



**Federal Supply Service  
Authorized Federal Supply Schedule Pricelist**

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**General Purpose Commercial Information Technology Equipment, Software and Services**

**General Description of the Commodities and Services Offered  
Application SIN, FSC Classes and FPDS Codes**

SIN	DESCRIPTION	FSC CLASS/FPDS CODE
SIN 132-33/34	Perpetual Software Licenses & Maintenance of as a Service	7030
SIN 132-50	Training Courses for Information Technology Equipment and Software	U012
SIN 132-51	Information Technology Professional Services	D302, D306, D307, D308 D399

**Contract Number: GS-35F-0559U**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov)

Contract Period: **August 25, 2008 through August 24, 2018**



**Troux Technologies, Inc.**

12301 Research Blvd.  
Research Park Plaza V, Suite 101  
Austin, TX 78759  
TEL: (800)-856-8600 FAX: (512)-346-9180

<http://www.troux.com/>

Pricelist current through Modification #28, dated May 23, 2016.

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**CUSTOMER INFORMATION:**

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN 132/33	Perpetual Software Licenses & Maintenance as a Service
SIN 132-50	Training Courses
SIN 132-51	IT Professional Services

1b.

SIN	Lowest Priced Model Number	Price
132-33/34	G-TU-EX-IU-SM-001	\$62.10
132-50	G-T-TNG-125b	\$684.34/student
132-51	Technical Consultant	\$191.43/hr

**1c. Description of IT Services**

- 1. Deployment Architect** – Minimum / General Experience: Minimum of five (5) years experience in the technologies used for Troux deployments as well as customer interaction and consulting  
Functional Responsibility: Deployment Architects (DA's) are responsible for the technical success of every Troux deployment. DA's work directly with the customer to ensure that the Troux software fits into the customer's technology infrastructure. DA's are also responsible for development of technical specifications for integration, reports, data collection, or other architectural considerations. DA's work directly with customers to perform product installation and configuration to meet customer requirements. DA's work with internal Troux resources such as DE's to ensure that custom software required for the deployment are specified, developed, tested, and installed. Minimum Education: BS Degree or equivalent experience for the service being provided.
- 2. Project Manager** – Minimum / General Experience: Five (5) years or more years experience as a Project Manager with specific skills in the areas of requirements management and customer interaction. Functional Responsibility: Project Managers (PM's) are responsible for the overall success of every project. PM's work with the customer to make sure that all requirements are understood and documents. PM's work with customer resources and Troux resources to ensure that necessary coordination and communications are occurring to ensure timely and on-budget delivery of every project. PM's provide weekly status reports to customers and typically have regular status calls with the customer's project team. Minimum Education: BA, BS, or equivalent experience.
- 3. Senior Technical Consultant** - Minimum/ General Experience: Ten (10) years or more experience as a Enterprise Architect or Consultant with specific skills in the areas of Enterprise Architecture, Metamodeling, or Modeling. Functional Responsibility: Provides senior level leadership in areas of responsibility, including metamodeling, modeling, and Enterprise Architecture best practices. Works with customer and Troux project team to ensure that best practices are applied and developed solutions meet the customer's needs in areas of responsibility. Minimum Education: BA, BS, MS Degree or equivalent experience or subject matter expertise.
- 4. Technical Consultant** - Minimum/ General Experience: Three (3) to ten (10) years or more experience as a Enterprise Architect or Consultant with specific skills in the areas of Enterprise Architecture, Metamodeling, or Modeling. Functional Responsibility: Provides project leadership

in areas of responsibility, including metamodeling, modeling, and process or data modeling. Works with customer and Troux project team to ensure that developed solutions meet the customer's needs in areas of responsibility. Minimum Education: BA, BS Degree or equivalent experience or subject matter expertise.

