

**SHARED SERVICES AGREEMENT
FOR THE USE OF MONMOUTH COUNTY’S OPEN
PUBLIC RECORDS SEARCH SYSTEM-RECORDS
INFORMATION MANAGEMENT MODULE**

THIS SHARED SERVICE AGREEMENT (“Agreement”) is made this _____ day of _____, 2023 by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 (hereinafter referred to as “Monmouth”), and _____, having its principal offices located at _____ (hereinafter referred to as the “Sublicensee”).

WITNESSETH

WHEREAS, The Open Public Records Search System- Records Information Management Module, including its related software products, services and websites (collectively referred to as "OPRS-RIM") provides for the Inventory Management, Retention Management, and Disposition Management of official records (base functionality) and Imaging module that includes scanning of paper records into TIFF images including long term storage, search, and retrieval of scanned images of original signed documents; and

WHEREAS, OPRS-RIM is owned by its developer, namely Sunrise Systems, Inc. ("Sunrise"); and

WHEREAS, Monmouth has obtained a limited license from Sunrise for use of OPRS-RIM; and

WHEREAS, Under the terms of its license, Monmouth may operate an OPRS-RIM web-based system for itself and may also sublicense the use of the system for use by other contracting units, including school districts, in Monmouth County, New Jersey.

NOW, THEREFORE, in consideration of the above and the provisions set forth hereinafter, it is mutually agreed as follows:

Terms of Agreement

- 1. Grant of Sublicense.** Monmouth hereby grants the Sublicensee a sublicense to use OPRS-RIM through Monmouth's web-based system, under the terms of this Agreement.
- 2. Costs.** The Sublicensee shall pay to Monmouth:
 - (a) Annual maintenance for OPRS-RIM. For the Base Module and the Imaging Module participating municipalities shall annually pay the amount of \$3,500.00, computed as follows:
 - \$2,300.00 to Sunrise for Maintenance and Support
 - \$640.00 for hosting by Monmouth
 - \$560.00 reserve for future Server/SAN image storage upgrades

- (b) Enhanced-release costs of additional releases and any other future add-ons and modules, as mutually agreed upon by the parties.
- (c) Annual maintenance costs for additional releases and any other future add-ons and modules, as mutually agreed upon by the parties.

3. Other Costs:

- (a) The Sublicensee will retain Sunrise directly to perform any customization, data conversion or future additional training and implementation services required by the Sublicensee.
- (b) The Sublicensee will also provide the necessary personal computer(s), scanner(s), printer(s) and internet connection for the proper operation of OPRS-RIM. For current operating requirements, see Exhibit "A" attached.
- (c) The county reserves the right to modify the costs and fees for service from time to time, upon reasonable advance notice to the municipality.

4. Maintenance and Support:

- (a) Monmouth intends to maintain an ongoing agreement with Sunrise for Basic Maintenance and Support Services. In the event of any major changes in the maintenance and support arrangements with Sunrise, all Sublicensees in good standing under this Agreement will receive prior and timely notification of such changes.
- (b) Whenever new major releases of the software are planned, all Sublicensees in good standing under this Agreement will receive notification of the new release and be afforded a reasonable time for acceptance testing prior to the deployment of the release(s).
- (c) Prior to the general use of OPRS-RIM by Sublicensee, both parties will put in place a mutually agreed process for Technical Problem Notification and follow-up. Bug Reports of known problems which could potentially impact the sublicenses issued by Sunrise will be disseminated by Monmouth, with projected completion dates for bug fixes, if available.
- (d) The parties and Sunrise will also put in place a mutually agreed process for (a) User Acceptance Testing of problem fixes; (b) Notification to Sublicensees of planned system outages; (c) Training of Sublicensee's users and (d) the availability of appropriate user documentation for OPRS-RIM.

5. Copyright & Trademark Acknowledgement:

- (a) OPRS-RIM is the exclusive property of Sunrise Systems, Inc. ("Sunrise"). Sunrise owns the title, copyright, and other intellectual property rights in OPRS-RIM. OPRS-RIM is licensed, not sold. OPRS-RIM is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by Sunrise, Sunrise retains all proprietary rights to OPRS-RIM.
- (b) OPRS-RIM may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Sunrise. The licensee, Sublicensees and other users shall not disassemble; decompile, or reverse engineer OPRS-RIM.

6. Ownership of Images, Metadata, and Database Information:

- (a) Sublicensee is solely responsible for the selection of indexing templates and the entry of indexing utilized in the retrieval of images and other content.
- (b) All images, associated metadata and database information of the Sublicensee remain the sole property of the Sublicensee. Monmouth may not make any portion of this information deposited in the repository available to the public without the prior written consent of the Sublicensee.
- (c) The Sublicensee remains the sole custodian of the records that it retains within the RIM environment and is therefore responsible for handling its own Open Public Records Act (OPRA) requests. Unless required by law or court order, Monmouth will not produce records on Sublicensee's behalf in accordance with OPRA or any other records production laws.

