

Appendix E to DIR Contract No. DIR-SDD-1727
Service Level Agreement – BMC Remedy OnDemand

Availability

BMC will use commercially reasonable efforts to make the BMC Subscription Service available at least **99.5%**, except as provided below ("**Service Commitment**"). Availability will be calculated per month, as follows:

$(\text{Service Time} - \text{Non-excluded Downtime} - \text{Excluded Downtime}) / (\text{Service Time} - \text{Excluded Downtime}) \times 100$

Definitions

"Service Time" is the total minutes for a given calendar month.

"Excluded Downtime" is all unavailability caused by (1) scheduled or mutually agreed upon downtime to perform routine, non-emergency or emergency maintenance on the BMC Subscription Services; (2) downtime on non production systems; (3) factors outside of BMC's reasonable control, including any force majeure event, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving BMC employees), or Internet service provider or power failures or delays; (4) failure of Customer's Internet access or related problems; (5) Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within BMC's direct control); (6) actions or inactions of Customer or any third party; or (7) service suspensions or termination of Customer's right to use the BMC Subscription Services in accordance with the Agreement.

"Non-excluded Downtime" is all downtime that is not Excluded Downtime.

Service Credits

In the event BMC does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. Service Credits are calculated in accordance with the table below as a percentage of the total subscription charges paid by Customer for BMC Subscription Services for the month in which BMC does not meet the Service Commitment.

Monthly Availability Percentage	Service Credit Percentage
Between 99.5% and 99.0%	2% of monthly subscription
Less than 99.0%	4% of monthly subscription

Service Credits will be applied against Customer's next invoice. A Service Credit will be applicable and issued only if the credit amount is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other BMC service or account. Customer's sole and exclusive remedy for any unavailability or non-performance of the BMC Subscription Service or other failure by BMC to provide the BMC Subscription Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A. Upon expiration or non-renewal of this Agreement and/or the applicable Order, all Service Credits will be forfeited (for example, if the Non-excluded Downtime occurs in the last month of the Order term and Customer does not renew, then the Service Credit is forfeited).

Credit Request and Payment Procedures

To receive a Service Credit, Customer shall submit a request by sending an e-mail message to SLArequest@bmc.com. To be eligible, the credit request must (i) include Customer's account number in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of Non-excluded Downtime that Customer claims to have experienced; and (iii) be received by BMC within thirty (30) days after the end of the month in which the Downtime occurred. BMC will provide Root Cause Analysis reports if requested by Customer. If the Monthly Availability Percentage applicable to the month of such request is confirmed by BMC and is less than 99.5%, then BMC will confirm the Service Credit to Customer within fifteen (15) days of receipt of the Service Credit request. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

Description of BMC Additional Services – Remedy OnDemand

Anything not included in the Scope of Services below is not included in the BMC Additional Services and will require a separate Statement of Work for custom services.

Additional Services are available if purchased on the Texas DIR contract, DIR-SDD-1727 using a valid purchase order with an authorized BMC product reseller.

The Customer will use best efforts to support BMC as needed through the On-Boarding process which includes but is not limited to providing the following:

- Single point of contact that BMC can work with thru the completion of the On-Boarding process
- Documentation on systems that integrate with the BMC Subscription Service
- Access to Customer Data that is utilized by the BMC Subscription Service
- Written confirmation at end of On-Boarding process that the BMC Subscription Service is performing properly or specific written objections that need to be addressed by BMC if not working

BMC will use best efforts to support Customer as needed through the On-Boarding process which includes but is not limited to providing the following:

- BMC will assign a Service Delivery Manager who will function as the Single point of contact that Customer can work with thru the completion of the On-Boarding process. BMC agrees to replace single point of contact at customer's specific request assuming that valid rationale is provided based on written notice to BMC. BMC will have sufficient time to identify and redeploy the replacement Service Delivery Manager
- Customer will provide BMC with Documentation on systems that integrate with BMC Remedy OnDemand
- BMC will provide access to Customer Data residing in the BMC OnDemand environment that is utilized by the Customer's third party analysis/reporting system(s) via the reporting database associated with the BMC Analytics offer
- BMC will provide standard user acceptance testing processes through which Customer will confirm receipt of BMC Remedy OnDemand Service
- BMC will provide weekly project status reports and updated project plans/schedules during the On-Boarding phase of the project