2. **Maximum order** for SIN 132-33/34: \$500,000; SIN 132-50: \$ 25,000; for SIN 132-33/34: \$500,000
3. **Minimum order**: \$100.00
4. **Geographic coverage**: Domestic Delivery Only
5. **Point(s) of production**: Austin, Travis County, Texas
6. **Discount from list prices** or statement of net price: Prices shown are net, discounts have been applied.
7. **Quantity Discounts**. None
8. **Prompt payment terms**. None
- 9a & 9b **Government credit cards**: Troux Industries accepts Government credit card payments below and above the micro purchase threshold.
10. **Foreign items** (list items by country of origin). N/A
- 11a. **Time of delivery**. Troux Industries shall deliver to destination within the number of calendar days specified on the order and as negotiated between the ordering activity and Troux Industries.
- 11b. **Expedited Delivery**. If Troux resources are available, Troux Industries shall deliver services as soon as possible.
- 11c. **Overnight and 2-day delivery**. If Troux resources are available, the customer may contact Troux for rates for overnight and 2-day delivery.
- 11d. **Urgent Requirements**. Agencies may contact Troux for any urgent requirement.
12. **F.O.B. point(s)**. Destination
- 13a. **Ordering address(es)**: **Troux Technologies, Inc., 12301 Research Blvd., Research Park Plaza V, Suite 101, Austin, TX 78759**
- 13b. **Ordering procedures** and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. **Payment address(es)**: **Troux Technologies, Inc., 12301 Research Blvd., Research Park Plaza V, Suite 101, Austin, TX 78759**
15. **Warranty provision**. See Appendix I
16. **Export packing charges**, if applicable. N/A
17. **Terms and conditions of Government purchase card acceptance** (any thresholds above the micro-purchase level). N/A

18. **Terms and conditions of rental, maintenance, and repair** (if applicable). N/A
19. **Terms and conditions of installation** (if applicable). N/A
20. **Terms and conditions of repair parts** indicating date of parts price lists and any discounts from list prices (if applicable). N/A
- 20a **Terms and conditions for any other services (if applicable)**. N/A
21. **List of service and distribution points** (if applicable). N/A
22. **List of participating dealers** (if applicable). N/A
23. **Preventive maintenance** (if applicable). N/A
- 24a. **Special attributes such as environmental attributes** (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A
- 24b. **If applicable, indicate that Section 508 compliance information** is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).
25. **Data Universal Number System (DUNS) number: 039405365**
26. **Notification regarding registration in Central Contractor Registration (CCR) database.** Troux is registered in the System for Award Management (SAM).

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS**

The Troux Enterprise License Agreements are contained in Appendix I and Appendix II of this document.

**3. GUARANTEE/WARRANTY**

Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**b. Limited Software Warranty.** The following shall be Customer's sole and exclusive remedy and Troux Technologies' entire liability for any breach of the foregoing. Troux Technologies warrants that for a period of thirty (30) days after Effective Date that the Software: (a) will be free from defects in materials and workmanship under normal use; and (b) the Software will function substantially in accordance with the Documentation. This warranty covers only problems reported to Troux Technologies during the warranty period. Customer may perform acceptance testing of the Software, so long as the acceptance period is within the warranty period, and that the intent of the acceptance testing is to determine that the Software will function substantially in accordance with the Documentation. Troux Technologies will, at its sole option and expense, promptly repair or replace any Software which fails to meet this limited warranty or, if Troux Technologies is unable to repair or replace the Software, refund to Customer the applicable License Fees, if any, already paid by Customer upon return of the nonconforming Software to Troux Technologies.

**d. Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-866-273-9371 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday to Friday from 8:00 AM to 11:00 PM (Central U.S. Time).

**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type) :

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

## \_\_\_\_\_ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 33245.

### **6. UTILIZATION LIMITATIONS - (132-33 and 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

- (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.

- (3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software,



documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **7. SOFTWARE CONVERSIONS - (132-33)**

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### **8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Troux shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **9. RIGHT-TO-COPY PRICING**

No right-to-copy licenses are available.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The contractor shall provide training courses normally available to commercial customers, which will permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The contractor shall provide training at the Contractor's facility and/or at the Government's location as agreed to by the Contractor and the Government.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Government.

