Appendix 1C

SOFTWARE SUPPORT AND MAINTENANCE EXHIBIT

EXHIBIT

SOFTWARE SUPPORT AND MAINTENANCE

Vendor shall provide the support services described in Section 1 below (the “Support”) and Upgrades as described in Section 2 below (the “Maintenance”).

1. SUPPORT

1.1 TYPES OF SUPPORT. Vendor shall provide the following types of Support for the Software during the “Principal Period of Support”, which is a nine-hour contiguous daily time period between the hours of 8:00 AM and 5:00 PM, ET, Monday through Friday, excluding Vendor’s published holidays (see Schedule 2).

1.1.1 Telephone/Email Support. Vendor technical staff shall attempt to answer questions and assist Customer in resolving issues related to the Software.

1.1.2 Remote Access Support. Vendor shall access the Software to perform remote diagnostics, verification and/or correction of issues.

1.1.3 Additional Support. For other support related activities that are not covered above, Customer may purchase Additional Support for the Software as described below in Section 4.

1.2 INFORMATION REQUIRED. Prior to requesting Support (a “Customer Request”), Customer must gather information in sufficient detail to permit Vendor to take appropriate action. Based upon the Severity Level, Vendor may begin investigation before a complete notification is received provided Customer promptly provides Vendor with the applicable information. Customer’s Authorized Contacts (Schedule 1) must provide the following information:

* Customer Name
* Authorized Contact Name
* Contact Phone Number
* Short Description of the Problem
* Severity Level (as defined below)
* Full text and code number of any error messages
* When did the problem first occur?
* Did this function/feature work prior to now?
* Did any events/changes occur during the timeframe in which the problem first occurred?
* Is the problem reoccurring?
* What resolutions or troubleshooting steps have been tried and what were the results?

1.3 SEVERITY LEVELS. Customer shall initially assign one of four Severity Levels to a Customer Request, which may be subsequently changed by mutual agreement between Vendor and Customer. Vendor shall respond to the Customer Request based upon the Severity Level initially assigned by Customer. The Severity Levels are:

1.3.1 Severity Level 1: An unplanned outage of the Software in which the system crashes, hangs, loses data or leaves the Software in a state that is not operational.

1.3.2 Severity Level 2: The Software is up and running but a major area of core functionality (non-administrative) is unavailable, no workaround exists, and a large percentage of users are impacted by the problem.

1.3.3 Severity Level 3: The Software is operational, major functional areas are available, and either (1) an error occurred within one of the features but the error does not prevent use of the essential functionality; or (2) a slight operational error or inconvenience occurred that impacts a small percentage of users; or (3) a general degradation in performance is experienced.

1.3.4 Severity Level 4: A minor issue related to usability, including text errors, screen or report alignment, incorrect colors, sorting errors on reports, etc.

1.4 RESPONSE TO CUSTOMER REQUESTS. Vendor shall respond to Customer Requests as described below.

1.4.1 Acknowledge: Vendor shall acknowledge the Customer Request and log the request in its Problem Reporting system.

1.4.2 Level of Effort: Vendor shall address the Customer Request using a commercially reasonable level of effort that is commensurate with the Severity Level.

1.4.3 Status: Vendor shall provide the Customer with status regarding the Customer Request based upon the Severity Level. For Severity Levels 1 and 2, Vendor shall provide both verbal and written status. For Severity Levels 3 and 4, Vendor shall provide either verbal or email status.

1.4.4 Circumvention: Vendor’s first priority is to assist Customer in getting the Software operational. This may be accomplished through a correction, adjustment, temporary solution, reasonable work around, or patch if possible (“Circumvention”). If during the course of problem resolution one of these actions improves the condition of the problem, then the Severity Level will be changed to reflect the current situation.

1.4.5 Resolution: Issue “Resolution” means Vendor has provided Customer with a New Version, New Release, or Maintenance Patch that contains a fix or written instructions that enable Customer to correct the issue. Customer acknowledges that New Versions, New Releases or Maintenance Patches for third party Software must come from the applicable third party and that Vendor does not control the timing. If a Resolution cannot be accomplished in a timely manner and a temporary solution has been provided, Vendor will then provide a long-term action plan describing its approach to resolving the Customer Request.

1.4.6 Guidelines: Vendor will use the following non-guaranteed guidelines to address Customer Requests during the Principle Period of Support.

|  |  |  |  |
| --- | --- | --- | --- |
| Severity | Acknowledge | Status | Circumvention |
| 1 | 2 hrs | 8 hrs or as mutually agreed | 48 hrs |
| 2 | 4 hrs | 16 hrs or as mutually agreed | 96 hrs |
| 3 | 8 hrs | Upon Request | N/A |
| 4 | 16 hrs | Upon Request | N/A |

2. SOFTWARE MAINTENANCE AND UPGRADES

2.1 Upgrades for Vendor Software: Vendor may release Maintenance Patches, New Releases or New Versions (each, as defined below) to correct issues, add updates, make adjustments or provide improvements as described below. If Customer requests deployment assistance from Vendor, Customer shall pay Vendor the applicable Additional Support fee and Travel Expenses associated with the deployment.

2.2 Maintenance Patches: Vendor may determine it is necessary to make modifications to the Software or related documentation that correct errors or deficiencies or are identified by Vendor as mandatory changes to the Software.

2.3 New Releases: From time to time, as Vendor sees fit, Vendor may make changes or additions, other than Maintenance Patches or New Versions, to the Software or related documentation to support the systems with which the Software is designed to operate, to improve existing functions and performance, to provide other updates, or are identified by Vendor as mandatory changes to the Software.