1. BMC Remedy OnDemand - Activation:

This activation service will provide activation activities and transitions the environment to the customer. The process includes a series of steps that provide system access for the customer and configures the subscription service for usage. The activities will focus on configuring the foundational elements of the applications including the CMDB, and establishing specific integrations to the solution if applicable at the time of onboarding. The process will be administered remotely and duration is estimated to be between 15 to 25 business days to compete.

Scope of Services Included:

- Orientation and Planning
 - Planning and activity coordination
 - Primer videos for introduction to Remedy OnDemand
- Content Loading and Branding
 - Standard Configuration Content
 1. Operational and Product Categorizations
 2. Incident and Change Templates
 3. Service Request Definitions
 4. Service Targets
 5. Business Services
 - Customer Specific Content
 1. Company and Organization Structure
 2. Up to 2 Support Groups
 3. People Information
- Environment Provisioning
 - Sandbox – Provides customer visibility to new releases and environment to trial the latest release of solution capabilities outside of production

- Quality Assurance – Provides customer environment to implement and test system changes (e.g. – new service catalog or form changes) outside of production
- Production – Provides environment for customer end users to access the system on regular operational basis
- Integration Configuration- configuration of the following integrations if the on premise solution is in place and customer provides subject matter expert on the technology. Work must be performed at the time of the onboarding (i.e. can not be completed at a later point in time)
 - VPN setup and configuration
 - People Data Population- integration with one LDAP (Lightweight Directory Access Protocol) source for populating People data into Remedy OnDemand. This is a one way integration.
 - User Authentication- integration with integration with LDAP(Lightweight Directory Access Protocol) source for the purposes of identifying and authenticating users of the system.
 - CMDB Population- load CMDB with basic discovery data (computers only) either through a one time data import, or a direct connection to a supported discovery source if required.
 - Auto Ticket Creation- integration with supported event management system to auto-create incidents if required.
- Environment Testing and Transition

2. **BMC Remedy OnDemand – Service Desk On Boarding Service:**

This service will introduce the customer to BMC Service Desk (SD) included in the BMC Remedy OnDemand Subscription Service, and enable the customer to make environment changes going forward. It will leverage best practice data and walk the customer through a series of activities to assist with additional configuration of the application. This service is an add-on to the BMC Remedy OnDemand – Activation activity. This offering includes up to 15 person days to complete the services outlined below.

Scope of Services Included:

- Solution Adoption Workshops
 - Process and Feature/Functionality walk thru with a focus on Service Desk process and application including a review of:
 1. Incident categorization
 2. Incident templates
 3. Incident assignments
 4. Incident reporting
 - Standard Content and Configuration Review
- OnDemand Environment Change Process Review
- Documentation of requested changes
- OnDemand Environment Change implementation planning
- Support and enablement for environment configuration changes (per developed plan and using time available)

3. **BMC Remedy OnDemand – Service Request Management On-Boarding Service:**

This process will assist the customer to configure the BMC Service Request Management (SRM) functionality in the BMC Remedy OnDemand Subscription Service. It will leverage best practice data and walk the customer through a series of activities to configure the application. This service is an add-on to the BMC Remedy OnDemand - Foundation including Service Desk On-Boarding service. The On-Boarding process will be administered remotely.

Scope of Services:

- Basic project management activities
- Review of OOTB Service Request Definitions (SRD)
- Identify SRD's that need to be disabled and that are missing
- Configuration of up to 5 new Basic* SRD's (or modifications to existing)
- Perform standard branding services for the customer applicable for the SRM product
- Promote SRM data into production from the QA environment

4. **BMC Remedy OnDemand – Change and Release Management On-Boarding Service:**

This process will assist the customer to configure the BMC Change Management functionality in the BMC Remedy OnDemand Subscription Service. It will leverage best practice data and walk the customer through a series of activities to configure the application. This service is an add-on to the BMC Remedy OnDemand - Foundation including Service Desk On-Boarding service. The On-Boarding process will be administered remotely.