**4. CANCELLATION AND RESCHEDULING**

- a. A student should notify Troux at least ten (10) business days before the scheduled training date if he or she will not be able to attend. Students may reschedule classes, at no additional charge, up to ten (10) days prior to the commencement of open-enrollment courses as long as seats are available.
- b. Confirmed students, who cancel or reschedule within the 10 business days prior to a class will be charged a fee equal to 50% of tuition. This fee will not apply if a substitute takes the student's place. Confirmed students who fail to attend class (no-show) and do not cancel will be charged full tuition. Student substitutions may be made at any time without penalty.
- c. Troux reserves the right to cancel any class within a minimum of 10 business days' notice to confirmed students.

**5. FOLLOW-UP SUPPORT**

Troux agrees to provide telephone support to students wishing to speak with their instructor or the curriculum manager for any course related question for a period 3 months after taking the course.

**6. PRICE FOR TRAINING**

- a. The price that the Government will be charged will be the Government training price in effect at the time of order placement, or the Government price in effect at the time the training course is conducted, whichever is less.
- b. Any travel required by Troux personnel will be reimbursed by the ordering agency. Troux travel will be in accordance with the Federal Travel Regulations or Joint Travel Regulations, as applicable. Established Federal Government per diem rates will apply to Troux travel.
- c. Trainer Hourly Rates:
  - On-site at Customer Site: **\$622.13**
  - Remote Trainer – facilitation over the web at a time scheduled by Troux & customer: **\$418.74**
  - Public Trainer at a Troux provided facility at a time scheduled by Troux: **\$119.64**

**7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after Government completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**8. FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. Course descriptions, format, prerequisites for each class are shown below.

<b>Title:</b>	<b>Troux Fundamentals G-T-TNG-125b</b>
<b>Description</b>	This course provides an introduction to Troux Transformation Platform's capabilities, functions, and interfaces. This course is appropriate for teams new to Troux, providing a common vocabulary for deployment in their organization. The course also provides conceptual understanding and key skills for enterprise data managers that will use Troux Metaverse and Troux applications. The course includes presentations, demonstrations, and hands-on exercises that are appropriate for business users, enterprise architects, administrators, and developers.
<b>Length</b>	One half day
<b>Prerequisites</b>	Basic computer skills required. Knowledge of modeling concepts recommended.
<b>Min/Max Students per class</b>	Minimum 6 students
<b>Location</b>	Open Enrollment <sup>1</sup> Troux Facility
<b>Price</b>	\$684.34 per student

<b>Title:</b>	<b>Troux Fundamentals (Web Based Delivery) G-T-TNG-125c</b>
<b>Description</b>	This course provides an introduction to Troux Transformation Platform's capabilities, functions, and interfaces. This course is appropriate for teams new to Troux, providing a common vocabulary for deployment in their organization. The course also provides conceptual understanding and key skills for enterprise data managers that will use Troux Metaverse and Troux applications. The course includes presentations, demonstrations, and hands-on exercises that are appropriate for business users, enterprise architects, administrators, and developers.
<b>Length</b>	2 three hour sessions
<b>Prerequisites</b>	Basic computer skills required. Knowledge of modeling concepts recommended.
<b>Min/Max Students per class</b>	Minimum 6 students - Maximum 12 students
<b>Location</b>	N/A
<b>Price</b>	\$ 684.34 per student

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<sup>1</sup> **Classes** offered in Washington, DC; Austin, Texas; and over the web provide training in an environment designed to enhance learning through hands-on experience. All open enrollment classes begin promptly at 9:00 a.m. and end at 4:30 p.m. with the exception of the last class day which concludes at 4:00 p.m. to allow for travel.

<b>Title:</b>	<b>Metaverse Reporting Bundle G-T-TNG-903b</b>
<b>Description</b>	Includes course content from two Troux courses. This hands-on lab course focuses on best practices for datamart design and development for Troux deployments. Students will learn how to augment the standard Troux datamart as well as to create entirely new, custom datamarts to fulfill their reporting requirements. Course also focuses on developing high-quality visual reports using Troux Intelligence within the Troux Transformation platform, an integration of Business Objects Web Intelligence and Crystal Reports technology. The course focuses on delivering information in textual, tabular, columnar and graphical formats and delivery as HTML, pdf's, or exported to standard reporting formats, including MS Excel and comma-separated values.
<b>Length</b>	2 days
<b>Prerequisites</b>	Completion of Troux Fundamentals or equivalent experience, required. A deep understanding of reporting systems and SQL
<b>Min/Max Students per class</b>	Minimum 6 students
<b>Location</b>	Open enrollment at Troux facility
<b>Price</b>	\$1,914.25 per student

