CASO Inc. Software Support Terms and Conditions

2019

The following describes the terms and conditions of Software Support from CASO, Inc.

(A.)   SCOPE OF COVERAGE

1. CASO Software Support consists of any software installed by CASO including custom code in the past fiscal year. This agreement is limited to only the software that CASO was contracted to install or support.
2. CASO Software Support consists of remote telephone, e-mail, and remote access (VPN, WebEx, etc.) support services.
3. Basic technical support will be provided to the Client if the Client is current on their annual software support and upgrade assurance plans and on all payments due to CASO, as applicable. Client-requested visits to Client site by CASO staff are not included in the scope of support under this Agreement and will be charged separately at the then-current rate, plus applicable professional services and travel expenses.
4. All CASO Software Support services *not* covered under this Agreement, whether provided in person, by telephone, or by any other means, will be billed at the Client's hourly rate. An illustrative list of CASO Software Support services excluded from coverage is explained in Section E.

(B.) CASO RESPONSIBILITIES

1. For Basic technical support, CASO will receive and track Issues conveyed by authorized Technical Contact(s) via telephone or e-mail (Clientservices@caso.com). CASO will execute reasonable efforts to provide Technical Contact(s) with support via telephone, e-mail, and/or available remote access (VPN, Webex, etc.). Client is required to have or allow remote access for CASO to assist client within the scope of this support agreement.

Service Level Objectives.

Rank	Initial Callback	Definition	Contact Frequency	Problem Resolution
1	< 2 hours	Severe problem preventing customer or workgroup from performing critical business functions. • Production data corruption data loss, data is unavailable • Production System Hang or crash • Production Systems performance significantly impacted • Production data is at risk of interruption	Daily	Continuous Business Days

Rank	Initial Callback	Definition	Contact Frequency	Problem Resolution
2	< 4 hours	Customer or workgroup able to perform job function, but performance of job function is degraded or severely limited. • Production System impacted • Production data corruption (data loss, data unavailable) • Production System hung or crash • Production data is at risk of potential loss or interruption	Every other day	Continuous Business Days
3	< 1 Business Day	Customer or workgroup performance of job function is largely unaffected • Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use. • Non-Production System crashed or hung • Non-Production System and is at risk of potential interruption	Weekly	As required Business Days
4	< 1 Business Day	Minimal system impact; includes feature requests and other non-critical questions • No customer business impact • Requests for Enhancements	Monthly	As required Business Days

2. CASO does not support:

   a. Modified or damaged CASO Software or any portion of the Software incorporated with or into other software;
   b. Problems caused by Client or the Client's negligence, abuse, misapplication, and/or any use of the Software other than as specified in the applicable user documentation;
   c. Problems caused by hardware or software not supported by CASO. CASO will not be responsible for the cost of any modifications to Client hardware or software when such modifications become necessary to use the Software due to a Workaround or Update;
   d. Other causes beyond the control of CASO

3. Updates to CASO Software are available to Clients current with their software maintenance/versioning. Installation of updates or version upgrades can be purchased based on the prevailing daily rate of Professional Services.

(C.)   CLIENT RESPONSIBILITIES

The Client understands and agrees that proper operation of the system and the related software is

dependent upon Client 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 devices, and adherence to the minimum configurations set forth in the System Proposal, or recommended by the software developer and manufacturer.

Client agrees and ensures that the Client performs all recommended maintenance, replication (If applicable) and system backups in the protection of client systems and software.

1. Client agrees to ensure that their Technical Contacts are trained and knowledgeable in the use of all applicable Software installed at Client's site.
2. CASO Software Support does not include customization, application design/setup, or software coding/recoding work. If provided via mutual agreement, the foregoing items will be invoiced at CASO's then current billable rates for such services.
3. Existing supplied Hardware/Software must be maintained to currently supported levels and in good working condition on the date the CASO Software Support Agreement become effective and throughout the coverage period.

(D.)   CLIENT NOTIFICATION PROCEDURES

1. In the event of a System malfunction, the Client shall document and make available any error messages or codes generated by the System. This documentation shall be maintained by the Client's authorized technical point of contact. The documentation must be kept at the Client's location for reference.
2. Once the Client has determined that CASO Software Support may be necessary, Client will contact CASO at Clientservices@caso.com and request system support. To the best of Client's ability, Client will provide the System Serial Numbers, a complete and concise description of the issue, including all pertinent details of the problem. Client shall also provide the software product name and version, and relevant operating system or platform information, as well as what activities that were performed prior to the malfunction, along with any corrective action that was taken by the Client.