7. Term of Agreement. This Agreement shall be effective through June 30, 2024, unless sooner terminated or extended.

8. Termination of Agreement:

- (a) Either party has the right to terminate this Agreement upon ninety (90) days written notice to the other party. In addition, Monmouth may terminate this Agreement, upon thirty (30) days notice, if the Sublicensee fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Sunrise is terminated for any reason, Monmouth shall promptly notify all Sublicensees of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the Sublicensee is terminated for any reason, upon the written request of the Sublicensee, Monmouth shall, within sixty (60) days from the effective termination date, provide the Sublicensee with a copy of all images and metadata stored within the County's OPRS-RIM system for the Sublicensee ("Sublicensee's data"). At Monmouth's discretion, delivery may be on any standard media including, but not limited to CD, DVD or removable HDD. Upon delivery, Monmouth shall retain no custodial right or duty with regard to the Sublicensee's data.

9. Dispute Resolution:

- (a) The parties will attempt to resolve any dispute(s) between them, in good faith, through non-binding mediation. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of

at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest-ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. Each party will bear its own costs of participation in mediation, and they will divide the costs of the mediator equally. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

- (b) Monmouth agrees to continue providing the Sublicensee access to the OPRS-RIM system and all data during the pendency of a dispute.

10. Other Agreements Permitted. This Agreement does not preclude the Sublicensee from negotiating directly with Sunrise, independent of this Agreement, for any additional products, services, enhancements, or add-ons, including the capability to host an independent OPRS-RIM portal site. Any separate agreement in this regard must be negotiated directly with Sunrise, including all contractual terms and conditions, licensing arrangements and all costs associated with infrastructure and hosting requirements, customizations and enhancements, county integration, submitter interfaces and future upgrades and enhancements.

11. Limitation of Liability/Indemnification:

- (a) Monmouth makes no warranties, either express or implied under this Agreement. Monmouth shall not be liable to the Sublicensee for damages of any kind arising from Monmouth's non-performance or flawed performance under this Agreement.
- (b) The Sublicensee shall defend, indemnify, and hold harmless Monmouth, its officers, agents and employees from and against any and losses, costs, damages, claims, suits and/or liabilities (including counsel fees and cost of suit), to which Monmouth may be subject by reason of any actions or inactions by the Sublicensee, its officers, agents and employees.

12. Terms of Use and Notices. In order to access Monmouth's OPRS-RIM system, the Sublicensee and its external authorized users must agree to the Terms of Use posted thereon, a copy of which is attached hereto, as Exhibit "B". By executing this Agreement, the Sublicensee agrees to the terms of Exhibit B.

13. Support Process. The OPRS-RIM Support Process attached hereto as Exhibit "C" is incorporated herein.

14. Changes. The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the parties.

15. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures

or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest, and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice as soon as practicable in the event that any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto.

16. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

17. Filing of Agreement. Monmouth’s Clerk of the Board of County Commissioners shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with N.J.S.A. 40A:65-4(b).

18. Authority to Execute Agreement. Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

19. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

20. Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: elizabeth.perez@co.monmouth.nj.us
Fax:

To the Sublicensee:

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

COUNTY OF MONMOUTH

Clerk of the Board of County Commissioners

By: _____
County Commissioner Director

Date: _____

ATTEST:

By: _____
Title:

Date: _____

Exhibit "A"

END USER PC(s)

Hardware:

- Compaq or equivalent IBM Compatible PC with single processor at 1GHZ or above speed, 2GB RAM, 100GB Hard Disk
- 19 inch *Color Monitor* with 1280 x 1024 Resolution
- Desktop Twain Compatible Document Scanner with support for TIFF file format required for Image Scanning functions
- Direct attached or network attached Inkjet or Laser Printer for report printing and forms printing

Software:

- Microsoft Windows XP or above operating system
- Microsoft Internet Explorer 7
- Adobe Acrobat 7 or above

Network Connectivity:

- Broadband network connectivity to the Internet for access to OPRS-RIM system hosted at County of Monmouth

Exhibit "B"

OPRS-RIM: Terms of Use

1. OVERVIEW

This document establishes the basic terms of use with regard to your access to and use of the Records Inventory Management System ("RIM"). You are a municipality (the "Municipality") within the County of Monmouth of the State of New Jersey, which is sublicensed to access and use RIM by the County of Monmouth (the "County"), which is licensed to accept, provide access to and manage stored document submissions through the RIM system, under a license agreement between the County and Sunrise Systems, Inc. ("Company"), which is the proprietor of RIM.