<b>Title:</b>	<b>Troux Architect Bundle G-T-TNG-904b</b>
<b>Description</b>	Includes course content from two Troux courses: Troux Architect Essentials & Troux Architect Advanced Applications. This course prepares the student to use and create models in Troux Architect and is a prerequisite to more advanced Troux Architect courses. This course teaches advanced topics and builds on the Troux Architect Essentials course to give the student additional practical hands-on modeling experience.
<b>Length</b>	4 days
<b>Prerequisites</b>	Basic computer skills required. Knowledge of modeling concepts recommended.
<b>Min/Max Students per class</b>	Minimum 6 students
<b>Location</b>	Open enrollment at Troux facility
<b>Price</b>	\$3,828.50 per student

<b>Title:</b>	<b>Metaverse Combined Reporting Bundle G-T-TNG-905b</b>
<b>Description</b>	Includes course content from three Troux courses: Troux Metaverse Administration; Developing Troux Portals; Developing Troux Collection. This course prepares developers to create Troux Composer-based portals and to manage role-based deployments of the Troux Portal. Through hands-on lab experience, administrators learn how to configure, manage, and maintain customized portals for role-based information delivery; In this hands-on lab course, students learn to develop programmatic methods of data collection, classification, data cleansing, data qualification, and automatic relationship assignment using Troux Collection, Troux's automated and agentless Extract/Transform/Load (ETL) solution. The technology is source agnostic, working within any existing environment. This course focuses on collecting from typical data sources based on SQL-, XML-, and POI-based data sources. The course also teaches administrators the best-practice methods, skills, and techniques for efficient management of the Troux Metaverse. This course is recommended also to prepare individuals for a role as a Troux Developer.
<b>Length</b>	4 days
<b>Prerequisites</b>	Completion of Troux Fundamentals is required or equivalent experience is recommended.
<b>Min/Max Students per class</b>	Minimum 6 students
<b>Location</b>	Open enrollment at Troux facility
<b>Price</b>	\$3,828.72 per student

. Courses held at the Troux location are held either at:

<b>Troux Technologies</b> Corporate Headquarters 12301 Research Blvd. Research Park Plaza V, Ste.101 Austin, TX 78759 Tel: 800-856-8600	<b>Microtek</b> 1101 Vermont Avenue NW (at "L" St.) Suite 300 Washington, DC 20005 (202) 289-3811
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f. A minimum of six (6) students is required to form a class. Fewer than six paid students registered 10 business days before the class start will result in a class being cancelled. Troux reserves the right to cancel or change any class within a minimum of 10 business days' notice to confirmed students.

g. Prices for each training course are shown in the Pricelist

h. For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

**9. "NO CHARGE" TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

## **TERMS AND CONDITIONS APPLICABLE TO INFORM**

### **1. Scope**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

### **2. Performance Incentives**

- a. Performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **3. Order**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks, which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### **4. Performance of Services**

- a. Troup shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. Troup agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Troup travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. Stop-Work Order (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**6. Inspection of Services**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I 27 OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

**7. Responsibilities of Troux**

Troux shall comply shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

**8. Responsibilities of the Government**

Subject to security regulations, the ordering office shall permit Troux access to all facilities necessary to perform the requisite IT Services.

## **9. Independent Contractor**

All IT Services performed by Troux under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

## **10. Organizational Conflicts Of Interest**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. Invoices**

Troux, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. Payments**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or



(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

**13. Resumes**

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

**14. Incidental Support Costs**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

**15. Approval of Subcontracts**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. A. Description of IT Services and Pricing**

Troux offers an enterprise-scalable, out-of-the-box product suite and platform designed to unlock the full power of Enterprise Architecture and provide one-click intelligence for a variety of decision makers who need IT systems to help them execute IT transformation initiatives.