(E.)   SPECIFIC EXCLUSIONS

The following items are specifically excluded from the terms and conditions of this Agreement, and responsibility for performing these functions rests solely with the Client:

1. DATABASE INTEGRITY. The following are specifically excluded:
    a. Routine database schema maintenance;
    b. Entity relationship management;
    c. Existing queries, views, and/or stored procedures created by the Client;
    d. Data normalization and/or data cleansing;
    e. External and/or third-party data synchronization/system integration;
    f. Integrity of data restored from backup & replication sources

2. BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES.   The following are specifically

excluded:
- a. Performing regular backups;
- b. Testing the integrity of backup media and data/images
- c. The system's ability to restore data from backup sources;
- d. Safe and proper storage of backup media.

3. System Administration and Help Desk
   - a. User setup, password management and modifications
   - b. System configuration and permissions
   - c. Infrastructure and environment issues
   - d. System performance tuning for growth and volume spikes
4. The terms and conditions set forth in this Agreement do not cover data entry, data recovery, database definition or schema modifications, image recovery, or index rebuilds beyond the initial installation and testing period.
5. The terms and conditions set forth in this Agreement 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; it does not cover acts or omissions occurring with the performance of work by non-CASO personnel; it does not cover malfunctions of parts, attachments or programs not supplied and installed by CASO; the Agreement also does not cover 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 CASO.

(F.)   GENERAL

1. The CASO Software Support term is 12 (twelve) months from the support start or anniversary date. CASO will send a notification to Client's Help Desk sixty 60 days before the software maintenance expires.
2. The terms and conditions set forth in this Agreement constitute "CASO Software Support" with respect to the subject matter described herein. CASO makes no representation, oral or written, that any other type or kind of support is available. Amendment or waiver of these terms and conditions of this Agreement must be made in writing and mutually agreed upon.
3. CASO will not be responsible for delays of, or any hindrances to, Client system services caused, directly or indirectly, by acts of nature. In no event will CASO be liable for losses, including profits, or the costs of consequential damages arising from the use of, or the inability to use, Client Systems.
4. The intent of CASO Software Support Services is to provide reliable and effective consult and support, yet due to factors outside of CASO's control CASO Support alone does not guarantee that the System is or will become suitable for the Customer's purposes or intended results.
5. CASO's liability regarding any contention of dereliction, negligence, or other issues related to non-performance will be limited to the cost of the current agreement.
6. CASO requires that Client software is maintained to currently supported levels which includes the underlying Infrastructure, Operating System Patches and recommended Security Updates.

(G.) PROCEDURES

1. Payment of the CASO Software Support charge entitles the Client to contact a trained CASO Software Support representative with questions regarding our products. Our courteous support team may be reached via telephone and e-mail.
2. CASO Software Support Services: When contacting the CASO Client Support Services department (Clientservices@caso.com), please be sure to have the following information: Company name, product name, 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 the Client.
3. Technical Support Hours of Operation: Monday thru Friday 8:30 AM to 5:30 PM EST.
4. E-mail: Feel free to e-mail our support department (Clientservices@caso.com), 24 hours/ 7 days.
5. Emergency Support (requested support outside of our normal technical support hours of operation): CASO provides each client with the cell phone numbers of their Account Manager(s), main technical support, VP of PS, and the CEO and President in the event emergency service is required. The CASO Client Support Services department reserves the right to reconsider the severity of the support issue and determine if the issue is an actual emergency. If it is not considered an actual emergency, a return call during normal support hours (8:30 AM thru 8:30 PM) will be recommended.
6. Software Updates: All software updates are processed on a request and receive basis. Clients may contact the CASO support department to receive all software updates. Upgrades are downloaded from the FTP site. Clients must first call or email (Clientservices@caso.com) the CASO support team for the current password. Client must supply an end user name, company name, the software version and product serial number for verification and validation before any download can occur.
7. Remote Support: CASO strongly suggests that every Client obtain Remote control software (i.e. PC Anywhere, VPN, GoToAssist, etc.) or provide alternative means to use for technical assistance. These types of products are necessary for the CASO 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. If secure methods for remote access are not provided, CASO's ability to support client may be delayed or postponed until proper access is given.
8. Secure Connectivity: If client requires two factor authentication within the client's network, CASO employees and or agents will also require the same level of security and authorization as to mimic that of the user community in which it supports. Secure login is a key factor in maintaining a secure computing environment and the client should support this capability with its key vendors who support critical systems within the client's network.

System: While CASO can assist you with any question relating to our software products, proper system maintenance by the Client must be in place to improve system reliability and performance. General system maintenance should include database maintenance, preventative maintenance of applicable hardware and version updates (Patching) of third-party software.