This document governs your use of RIM software and/ or its related products, services, system, and websites (collectively referred to as "OPRS-RIM"). All use of RIM is subject to the terms and conditions ("Terms") of this document, provided, however, that additional and/or other terms of use may and/or shall apply with respect to the RIM system licensed, hosted and operated by the County, as specified on the website. Any use of such web pages constitutes your agreement to abide by the respective and applicable Terms.

THE COUNTY AND THE COMPANY OFFER OPRS-RIM CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THESE TERMS. YOUR USE OF THE OPRS-RIM CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIABILITY AND AN EXCLUSIVE REMEDY WITH LIMITATIONS. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF YOUR USE OF OPRS-RIM.

NOTICE: This site is maintained by the County and the Company and is protected by various provisions of Title 18 of the U.S. Code. Violations of Title 18 are subject to criminal prosecution in a federal court. For site security purposes, as well as to ensure that this service remains available to all users, we use software programs to monitor traffic and to identify unauthorized attempts to upload or change information or otherwise cause damage. In the event of authorized law enforcement investigations and pursuant to any required legal process, information from these sources may be used to help identify an individual.

DISCLAIMER OF LIABILITY: The County and Company do not warrant or assume any legal liability or responsibility for the accuracy, completeness or usefulness of any information, apparatus, product, or process disclosed.

2. MODIFICATION OF THESE TERMS

The County and the Company reserve the right to change the terms, conditions, and notices under which they offer the OPRS-RIM, including any charges associated with the use of the OPRS-RIM. The Municipality is responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on OPRS-RIM system. Your continued use of the OPRS-RIM after the effective date of such changes constitutes your acceptance of and agreement to such changes.

3. ADDITIONAL TERMS

Any OPRS-RIM product, feature or website may itself contain additional terms (for example, codes of conduct or guidelines) that further govern use of OPRS-RIM, including without limitation, particular features or offers. If any terms contained in this document conflict with any terms contained within an OPRS-RIM product, feature or web site, then the terms in this document shall control.

4. ELECTRONIC COMMUNICATIONS

When the Municipality accesses the OPRS-RIM system or sends e-mails to the County or the Company, you are communicating with us electronically. You consent to receive communications from us (the County and/ or the Company) electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

All information and data input or submitted into OPRS-RIM System by authorized and licensed users ("User Content" or "Submission") shall be owned by and deemed to be the property of the County or the Municipality which input or submitted the information or data.

The Company owns the title, copyright, and other intellectual property rights in OPRS-RIM. OPRS-RIM is licensed, not sold. OPRS-RIM is protected by copyright and other intellectual property laws and treaties. The Company retains all proprietary rights to the OPRS-RIM.

OPRS-RIM may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Company. You will not disassemble, decompile, or reverse engineer OPRS-RIM.

Copyright© 2002-09 Sunrise Systems, Inc.

All rights reserved.

6. RESTRICTED LICENSE AND SITE ACCESS

The Company has granted the County and its Sublicensee municipalities limited license to access and make use of OPRS-RIM, subject to these Terms. OPRS-RIM and any portion thereof may not be reproduced, duplicated, copied, downloaded, sold, resold, visited, or otherwise exploited for any commercial purpose without the express prior written consent of the Company.

The Municipality will not use OPRS-RIM in any way that is unlawful, or harms the County, the Company, its affiliates, resellers, distributors, service providers and/or suppliers (collectively referred to as "Affiliates") or any customer of Company or Affiliates. The County and/or the Company may tell you about certain specific harmful uses in a code of conduct or other notices available through OPRS-RIM, but have no obligation to do so. You may not use the OPRS-RIM in any way that breaches any law, code of conduct, policy or other notice applicable to the OPRS-RIM. Without limiting the generality of this section, you may not use OPRS-RIM in any manner that could damage, disable, overburden, or impair OPRS-RIM (or the network(s) to which OPRS-RIM is connected) or interfere with any other party's use of OPRS-RIM.

The Municipality may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout and form) of the Company and/or its Affiliates without the express written consent of the Company. You may not use any meta tags or any other "hidden text" utilizing the Company's name or Marks without the express written consent of the Company. Any unauthorized use terminates all licenses granted by the County and shall subject the violator to civil damages and criminal prosecution.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; AND EXCLUSIVE REMEDY

OPRS-RIM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COUNTY AND THE COMPANY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OPRS-RIM, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON OPRS-RIM. YOU EXPRESSLY AGREE THAT YOUR USE OF OPRS-RIM IS AT YOUR SOLE RISK, INCLUDING WITHOUT

LIMITATION, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY. THIS INCLUDES WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NONINFRINGEMENT, (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF OPRS-RIM WILL BE UNINTERRUPTED OR ERRORFREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