Unlike point solutions that fail to offer enterprise-wide visibility into technologies, people and processes, Troux offers a truly integrated and rapid time-to-value solution that accelerates the scale and pace of IT transformation:

**B. Professional Services Pricing**

The hourly rates specified below shall apply regardless of whether the services are performed by Troux or its subcontractors, as long as the individuals performing the services meet the education, experience and expertise requirements for the applicable category. The following charges apply to purchases of contracted professional services during normal business hours (Monday – Friday, 8:00 am – 5:00 pm, exclusive of holidays observed by the Government or Troux) and to the local service area (50 miles radius). In those instances where an ordered service cannot be supported from within a 50-mile radius, Troux will, upon receipt of an order for services, provide the procurement office with a not-to-exceed estimate of travel and per diem costs.

<b>Labor Category</b>	<b>Hourly Rate</b>
Deployment Architect	\$236.56
Project Manager	\$239.28
Sr. Technical Consultant	\$239.28
Technical Consultant	\$191.43

**Additional Fixed Price Service Offerings:**

<b>Product ID #</b>	<b>Service Offering</b>	<b>Price</b>
G-T-SVC-INSTALL	Deployment Services - Initial Software Install	\$ 33,499.38
G-T-SVC-INSTALL03	Deployment Services - Follow-on Install of Additional Environment (Development, Test, Backup)	\$ 5,742.75
T-SVC-CONS-TCE	Technical Configuration Evaluation with Deployment Architect	\$ 7,178.44
G-T-SVC-CONS-120	CP120 (120 Hours Technical Consulting)	\$ 27,278.06
G-T-SVC-CONS-240	CP240 (240 Hours Technical Consulting)	\$ 51,684.75

<b>Product ID #</b>	<b>Service Offering</b>	<b>Price</b>
G-T-SVC-CONS-POP	Program Operationalization Package	\$ 47,856.25
G-T-SVC-CONS-HC	Health Check with Practice Director	\$ 9,571.25
G-T-SVC-CONS-WS	Planning Workshop	\$ 9,571.25
G-T-SVC-HPSTFS	Hosting Fast Start	\$ 4,785.63
G-TU-SVC-01	One Time Installation Services for Basic SaaS Package	\$ 9,571.25

**APPENDIX I**  
**TROUX TECHNOLOGIES, INC**  
**LICENSE AND SERVICES AGREEMENT**

This License and Services Agreement (this "Agreement") is entered into and made effective as of \_\_\_\_\_, 201\_ (the "Effective Date"), by and between Troux Technologies, Inc., with corporate offices at 12301 Research Blvd., Research Park Plaza V, Suite 101, Austin, TX 78759 ("Troux") and \_\_\_\_\_, with offices at \_\_\_\_\_ ("Customer").<sup>1</sup>

**1 DEFINITIONS.**

"Affiliate" means a partnership, joint venture, corporation or other form of enterprise, that Customer directly or indirectly controls. As used in this definition, "controls" means ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of such party, or like ownership interest.

"Documentation" means the user, system and installation documentation for the Software, as updated by Troux from time to time.

"End-User" means a person with authorized access to the Troux System, including those provided online access to extracted information or access through an Interfacing Program(s).

"Enterprise Network" means the hardware and software components, including client machines, servers, and internetworking devices that Customer uses to operate their intranet and extranet applications.

"Interfacing Program" means executable software that reads information from and/or writes information to the Troux System.

"Open Source Materials" shall mean software or other material that is distributed as "free software", "open source software" or under a similar licensing or distribution model including the GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), and the Apache License.

"Site License" means the specific or defined set of hardware and software components, including client machines, servers, internetworking devices, along with the number of End-Users that will be provided access and licensed use of the Software necessary to support one production installation for the Customer, including any required development, test and backup systems.

"Software" means Troux's proprietary computer programs obtained under this Agreement (as defined in a Transaction Document), in machine-readable, object code form only, and any Updates or Upgrades (as defined in Exhibit B hereto) thereto delivered to Customer by Troux in machine-readable, object code form.

