



2 Westchester Plaza
Elmsford, New York 10523

New York State license #12000040711

Telephone (914) 777-5700
Fax (914) 777-1857

SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) is made this 1st day of May 2019 between Stratagem Security Inc., or its designee's hereinafter called STRATAGEM SECURITY, INC. and the Town of Woodbury Police Department, hereinafter called SUBSCRIBER.

1. STRATAGEM SECURITY, INC. agrees to install and service as part of the first year warranty period in the SUBSCRIBER'S premises located at the Town of Woodbury Police Department, (hereinafter referred to as the SUBSCRIBER premises) the following equipment and provided services specified below:
 - Network Video System Equipment: All Equipment Installed By Stratagem Security Inc.
 - Network Video System Support Services: See below "Schedule of Service"
2. STRATAGEM SECURITY, INC. shall be required to service any systems, devices, cabinets, conduits, wires and all other materials installed by STRATAGEM SECURITY, INC. for a period of one (1) year at a cost of \$2500.00 payable annually in advance or monthly "Auto-Pay" via credit card. Coverage for systems and or equipment installed by others will be detailed if included for the same period under "Schedule of Service" below.
3. Any error in service or a new installation of the system must be called to the attention of STRATAGEM SECURITY INC. in writing within thirty (30) days after completion of the installation or the installation shall be deemed totally satisfactory to and accepted by SUBSCRIBER
4. The SUBSCRIBER will designate an individual who will review the installation, deem the work as completed and execute the provided completion certificate.
5. The SUBSCRIBER will appoint a "System Administrator" responsible for all sites, who can approve system changes, settings, views and user access prior to completion of installation. This individual will be included in all scheduling of service appointments as well as Health Monitor notifications during warranty period.
6. SCHEDULE OF SERVICE:
 - a) As per the attached "Schedule of Equipment", included in the warranty period of service are two (2) scheduled preventative maintenance visits to focus / adjust cameras if required, provide software updates out of beta and physically clean all servers with a maximum of 8 hours on site per visit, to be done during STRATAGEM SECURITY, INC.'s normal business hours. Please note a SUBCRIBER appointed designee must be readily available to provide guidance, access and approval for work to be done.
 - b) Coverage for cabling and equipment installed by others is not covered under this agreement.

- c) Equipment installed by STRATAGEM SECURITY, INC. under this SLA, if found to be defective, will be repaired or replaced with equivalent equipment at no additional charge during STRATAGEM SECURITY, INC.'s normal business hours Monday thru Friday excluding holidays.
- d) Service calls to realign, focus or relocate equipment installed by others will not be included in this agreement and is subject to additional service charges at prevailing wage rates for service and / or installation and will be billed separately.
- e) STRATAGEM SECURITY, INC.' will administrate the system during the warranty period. This will include adding LDAP user privileges, adding local users, camera configuration, and server configurations on an as needed basis. Monthly scheduled system checks on each server will be made by STRATAGEM SECURITY, INC. to determine that minimum requested video retention is being met. The SUBSCRIBER's 'System Administrator' will be notified and advised before any changes to settings will be made.
- f) STRATAGEM SECURITY, INC. will respond to requests for service as follows:
 - Non-emergency requests - STRATAGEM SECURITY, INC. will have a technician onsite within 48 hours. Such work shall be performed between the hours of 8:00 A.M. and 4:30 P.M. on normal business days excluding Saturdays, Sundays and Holidays.
 - Emergency requests – If received before noon, STRATAGEM SECURITY, INC. will have a technician onsite within the same day. Such work shall be performed between the hours of 8:00 A.M. and 4:30 P.M. on normal business days excluding Saturdays, Sundays and Holidays.
 - Remote Support Requests - STRATAGEM SECURITY, INC. will have a technician respond within 48 hours. Such work shall be performed between the hours of 8:00 A.M. and 4:30 P.M. on normal business days excluding Saturdays, Sundays and Holidays.
 - STRATAGEM SECURITY, INC reserves the right to determine if a service related issue can be repaired via remote support.
 - Requests for service not listed above will be available on a time and material basis at an hourly rate of \$250.00 per hour with a 4 hour minimum charge.

7. NO GUARANTEE: EVEN IF THE EQUIPMENT IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO GUARANTEE THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED. For these reasons, SUBSCRIBER is responsible for maintaining appropriate caution and insuring life and property with the types and amounts of insurance SUBSCRIBER deems appropriate.

8. SUBSCRIBER shall give STRATAGEM SECURITY, INC. prior written notice of any changes to the SUBSCRIBER'S premises. The expense of all ordinary service and repair to said system due to normal wear and tear, as well as the expense of extraordinary service and repair of said systems due to alterations of the SUBSCRIBER'S premises, damage to such premises or the system or any other cause shall be borne by the SUBSCRIBER.

9. The obligation of STRATAGEM SECURITY, INC. to provide service, relates solely to the systems specified in the "Schedule of Equipment" and STRATAGEM SECURITY, INC., is not obligated to service, repair, replace, operate or assure the operation of any device, system or property belonging to SUBSCRIBER or any third party to which such specified systems are attached.

10. SUBSCRIBER shall provide and maintain, if required, 110 volt current points and outlets as required by STRATAGEM SECURITY, INC. through SUBSCRIBER'S own electric meter and at the SUBSCRIBER'S expense.

11. STRATAGEM SECURITY, INC. shall not be liable for any delays however caused in installation or servicing of the systems, or for the interruptions of service caused by strikes, riots, floods, acts of God or by any event beyond the control of STRATAGEM SECURITY, INC., and will not be required to furnish service to SUBSCRIBER while such interruption shall continue.

12. PERIODIC TESTING BY SUBSCRIBER. All equipment is subject to compromise, failure to warn or mechanical failure for a wide variety of reasons. SUBSCRIBER agrees to test the system to assure that its many sophisticated and sensitive components are in good working order, and shall notify STRATAGEM SECURITY, INC. if any component fails to function properly during test.

13. This agreement is not binding unless approved in writing by an authorized representative of STRATAGEM SECURITY, INC. if such approval is not obtained, the only liability of STRATAGEM SECURITY, INC. shall be to return to the SUBSCRIBER the amount, if any, paid to STRATAGEM SECURITY, INC. upon the signing of this agreement.

14. This agreement DOES NOT cover any damage caused by abuse, neglect, water, flooding, fire, freezing, overheating, vandalism, earthquakes, tornados, acts of god or terrorism.

15. In the event that the SUBSCRIBER, for good cause, is dissatisfied with services performed by STRATAGEM SECURITY, INC., the SUBSCRIBER will notify STRATAGEM SECURITY, INC. of such in writing. The SUBSCRIBER will allow STRATAGEM SECURITY, INC. the opportunity to correct such dissatisfaction.

Stratagem Security Inc.

Basil Morales
President

Town of Woodbury

By: _____
Title: _____
Date: _____