



## **Software Support Terms and Conditions | 2019**

*The following document describes the terms and conditions of Software Support between:*

**Information Systems Corporation**

**3210 Fiechtner Drive Fargo ND, 58103**

*Hereafter referred to as the "Information Systems Corporation" and:*

[Insert Company Name here]

*Hereafter referred to as "Customer".*

### **A. SCOPE OF COVERAGE**

1. Information Systems Corporation's Software Support consists of telephone, e-mail, and remote access (modem, VPN, WebEx, etc.) Software Support calls.
2. Basic Technical Support will be provided to customer only if customer is authorized to receive updates and is current on all payments due to Information Systems Corporation, as applicable.
3. All Information Systems Corporation support services provided by Information Systems Corporation that are not covered in this document, whether provided in person, by telephone or by other remote access options, will be billed at **\$200.00/hour**. An illustrative list of Information Systems Corporation Software Support services excluded from coverage is explained in Section E. 2

### **B. Information Systems Corporation Responsibilities**

1. For Basic Technical Support, Information Systems Corporation will receive and track problems from authorized Technical Contract(s) via telephone or e-mail. Information Systems Corporation will use commercially reasonable efforts to provide Technical Contract(s) with Technical Support consisting only of telephone assistance, e-mail remote access (modem, VPN, WebEx, etc.), and access twenty-four (24) hours per day, seven (7) days per week to web-based self-help and other web-based resources.
  - a. Service Level Objectives. During the Term of Maintenance hereunder, Information Systems Corporation will use commercially reasonable efforts to meet the following service level objectives and response times. *(page 2)*



Severity	Initial Callback	Definitions	Contact Frequency	Problem Resolution
1	≤2 Hours	<p>Severe problem preventing customer or workgroup from performing critical business functions</p> <ul style="list-style-type: none"> <li>• Production data corruption (data loss, data unavailable)</li> <li>• Production System crash or hang</li> <li>• Production significantly impacted.</li> <li>• Production System and/or data is at high risk of potential loss or interruption.</li> <li>• Production System workaround is required immediately.</li> </ul>	Daily	Continuous Business Days
2	≤4 Hours	<p>Customer or workgroup able to perform job function, but performance of job function degraded or severely limited.</p> <ul style="list-style-type: none"> <li>• Production System adversely impacted.</li> <li>• Non-Production System crash or hang</li> <li>• Non-Production System and/or data is at high risk of potential loss or interruption.</li> <li>• Non-Production System workaround is required immediately.</li> <li>• Development system (s) is/are inoperative.</li> </ul>	Every Other Day	Continuous Business Days
3	≤1 Business Day	<p>Customer or workgroup performance of job function is largely unaffected.</p> <ul style="list-style-type: none"> <li>• Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.</li> </ul>	Weekly	As required Business Days
4	≤2 Business Days	<p>Customer or workgroup performance of job function is unaffected.</p> <ul style="list-style-type: none"> <li>• A question regarding product use/functionality has arisen – a question that is minor and non-critical in nature.</li> </ul>	Bi—Weekly	As required Business Days

2. Information Systems Corporation does not support:
  - i. Modified or damaged software or any portion of the software incorporated with or into other software;
  - ii. Software that is not the then-current release or the immediately previous sequential minor release;
  - iii. Problems caused by client’s negligence, abuse or misapplication, use of the Software other than as is specified in the applicable user documentation, or other causes beyond the control of Information Systems Corporation; or
  - iv. Problems caused by any hardware or software which may be necessary to use the software due to a workaround or update.
- i. Updates to the Software are available to the customer upon payment of the customer’s annual maintenance fee to Information Systems Corporation.
2. Support for workflow products and Captiva intelligent capture is strictly limited to the support of the functionality of the software. All support for workflow maps, Captiva and coding/ programming is considered a billable support call and a purchase order must be provided prior to the commencement of this type of support. This support can be purchased based on the prevailing daily rate of professional services.
3. It is at the sole discretion of Information Systems Corporation to decide when a support call becomes a billable PS event.