"Transaction Document" means a written request documenting the licensing of the Software or purchasing of Troux services. A Transaction Document may come in the form of an executed Schedule, a formal Customer purchase order, or other similar documentation intended to achieve the same purpose provided that it has been accepted by Troux, either formally in writing or by delivery to Customer of the Software or services.

**2 LICENSE.**

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Troux grants to Customer a perpetual, non-sublicensable, non-exclusive, non-transferable (except as expressly provided below) license as specified in a Transaction Document to: (a) install or have installed, the Software on Customer's Enterprise

Network, (b) use the Software, in accordance with the Documentation solely for the uses outlined in the Transaction Document, (c) reproduce, create, and store the Software and Documentation for back-up, disaster recovery or archival purposes; and (d) make copies of the Documentation as necessary or convenient for the internal use by Customer. In addition to the payment of license fees for the production environment use of the Software, Customer may be subject to additional license fees for any training, testing, development, and any other internal business use environments where the Software may be deployed and used. Customer shall reproduce all titles, trademarks, and copyright, proprietary and restricted rights notices in all copies of the Software and Documentation, and all such copies shall be subject to the terms of this Agreement.

**2.2 License Restrictions.** Neither Customer nor any End-User may: (a) modify, disassemble, decompile or reverse engineer the object code of the Software nor permit or encourage any third party to do so, (b) use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties, except as expressly provided herein, (c) use the Software in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Software, (d) reveal to any third party any benchmark results comparing any part of the Software with any potentially competing product, (e) use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency, or (f) read, write, view or extract information without the End-User having the appropriate End-User License. Unless provided for in the Transaction Document, no user licenses provided by Troux will be considered to be shared or concurrent licenses.

**2.3 Use of Software by Third Parties.** Customer may allow its contractors and agents to use the Software, solely on Customer's behalf, in the same manner as Customer under this Agreement and subject to all the terms and conditions of this Agreement. Any such contractor or agent shall be deemed to have agreed to comply with this Agreement. Customer will be fully responsible and liable for any non-compliance of such contractor or agent.

**2.4 Use of Software by Affiliates.** Customer may allow its Affiliates to use the Software, solely on Customer's behalf, in the same manner as Customer under this Agreement and subject to all the terms and conditions of this Agreement. Any such Affiliates shall be deemed to have agreed to comply with this Agreement. Customer will be fully responsible and liable for any non-compliance of such Affiliate.

**2.5 Limited Rights.** Customer's rights in the Software shall be limited to those expressly granted in this Section 2 and in a Transaction Document. Troux reserves all rights and licenses in and to the Software and Documentation not expressly granted to Customer under this Agreement.

**2.6 Open Source Software.** The Software may contain Open Source Materials. Such portions of the Software are licensed under the respective license agreement identified in the distribution package. The parties acknowledge that the terms of this Agreement do not apply to such third party technology. The applicability of any third party technology license agreement specified in the program documentation or readme files or notice files that may be delivered to the Customer with any Troux component shall be determined solely between Customer and the third party licensor. NOTWITHSTANDING THE REST OF THIS AGREEMENT, OPEN SOURCE MATERIALS ARE NOT SUBJECT TO ANY WARRANTIES PROVIDED HEREUNDER AND TROUX DISCLAIMS ALL WARRANTIES AND LIABILITIES WITH RESPECT TO OPEN SOURCE MATERIALS.

**2.7 Delivery.** The Software will be delivered to Customer either electronically or via physical media.

### **3 OWNERSHIP.**

**3.1** As between the parties, Troux shall have and retain all worldwide right, title and interest in and to the Software, including any Fixes, Updates, and Upgrades (as such terms are defined in Exhibit B hereto), any modifications made to the foregoing, by whomever made, feedback related to the above, and the Documentation. Customer hereby assigns to Troux any interest it may have, or may obtain, in the foregoing, free of confidentiality restrictions.

**4 SERVICES.**

**4.1 Maintenance and Support.** Subject to payment by Customer of the appropriate fees, Troux will provide the maintenance and support services for the Software as described in a Transaction Document (“Maintenance and Support Services.”) for the Initial Maintenance Term (defined in Exhibit B) and any renewals thereof.

