



www.CASO.com

134 West 29th St. 3RD Floor
New York, NY 10001

3453 Interstate 35 North, Suite 215
San Antonio, TX 78219

Exhibit A

Software Maintenance and Support Terms and Conditions

The following document describes terms and conditions of software support services provided from CASO, Inc. for annual paid software maintenance agreements.

(A.) SCOPE OF COVERAGE

1. Software Support consists of telephone, e-mail, and remote access (VPN, WebEx, GoToMeeting, etc.) Software Support Calls.
2. Basic technical support will only be provided if client is authorized to receive updates and is current on all payments due to CASO, Inc., as applicable. (Client Site visits are not included in the scope of support under these terms and conditions and will be billed separately.)
3. All Software Support services that are not covered in this document will be billed at current professional services hourly rates.

(B.) CASO, INC. RESPONSIBILITIES

1. For basic technical support, as provided as covered in this document, CASO will receive and track problems from authorized technical contacts via telephone or e-mail. CASO, Inc. will use commercially reasonable efforts to provide technical contact(s) with technical support during normal business hours, and extended support if applicable after hours (at extended support current rate).

2. Service Level Objectives. During the Term of Maintenance hereunder, CASO will use reasonable efforts to meet the following service level objectives and response times:

Rank	Initial Callback	Definition	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"> • Production data corruption data loss, data unavailable • Production System crash or hang • Production Systems significantly impacted • Production System and/or data is at high risk of potential loss or interruption • Production System workaround is required immediately 	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"> • Production System adversely impacted • Non-Production data corruption (data loss, data unavailable) • Non-Production System crash or hang • Non-Production System and/or data is at high risk of potential loss or interruption • Non-Production System workaround is required 	Daily	Continuous Business Days

		immediately		
3	≤ 1 Business Day	<p>Customer or workgroup performance of job function is largely unaffected</p> <ul style="list-style-type: none"> • Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use. 	Weekly	As required Business Days
4	≤ 2 Business Days	<p>Minimal system impact; includes feature requests and other non-critical questions</p> <ul style="list-style-type: none"> • Little or no customer business impact • Requests for Enhancements 	Monthly	As required Business Days

3. CASO, Inc. 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 CASO, Inc.; or (iv) problems caused by any hardware or software that is not supported by CASO, Inc. CASO, Inc. will not be responsible for the cost of any changes to Client's hardware or software which may be necessary to use the Software due to a Workaround or Update. Updates to the Software are available to the Customer upon payment of annual maintenance fee to CASO, Inc., as they may become available, during the Term of Client's authorized administrative contact. CASO, Inc. does not cover software installations or version upgrades performed by end user personnel unless previously approved in writing by the management of CASO Technical Support Department. Installation of updates or version upgrades can be purchased based on the prevailing rate of Professional Services. Support for Workflow products is strictly limited to the support of the functionality of the software. All support for workflow maps 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 rate of Professional Services.

4. It is the sole discretion of CASO, Inc. to decide when a support call becomes a billable PS event.

(C.) CUSTOMER RESPONSIBILITIES

1. The Customer understands and agrees that proper operation of the system is dependent on Customer having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to the minimum configurations set forth in the System Proposal or recommended by the software developer.
2. Customer agrees to ensure that regular System Backups are performed
3. Customer agrees to ensure that Technical Contacts will be trained and knowledgeable in the use of applicable software.
4. Customer agrees to provide CASO, Inc. with access to information and system facilities (including user ids and passwords), as reasonably determined necessary by CASO, Inc. to provide timely support pursuant to the terms herein.
5. CASO, Inc. software support does not include customization, application design/setup, or programming. If furnished, support of the aforementioned items will be invoiced at CASO, Inc.'s current rates for such services.
6. Existing or Customer supplied Hardware/Software must be in good working condition on the commencement date of Software Support and throughout the coverage period.

(D.) NOTIFICATION PROCEDURES

1. In the event of a System Malfunction, the Customer shall document and make available any error messages or codes generated by the System. This documentation shall be maintained by Customer's authorized technical point of contact.
2. Once it is determined that Software Support may be necessary, Customer will contact CASO, Inc. and request system support. The customer will need to provide system serial numbers, a complete and concise description, including all pertinent details of the problem, software product name and version, and relevant operating system or platform information, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by customer.

(E.) SPECIFIC EXCLUSIONS

The following items are specifically excluded from the terms and conditions stated within this document, and the responsibility for performing these functions rests solely with the Customer:

1. HARD DISK: Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.
2. DATABASE INTEGRITY: Routine database or index file rebuilds; database restoration from backup source.
3. BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES: Performing regular backups to tape, floppy or optical, as applicable; Testing the integrity of the 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.
4. 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.
5. The terms and conditions set forth in this document do not cover software installations or version upgrades performed by customer personnel unless previously approved in writing by the management of CASO, Inc. Technical Support Department.
6. 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-CASO personnel; malfunctions of parts, attachments or programs not supplied and installed by the CASO; aging, obsolete or incompatible Hardware or Software not supplied and installed by CASO; or the use of inferior or incompatible parts or supplies as determined by the CASO.
7. The terms and conditions set forth in this document do not cover storage media, including but not limited to; optical disks, Blu-ray's, DVD's, CD's, etc.

(F.) GENERAL

1. The CASO Software Support term is 12 (twelve) months from the support anniversary date. CASO 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. CASO Software Support is not assignable and may be canceled by Customer 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 CASO 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. CASO will not be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will CASO 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 CASO 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 the Customer's 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 CASO.
6. CASO's liability in case of non-performance herein will be limited to the Annual Software Maintenance Renewal Charge.

Software support as dictated herein is available via clientservices@caso.com or (888) 388-2276. You can visit our website at www.caso.com to learn more. If you have any questions, please do not hesitate to call us.