the full operation of the OMNI Real Time location System.

(3) Stage 3 Resolution. Estimated resolution time of Seventy-Two (72) hours after The OMNI Real Time Location System is fully operational. For purposes of this Agreement, the term "Stage 3 Resolution" means the Client successfully shipping the original defective switch back to the Service Provider by means of pre-paid shipping label. Tracking information will then be provided by Customer to the Service Provider.

C. Equipment Costs. All parts required will be paid for by the Customer.

D. Labor Costs. All labor required will be provided and paid for by the Service Provider.

E. Service Provider Responsibilities. No additional Service Provider responsibilities are required, other than those outlined in the response and resolution steps above.

F. Customer Responsibilities. No additional Customer responsibilities are required, other than those outlined in the response and resolution steps above.

5.3 OMNI ANCHORS

A. Response Timeframe. Estimated response time of Eight (8) hours. For purposes of this Agreement, "Response" means notifying Customer of issue, logging a help ticket, advising Customer to replace defective anchor for available spare anchor.

B. Resolution Timeframe. Estimated response time of Eight (8) hours after Customer provides defective anchor ID and replacement anchor ID to Service Provider. For purposes of the Agreement, “Resolution” means the remote programming of new anchor resulting in the successful operation of the OMNI Real Time Location System.

C. Equipment Costs. All parts required will be paid for by the Customer.

D. Labor Costs. All labor required will be provided and paid for by the Service Provider.

E. Service Provider Responsibilities. No additional Service Provider responsibilities are required, other than those outlined in the response and resolution steps above.

F. Customer Responsibilities. Customer must keep a minimum of 3 “spare” OMNI anchors on hand at any given time. Failure to do so voids the response and resolution timeframes above, as it prevents the Service Provider’s ability to meet the timeframes contemplated under this section of the Service Level Agreement.

5.4 OMNI TAGS

A. Response Timeframe. Response is immediate, and is completed by Customer changing out tags through the ‘Inmate Tag Manager’ section of the OMNI Real Time Location System.

B. Resolution Timeframe. Resolution is immediate, and is completed by Customer changing out tags through the ‘Inmate Tag Manager’ section of the OMNI Real Time Location System.

C. Equipment Costs. All parts required will be paid for by the Customer.

D. Labor Costs. All labor required will be provided and paid for by the Service Provider.

E. Service Provider Responsibilities. No additional Service Provider responsibilities are required, other than those outlined in the response and resolution steps above.

F. Customer Responsibilities. Customer must keep a minimum of 10% of maximum inmate population in “spare” OMNI tags on hand at any given time. Failure to do so voids the response and resolution timeframes above, as it prevents the Service Provider’s ability to meet the timeframes contemplated under this section of the Service Level Agreement.

5.5 OMNI SERVERS’ OPERATING SYSTEM

A. Response Timeframe. Estimated response time of Eight (8) hours. For purposes of this Agreement, “Response” means making customer aware of issue, logging a help ticket, advising customer on required action. If parts are required refer to section 5.1.

B. Resolution Timeframe. Estimated response time of Twenty-Four (24). For purposes of this Agreement, “Resolution” means the successful completion of required actions outlined in the initial response. If Resolution requires addition parts to be ordered, refer to section 5.1 for Resolution Time.

- C. **Equipment Costs.** If parts are required refer to section 5.1.
- D. **Labor Costs.** All labor required will be provided and paid for by the Service Provider.
- E. **Service Provider Responsibilities.** No additional Service Provider responsibilities are required, other than those outlined in the response and resolution steps above.
- F. **Customer Responsibilities.** No additional Customer responsibilities are required, other than those outlined in the response and resolution steps above.

5.6 OMNI POSITIONING ENGINE

A. Response Timeframe. Estimated response time of Eight (8) hours. For purposes of this Agreement, "Response" means making Customer aware of issue, logging a help ticket, advising Customer on required action. If parts are required refer to section 5.1.

B. Resolution Timeframe. Estimated resolution time of Twenty-Four (24) hours. For purposes of this Agreement, "Resolution" means the successful completion of required actions outlined in the initial response. If Resolution requires addition parts to be ordered, refer to section 5.1 for Resolution Time.

- C. **Equipment Costs.** If parts are required refer to section 5.1.
- D. **Labor Costs.** All labor required will be provided and paid for by the Service Provider.
- E. **Service Provider Responsibilities.** No additional Service Provider responsibilities are required, other than those outlined in the response and resolution steps above.
- F. **Customer Responsibilities.** No additional Customer responsibilities are required, other than those outlined in the relevant response and resolution provisions above.

5.7 OMNI SOCKET

A. Response Timeframe. Estimated response time of Eight (8) hours. For purposes of this Agreement, "Response" means making Customer aware of issue, logging a help ticket, advising Customer on required action. If parts are required refer to section 5.1.