**4.2 Installation Services.** Troux will perform installation services to install the Software on Customer's equipment at Customer's site as described in a Transaction Document or Statement of Work. Such services shall be performed under the terms and conditions described in Exhibit A. Customer will be solely responsible for completing all tasks that are required to prepare Customer's site and equipment for the performance of such services by Troux.

**4.3 Other Services.** Troux may, in its sole discretion, perform additional services for Customer as requested by Customer and described in a Transaction Document in accordance with the terms and conditions of this Agreement. Troux will invoice Customer at Troux’s then-current time and materials rates under the current Order or the GSA Schedule Contract for all such additional services.

**5 PAYMENT AND AUDITS.**

**5.1 Payment Terms and Taxes.** Unless otherwise specified in a Transaction Document and in accordance with Federal Acquisition Regulation (FAR) 52.212-4, Customer shall pay Troux upon execution of the Agreement and/or applicable Transaction Document and after receipt of an acceptable invoice for any of the Software or services identified in a Transaction Document. Customer will pay all amounts due under this Agreement in U.S. currency. Troux shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**5.2 Intentionally left blank**

**5.3 Certification.** At Troux’s written request, not more frequently than annually, Customer shall furnish Troux with a signed certification: (i) verifying that the Software is being used pursuant to the provisions of this Agreement; and (ii) listing the locations, types and serial numbers and named users of all equipment upon which the Software is run.

**5.4 Audit.** Troux may, at its own expense, audit Customer's use of the Software. Any such audit shall be conducted during regular business hours at Customer's facilities, in accordance with the Customer’s security requirements and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid license fees to Troux, Customer shall be invoiced for such underpaid fees according to prices on the Order for such software. Audits shall be conducted no more than once annually.

**5.5 Billing Contact.** All invoices should be mailed to the attention of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

## 6 WARRANTY.

**6.1 Limited Software Warranty.** Troux warrants that for a period of thirty (30) days after delivery of the Software to Customer (as set forth in the Transaction Document) that the Software: (a) will be free from defects in materials and workmanship under normal use; and (b) the Software will function substantially in accordance with the Documentation. This warranty covers only problems reported to Troux during the warranty period. As Customer's sole remedy and Troux's sole liability for breach of the foregoing warranty, Troux will, at its sole option and expense, promptly repair or replace any Software which fails to meet this limited warranty or, if Troux is unable to repair or replace the Software, refund to Customer the applicable License Fees, if any, already paid by Customer upon return of the nonconforming Software to Troux.

**6.2 Third Party Software.** A portion of the Software provided to Customer under this Agreement may contain third-party code. Troux represents and warrants that Troux has the legal rights to license such third party code, and that the Software will be fully supported in accordance with the Maintenance and Support services described in Exhibit B.

**6.3 Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 6, TROUX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY TROUX, AND TROUX HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, ACCURACY OF DATA, AND NON-INFRINGEMENT. INDEMNIFICATION.

**7.1 Infringement Indemnity.** Troux will indemnify Customer and defend any action brought against Customer to the extent that it is based upon a claim by a third party that the Software, as provided by Troux to Customer under this Agreement and used within the scope of this Agreement, infringes any U.S. patent, copyright, or trade secret, and will pay any costs, damages and reasonable attorneys' fees and court costs attributable to such claim that are awarded against Customer. The foregoing indemnification obligation is conditioned shall be effective provided that Customer: (a) notifies Troux in writing of the claim within thirty (30) days after becoming aware of such claim; (b) to the extent allowed by 28 U.S.C. 516, grants Troux's control of the defense and settlement of the claim, if Troux assumes such defense; and (c) provides Troux with all assistance, information and authority required for the defense and settlement of the claim.

**7.2 Injunctions.** If Customer's use of the Software hereunder is, or in Troux's opinion is likely to be, enjoined due to the type of infringement specified in Section 7.1 above, Troux may, at its sole option and expense: (a) procure for Customer the right to continue using such Software under the terms of this Agreement; (b) replace or modify such Software so that it is non-infringing and substantially equivalent in function to the enjoined Software; or (c) if options (a) and (b) above cannot be accomplished despite Troux's best efforts, then Troux may terminate Customer's rights and Troux's obligations hereunder with respect to such Software.