Scope of Services:

- Full Activation of Change and Release Management Out of the Box
- Out of the Box Reports for Change and Release Management
- Review of Seeded Application Configuration
- Review of out of the box Change Templates
- Configuration of Application Specific Configurations:
 - Assignment Routing
 - Up to 3 new Change Templates(or modification to existing)
 - Up to 3 new Release Templates
 - Up to 2 new Task Groups
 - Up to 5 new Task Templates
 - Up to 5 new questions to determine Risk
 - Up to 2 levels of approvers per approval phase with a single individual or group per level for Change and Release
- Delivery of BMC Service Management Process Model for reference to a BMC best practice Change and Release Management process
- Perform standard branding services for the customer applicable for the Change Management product

5. **BMC Remedy OnDemand – Asset and Configuration Management On-Boarding Service:**

This process will assist the customer to configure the BMC Asset Management functionality in the BMC Remedy OnDemand Subscription Service. It will leverage best practice data and walk the customer through a series of activities to configure the application. This service is an add-on to the BMC Remedy OnDemand - Foundation including Service Desk On-Boarding service. The On-Boarding process will be administered remotely.

Scope of Services:

- Full Activation of Asset Management Out Of the Box
- Remedy Out of the Box Reports for Asset Management
- Configuration of Application Specific Configurations:
 - CI Requisition Approval Process – up to two levels of approval with a single individual or group per level
 - Up to 3 Configurations
 - Supplier Information
 - Contract Management - up to 5 contracts of type Support, Warranty, Lease or Maintenance
 - Financial Information – up to 5 Cost Centers defined; Asset Pricing and Depreciation populated
- Integration with one additional Approved Discovery Source and related population into the BMC Atrium CMDB.
- Delivery of BMC Service Management Process Model for reference to a BMC best practice Configuration Management process
- Basic branding of Asset Management Console screens to include customer logo.

6. **BMC Remedy OnDemand – Service Level Management On-Boarding Service:**

This process will assist the customer to configure the Service Level Management functionality in the BMC Remedy OnDemand Subscription Service. It will leverage best practice data and walk the customer through a series of activities to configure the application. This service is an add-on to the BMC Remedy OnDemand - Foundation including Service Desk

On-Boarding service. The On-Boarding process will be administered remotely.

Scope of Services:

- Full Activation of Service Level Management
- Out of the Box Reports for Service Level Management
- Configuration of up to 5 new SLA's or OLA's each with a single service target (or modifications to existing)
- Delivery of BMC Service Management Process Model for reference to a BMC best practice Service Level Management process
- Basic branding of Service Level Management Console screens to include customer logo.

7. BMC Remedy OnDemand – Knowledge Management On Boarding Service:

This process will assist the customer to configure the Knowledge Management functionality in the BMC Remedy OnDemand Subscription Service. It will leverage best practice data and walk the customer through a series of activities to configure the application. This service is an add-on to the BMC Remedy OnDemand - Foundation including Service Desk On-Boarding service. The On-Boarding process will be administered remotely.

Scope of Services:

- Full Activation of Knowledge Management
- Configuration of authoring/approval/publish process.
- Basic branding of Knowledge Management screens to include customer logo.

8. BMC Remedy OnDemand – Analytics On Boarding Service:

This process will assist the customer to configure the Analytics functionality in the BMC Remedy OnDemand Subscription Service. It will leverage best practice data and walk the customer through a series of activities to configure the application. This service is an add-on to the BMC Remedy OnDemand - Foundation including Service Desk On-Boarding service. The On-Boarding process will be administered remotely.

Scope of Services:

- Full Activation of Analytics Reporting
- Configuration of Out Of Box Analytics Reports
- Basic branding of Analytics reports to include customer logo.