THE OPRS-RIM FEATURES AND FUNCTIONS MAY CHANGE IN ANY WAY, AT ANY TIME AND FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT THE COUNTY AND THE COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING, INACCURATE, OBSCENE, INDECENT, THREATENING, OFFENSIVE, DEFAMATORY, TORTIOUS, OR ILLEGAL CONTENT, OR (2) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE COUNTY AND THE COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF OPRS-RIM, (2) ANY INCOMPATIBILITY BETWEEN OPRS-RIM AND OTHER WEB SITES, SERVICES, SOFTWARE AND HARDWARE, (3) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE IN INITIATING, CONDUCTING OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH OPRS-RIM IN AN ACCURATE OR TIMELY MANNER, OR (4) ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES AVAILABLE FROM THIRD PARTIES THROUGH LINKS CONTAINED ON OPRS-RIM SITES.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. TERMINATION; ACCESS RESTRICTION

For good cause, the County or the Company may terminate or suspend your access to OPRS-RIM at any time upon notice to you. Upon such termination or suspension, your right to use OPRS-RIM will immediately cease, but any information or data that you have stored on OPRS-RIM will be promptly returned to you.

9. APPLICABLE LAWS

By accessing this System, you agree that the statutes and laws of the state of New Jersey will apply to all matters relating to use of this System.

You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of New Jersey and the United States District Court for the District of New Jersey with respect to such matters.

10. GENERAL TERMS.

If any part of this document is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this document will continue in effect. You may not assign your sublicense rights in OPRS-RIM.

11. LINKS TO EXTERNAL SITES

The OPRS-RIM and related web sites may contain links to external, third-party web sites and software. Neither the County nor the Company is responsible for the contents or transactions of any linked site or any link contained in a linked site that is not under the control of the County or the Company. Any such links are provided by the County or the Company only as a convenience, and the inclusion of a link does not imply endorsement of the linked site or its products or services by the Company.

Users assume complete responsibility and risk in their use of any external sites.

12. LIMITED TIME TO BRING CLAIMS

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE OPRS-RIM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

Exhibit "C"

OPRS-RIM Support Process

Below is the proposed OPRS-RIM System Support process between Monmouth County (Monmouth or Host), the Municipality (Sublicensee) and Sunrise Systems, Inc. (Sunrise) for the ongoing use of OPRS-RIM System:

Support Personnel

- Sublicensee will appoint an OPRS-RIM Administrator (Sublicensee Administrator), whose role and responsibilities will include:
 - Registration and Authorization of internal agency users
 - Training of internal users
 - Primary contact point to help internal users with system use (Level 1 Help}
 - Notification of unresolved problems, bugs, and other support issues for OPRS-RIM
 - System to Sunrise
 - Notification to Sunrise and Host of any planned/unplanned outages of Network and IT Infrastructure at Sublicensee offices.
 - Coordination of maintenance and support activities amongst Sublicensee's Information Services Department, external vendors, and other support personnel for locally installed equipment
- Monmouth's Office of Records Management (ORM) and Information Technology Services Department will assign knowledgeable technical resources personnel (Monmouth Support), whose role and responsibilities will include:
 - Deployment and ongoing operations and administration of OPRS-RIM System Host infrastructure as per Monmouth County standards and practices, including backup and recovery of data and images
 - Assist Sunrise and Sublicensee with problem diagnosis and resolution of Network Connectivity from Host infrastructure to Sublicensee
 - Notification to Sublicensee and Sunrise of any planned and/ or unplanned outages of OPRS-RIM System Host Infrastructure
 - Coordination of maintenance and support activities amongst Host's External Vendors, and other support personnel for the proper operation of the system and network
- Sunrise will assign knowledgeable technical resources personnel (Sunrise Support), whose role and responsibilities will include:
 - Design, Development and Deployment of OPRS-RIM System software
 - Assist Host with User Acceptance Testing of new feature/functions

- For each new release of OPRS-RIM System software, provide applicable updates to Help and online documentation
- Provide assistance to Sublicensee Administrator for resolution of problems and issues related to the operation and use of OPRS-RIM System (Level2 Help).
- As applicable, provide fixes and/or patches for OPRS-RIM System software. within a mutually agreed to timeframe for each incident
- Notification and escalation to Monmouth County for problems and issues related to the Host Infrastructure

Support Hours

- The support hours for various activities to be addressed by Sublicensee, Sunrise, and Host are:

Activities	Support Hours
Design, Development, and Testing of OPRS-RIM System Software	Monday to Friday (9:00 AM to 5:00 PM) - Excluding public holidays
Level 2 Help for OPRS-RIM System	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Scheduled Maintenance, Upgrades, and Patches/Fixes	Monday to Friday (6:00 PM to 10:00 PM) and Saturday/Sunday (9:00 AM to 5:00 PM) - Excluding public holidays
Total outage of OPRS-RIM System - Use for a Sublicensee	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Data and image recovery for a Sublicensee	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Total outage of OPRS-RIM System Use for all Users	Continuous Best Efforts - Excluding public holidays