### **C. CLIENT RESPONSIBILITIES**

1. The client understands and agrees that proper operation of the system is dependent on them having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cases, and adherence to the minimum configurations set forth in the System Proposal or recommended by the software developer
2. Client agrees to ensure they perform regular system backups.
3. Client agrees to ensure that Technical Team is trained and knowledgeable in the use of all applicable software

### **D. SPECIFIC EXCLUSIONS**

*The following items are specifically excluded from the terms and conditions stated in this document, and the responsibility for performing these functions rests solely on Information Systems Corporation:*

1. HARD DISK: Disk surface test and integrity analysis; Disk defragmentation; Virus scanning protection
2. FLOPPY DRIVE/ TAPE DRIVE: Head Cleaning, Head Cleaning Kit.
3. DATABASE INTEGRITY: Routine database or index file rebuilds; database restoration from backup source.
4. BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES: Performing regular backup to tape, floppy or optical, as applicable; Testing the integrity of backup media and data/images, as well as the System's ability to restore data from a backup source, Safe and proper storage of the backup media.
5. The terms and conditions set forth in this document do not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds beyond the initial installation and testing period.
6. The terms and conditions set forth in this document do not cover software installations or version upgrade performed by end user personnel unless previously approved in writing by the management of Information Systems Corporation Technical Support Department.
7. The terms and conditions set forth in this document do not cover service, repairs, parts or travel necessary because of accident, misuse, modification, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, alteration, fire, water or other casualty, acts or omissions in performance by non-Information Systems Corporation personnel; malfunctions of parts, attachments or programs not supplied and installed by Information Systems Corporation; aging, obsolete or incompatible Hardware or Software not supplied and installed by Information Systems Corporation; or the use of inferior or incompatible parts or supplies as determined by Information Systems Corporation.
8. The terms and conditions set forth in this document do not cover storage media, including but not limited to ; optical disks, CD's, floppy disks, tapes, etc.

### **E. GENERAL**

1. The Information Systems Corporation Software Support term is 12 (twelve) months from support anniversary date. Information Systems Corporation will send a renewal reminder to the customer that includes the charge for the next 12 (twelve) month period at the then prevailing rate. This renewal will also serve as an invoice if customer chooses to renew support.
2. Information Systems Corporation Software Support is not assignable and may be cancelled by Information Systems Corporation upon written notice to the customer if the System is sold, leased, moved or transferred to another location or entity.
3. The terms and conditions set forth in this document constitute Information Systems Corporation Software Support with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in these terms and conditions. No amendment or waiver of these terms and conditions may be made except in writing
4. Information Systems Corporation will not be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reasons of a like or dissimilar nature beyond its control. In no event will Information Systems Corporation be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use the System or related documentation.



5. The offering of Information Systems Corporation Software Support, in and of itself is no guarantee that the System is suitable for the customer's purposes, or whether the system will achieve your intended results. This paragraph is not intended to diminish or alter any representations or warranties with respect to the performance, ownership or design of the system, or support of the software made elsewhere in these terms and conditions or otherwise by Information Systems Corporation.
6. Information Systems Corporation's liability in case of non-performance herein will be limited to the Annual Software Maintenance Renewal Charge.