B. Resolution Timeframe. Estimated resolution time of Twenty-Four (24) hours. For purposes of this Agreement, "Resolution" means the successful completion of required actions outlined in the initial response. If Resolution requires addition parts to be ordered, refer to section 5.1 for Resolution Time.

- C. **Equipment Costs.** If parts are required refer to section 5.1.
- D. **Labor Costs.** All labor required will be provided and paid for by the Service Provider.
- E. **Service Provider Responsibilities.** No additional Service Provider responsibilities are required, other than those outlined in the response and resolution steps above.

F. Customer Responsibilities. No additional Customer responsibilities are required, other than those outlined in the response and resolution steps above.

5.8 THE OMNI REAL TIME LOCATION SYSTEM

A. Response Timeframe. Estimated response time of Eight (8) hours. For purposes of this Agreement, “Response” means making Customer aware of issue, logging a help ticket, advising Customer on required action. If parts are required refer to section 5.1.

B. Resolution Timeframe. Estimated resolution time of Twenty-Four (24) hours. For purposes of this Agreement, “Resolution” means the successful completion of required actions outlined in the initial response. If Resolution requires addition parts to be ordered, refer to section 5.1 for Resolution Time.

C. Equipment Costs. If parts are required refer to section 5.1.

D. Labor Costs. All labor required will be provided and paid for by the Service Provider.

E. Service Provider Responsibilities. No additional Service Provider responsibilities are required, other than those outlined in the response and resolution steps above.

F. Customer Responsibilities. Customer must pay invoiced annual software licensing fee, as set forth in the Master Services Agreement, prior to delinquency. Failure to do so will in Customer be prevented access to the OMNI Real Time Location System, and will void the response and resolution timeframes above, as it prevents the Service Provider’s ability to meet the timeframes contemplated under this section of the Service Level Agreement.

6. SERVICE MANAGEMENT

Coverage parameters specific to the Services covered in this Agreement are as follows:

Service name	Availability	Comments

7. SERVICE REQUESTS

In support of Services outlined in this Agreement, the Service Provider will respond to Service-related software issues, or “bugs”, submitted by the Customer within the following time frames. The Service Provider will determine the relevant severity level associated with the software related issue once the software issue has been identified:

Severity Level	Ranking	Response time	Resolution Time	Comments
Severity 1 (Critical)	Top Priority	8 Hours	8 Hours	
Severity 2 (Major)	Very Urgent	8 Hours	12 Hours	
Severity 3 (Medium)	Urgent	8 Hours	24 Hours	
Severity 4 (Enhancements)	Less Urgent	24 Hours	To Be Determined	

8. MONITORING AND REPORTING. Acknowledgment and response times will be continuously measured and reported every quarter.

9. SECURITY AND CONFIDENTIALITY. Except as contemplated by the terms hereof or as required by applicable law or pursuant to an order of a court with competent jurisdiction, OMNI shall ensure and procure that each of its employees, directors or agents who provide a Service to the Customer shall keep confidential all non-public information provided to it by the Customer and/or to which it has access as a result of the Services provided hereunder and shall not disclose or otherwise make available such information to any third party.

10. LIMITATION OF LIABILITY. In no event will OMNI, or any of its employees, agents, or affiliates be liable, under any contract, negligence, strict liability, or other legal or equitable theory, even if OMNI, or any of its employees, agents, or affiliates were advised of the possibility of such damages as is stated below. These damages include but are not limited to: (i) PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (ii) LOST DATA OR LOST PROFITS; OR (iii) COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; OR (iv) CLAIMS BASED ON ANY ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCTS OR SERVICE; OR (v) ALL OTHER CLAIMS NOT RELATED TO AN ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCT.

11. FORCE MAJEURE. Neither party shall be liable for any delay or failure in performance due to event outside the defaulting party's reasonable control, including without limitation, acts of God, labor disputes, and shortages of supplies, actions of governmental entities, riots, war, fire, epidemics or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the period equal to the period of the excusable delay.

12. ASSIGNMENT. The Customer may not assign this Agreement without the prior written consent of OMNI. OMNI may assign its rights and obligations under this Agreement, without the prior written consent of Customer.

13. ENTIRE AGREEMENT. This Agreement, along with the Master Services Agreement, Software License Agreement, and any nondisclosure or confidentiality agreements constitutes the entire agreement between the Parties and supersedes all previous written or oral agreements between the Parties with respect to the subject matter of this Agreement. The terms in this Agreement override any contrary terms contained in any release note or other documentation.

14. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Missouri, and venue for any action initiated to interpret, enforce, or arising from, or relating to, in any way, this Agreement, shall be proper in the state court of Greene County, Missouri.

15. ATTORNEYS' FEES. In the event that a lawsuit, or other legal proceeding is initiated as a result of, arising from, or relating to, in any way, this Agreement, the prevailing party to such suit or proceeding shall be entitled to its reasonable costs and attorneys' fees incurred therein.