2.4 New Versions: From time to time, as Vendor sees fit, Vendor may make significant changes or additions, other than Maintenance Patches or New Releases, to the Software or related documentation that adds new functionality, or improve performance by changes in system design or coding. New Versions will not include, however, any changes or additions to Software that Vendor does not make generally available to customers who are receiving Support, which shall instead constitute a "New Product."

2.5 Version. Release. Maintenance: is the numbering scheme for the Software, for example: 2.5.10, with 2 being the "Version," 5 being the "Release," and 10 being the "Maintenance” number.

3. SUPPORT FOR THIRD PARTY UPGRADES [Tailor as needed or delete if not applicable]

3.1 Third Party Maintenance Patches: \_\_\_\_, \_\_\_\_, and \_\_\_\_ issue maintenance patches from time to time for products with which the Software work (the “Third Party Products”). These patches are intended to correct issues in the Third Party Products and should not impact the Software. Therefore, Vendor does not perform any evaluation or testing of these patches in regards to the Software.

3.2 Third Party New Releases: If Customer determines a need to update to a Third Party Product new release, it will notify Vendor of its intentions through a Customer Request. Vendor shall then determine if an update to the Software is required. Vendor shall notify Customer of the need to update or not. If Vendor needs to update the Software, it shall do so within a commercially reasonable timeframe based upon the scope of effort required.

3.3 Third Party New Versions: Vendor may, at its sole discretion, provide updates to Software to support new versions of applicable Third Party Products. If Customer requests Vendor to update Software to support a Third Party Product new version, Customer shall pay Vendor the applicable Additional Support fee and Travel Expenses associated with the update.

4. ADDITIONAL SUPPORT

4.1 Description. Customer may have a need for support that is not described above (“Additional Support”). This includes but is not limited to:

1. On-site support

2. Deployment assistance for Maintenance Patches, New Releases and New Versions

3. Updates to support New Versions of Third Party Products

4. Developer support for Customer

5. Enhancement requests associated with Software

6. Support outside of the Principal Period of Support

7. Training

4.2 Time and Material Support: Additional Support will be available to the Customer on an hourly time-and-material basis, provided in one (1) hour minimum increments. Customer will be invoiced monthly for the Additional Support at the applicable Time and Material rates.

5. TRAVEL EXPENSES

Customer-approved travel and living expenses associated with providing Support, Upgrades or Additional Support (“Travel Expenses”) will be invoiced separately on a monthly basis as travel expenses are incurred.

6. CUSTOMER RESPONSIBILITIES

Customer shall:

6.1 Identify three (3) authorized contact personnel, including a primary contact, for the purposes of receiving services under this Exhibit (see Schedule 1). Customer may change these authorized contacts by providing Vendor written notice of the change. Vendor will direct all official communications to the primary contact.

6.2 Provide Vendor reasonable access to the Software to perform Support including remote access (via Internet, VPN, etc.) to perform remote Support.

6.3 Commit resources in a timely manner that are knowledgeable with the Software and related third party products (including databases, operating systems, networks, computers, and other equipment) to assist Vendor while providing services hereunder.

6.4 Be responsible for installation, testing, and deployment of New Versions, New Releases and Maintenance Patches in Customer’s development, test, and production environments.

6.5 Be responsible for charges incurred for communication facilities at the Customer's facilities, whether incurred by the Customer or by Vendor representatives while performing services.

6.6 Be responsible for regular administration and maintenance of the Software, by a System Administrator trained in the operating system, database administration, and third party tools and applications purchased by Customer.

6.7 Perform all back-ups and ensure their accuracy.

6.8 Maintain up-to-date support contracts for all third party applications and hardware related to the Software.

7. SUPPORT LIMITATIONS

7.1 Vendor’s obligations under this Exhibit apply to the Customer only. Vendor has no obligation to provide any Support or other services to Customer’s customers, agents, or vendors.

7.2 Customer acknowledges that Vendor does not provide help desk or similar services to Customer’s end users.

7.3 This Exhibit does not obligate Vendor to provide on-site services, except to the extent that Vendor believes on-site Support is necessary for it to fulfill its obligations under this Exhibit.

7.4 Support and Upgrades are contingent upon the use of unmodified Software, unless modifications were approved by Vendor, operated in accordance with Vendor’s documentation. Support specifically excludes the following: (1) Support to a version of the Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore Customer’s data.

7.5 Support for third party products is not included under this Exhibit.

7.6 Any Upgrades to third party products are provided by the applicable third party licensor.

7.7 Unless purchased as Additional Support, Vendor is not responsible for the installation and testing of New Versions, New Releases, or Maintenance Patches.

7.8 Customer may reinstate lapsed Maintenance (within 12 months), provided Vendor continues to support the applicable Software, by paying 125% of all support fees then in arrears. Customer may exercise its right to reinstate lapsed Maintenance no more than once without the written agreement of Vendor.

Schedule 1

Authorized Customer Contact Information

|  |  |  |  |
| --- | --- | --- | --- |
| Primary Contact Person | | | |
| Name: |  | Title: |  |
| Phone Number: |  | Cell Number: |  |
| E-mail address: |  |  |  |
| Auxiliary Contact Person | | | |
| Name: |  | Title: |  |
| Phone Number: |  | Cell Number: |  |
| E-mail address: |  |  |  |
| Auxiliary Contact Person | | | |
| Name: |  | Title: |  |
| Phone Number: |  | Cell Number: |  |
| E-mail address: |  |  |  |

Schedule 2

Vendor Published Holidays

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| --- |
| New Year’s Day |
| President’s Day |
| Memorial Day |
| Independence Day |
| Labor Day |
| Thanksgiving, and the day after |
| Christmas Eve and Christmas Day |