#### **F. PROCEDURES**

1. Payment of the Information Systems Corporation Software Support charge entitles the Customer to contact a trained Information Systems Corporation Software Support representative with questions regarding our products. Our courteous support team may be reached via telephone and e-mail.
2. The Information Systems Corporation FTP Site ([www.iscimag.com](http://www.iscimag.com)) contains updated technical reference materials. In addition, every customer with an active Information Systems Corporation Software Support contract may request upgrades within the then current yearly term.
3. Information Systems Corporation Software Support Services: When contracting the Information Systems Corporation Support Services department, please be sure to have the following information: company name, product in question, the product version you are using, and the nature of issue you are experiencing.
4. Normal Technical Support Hours of Operation is defined as Monday thru Friday, excluding holidays, between 8:30AM and 5PM. Support during these hours of operation is available to each customer based on the time zone, within the contiguous United States, in which their system resides. Toll Free: (800) 359-1048 Local: (701) 232-7495, (952) 934-5457.
5. E-mail: feel free to e-mail our support department ([support@iscimag.com](mailto:support@iscimag.com)), 24 hours/ 7 days.
6. After-hours support is defined as requested support outside of Normal Technical Support Hours of Operation (as defined above). For after-hours support please call our support line at (800) 359-1048 and follow the prompts to initiate contact with our on-call support personnel. Expected response time is within one hour of the initial phone call to Information Systems Corporation Customer Support Services. The Information Systems Corporation Customer Support Services department reserves the right to reconsider the severity of the after-hours support issue and determine if the issue is an emergency. If it is not considered an emergency, a return call during Normal Technical Support Hours of Operation will be recommended. At Information Systems Corporation's sole discretion all after-hours support will be subject to additional fees billed at \$200.00/hour. If a waiver of after-hours support fees is desired a written request must be submitted to Information Systems Corporation management within 30 days of each after-hours support incident.
7. Software Updates: all software updates are processed on a request and receive basis. Customers may contact Information Systems Corporation support department to receive all software updates. Upgrades may be downloaded from the FTP site. Customers must first call the Information Systems Corporation support team for the current password. Please be able to provide company name, the software version and the product serial number.
8. Remote Support: Information Systems Corporation strongly suggests that every customer obtain remote control software (i.e. PC Anywhere, VPN, WebEx, etc.) or provide alternative means to use for technical assistance. These products are necessary in order for the Information Systems Corporation support team to assist you remotely. With Remote control software our technicians can access your system directly and fix most problems with little or no user intervention. It also serves as a learning process since the end user sees all functions as they occur.
9. System: While Information Systems Corporation can assist you with any question relating to our software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance, preventative maintenance or applicable hardware and version updates of third party software with any application service packs.



## **G. OPENTEXT TERMS & CONDITIONS**

### *Initial Term and Renewal:*

1. The Initial Term for OT Protect Software Maintenance Program is twelve months beginning on the Start Date. Unless either party provides 90 calendar days written notice prior to the expiration of the current term, the OT Protect Software Maintenance Program will automatically renew for a Subsequent Term on an annual basis, commencing each anniversary of the Start Date. Before the commencement of a Term, you will be obligated to pay the applicable entire annual OT Protect Software Maintenance Program fee with respect to the Covered Software which you have licensed from OT, failing which OT may suspend some or all of the OT Protect Software Maintenance Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable OT Protect Software Maintenance Program fee. OT may increase the annual fee for Subsequent Terms of software maintenance by no more than 10% of the price of the previous Term. All fees paid for the OT Protect Software Maintenance Program are non-refundable.

### *Decommissioning/Reduction of Licenses*

2. All requests to renew OT Protect Software Maintenance Program on a fewer number of licenses or modules for software than is currently covered under maintenance and support must be submitted in writing to OT no less than 90 calendar days prior to the expiration of the then-current Term. Acceptance of any requests to align fees for the remaining software is at OT's sole discretion. If OT accepts such a request, OT shall only provide Updates and software support for the number and type of licenses included in your then remaining Covered Software being renewed under maintenance and support. The maintenance charges for the remaining Covered Software shall be re-priced. In such an event, the fees applied to each license may differ from any earlier Terms (for example, previously granted fee discounts are not applicable).

### *Reinstatement Fees:*

3. If you do not renew a Term of the OT Protect Software Maintenance Program for the Covered Software, you may, upon agreement by OT, subsequently purchase OT Protect Software Maintenance Program services for said Covered Software for a fee to be determined by OT at time of request. However, in addition to the fee for the new Term, which shall be a minimum of 12 months, you will need to pay the fees that would have been payable had you continued the OT Protect Software Maintenance Program uninterrupted. The fees charged to re-instate the OT Protect Software Maintenance Program are subject to a surcharge for each lapsed month, including the month of reinstatement.