**7.3 Exclusions.** Notwithstanding the terms of Section 7.1 and 7.2, Troux will have no liability for any infringement claim of any kind to the extent it results from: (a) modification of the Software made other than by Troux; (b) the combination, operation or use of any Software supplied hereunder with equipment, devices or software not supplied by Troux to the extent such a claim would have been avoided if the Software was not used in such combination; (c) failure of Customer to use updated or modified Software provided by Troux to avoid infringement; or (d) compliance by Troux with designs, plans or specifications furnished by or on behalf of Customer.

**7.4 Sole Remedy.** The provisions of this Section 7 set forth Troux's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of intellectual property rights of any kind.

## **8. CONFIDENTIALITY.**

**8.1 Definition.** "Confidential Information" means: (a) the Software; (b) the terms of this Agreement, and (c) any business or technical information of Troux or Customer, including but not limited to any information relating to Troux's or Customer's product plans, designs, costs, product prices and names, finances, Company's evaluation or opinion of Troux's performance under the Agreement, marketing plans, business opportunities, personnel, research, development or know-how, in either written or oral form, that is designated by the disclosing party as "confidential" or "proprietary."

**8.2 Exclusions.** Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

**8.3 Use and Disclosure Restrictions.** During the term of this Agreement, and for (i) perpetuity with respect to the Software, and (ii) a period of five (5) years after any termination of this Agreement with respect to any Confidential Information other than the Software, each party will not use the other party's Confidential Information except as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) as required by law; (b) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

**8.4 Disclosure of Agreement Terms.** Notwithstanding Section 8.3, either party may disclose the terms of this Agreement pursuant to an acquisition, merger, sale of substantially all of such party's assets, financing, or as required by securities laws or regulations; provided that the receiving party shall be bound to a confidentiality agreement to the extent possible.

**8.5 Security of Customer Systems.** In performing pursuant to this Agreement, Troux, its employees, agents, subcontractors and any other individual permitted by Troux to access any computer system, network, file, data or software owned by or licensed to Customer will: (a) use and take all reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software; and (b) abide by the reasonable system security requirements and guidelines of Customer.

## **9. HIRING EMPLOYEES OF TROUX OR CUSTOMER.**

9.1 Customer recognizes that the employees and personnel of Troux are its primary and most important asset and that Troux provides a valuable service by identifying and assigning such employees and personnel for Customer's work. Each party acknowledges that the other party would receive substantial additional value, and the first party would be deprived of the benefits of its work force, if the other party were to directly hire the first party's employees or personnel after they have been introduced to the other party. Accordingly, without the prior written consent of Troux, customer agrees not to directly recruit, hire or solicit any Troux employees or personnel who are or have been assigned to perform the services hereunder until one (1) year after the completion of the last work authorization in effect between the parties. Troux, without the prior written consent of Customer, agrees not to directly recruit, hire or solicit any Customer employees or personnel who are or have been assigned to work with the Software during the term of this Agreement or for a period of twelve (12) months thereafter. This paragraph shall not apply to public solicitations, such as those listed USAJobs.gov or newspapers.

## 10. LIMITATION OF LIABILITY.

**10.1 Total Liability.** TROUX'S CUMULATIVE LIABILITY TO CUSTOMER, CUSTOMER'S AFFILIATES AND ANY OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE OR SERVICES, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO TROUX BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE WHICH ARE THE SUBJECT OF THE CAUSE OF ACTION OR CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY TO FULFILL ITS ESSENTIAL PURPOSE. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Troux's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**10.2 Exclusion of Damages.** IN NO EVENT WILL TROUX BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATE OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT TROUX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**10.3 Basis of Bargain.** The parties expressly acknowledge and agree that Troux has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between Troux and Customer.

## 11. TERM AND TERMINATION.

**11.1 Term.** This Agreement will begin on the Effective Date and will remain in effect unless terminated earlier in accordance with the terms of this Agreement.

**11.2 Termination for Breach.** Customer will have the right to terminate this Agreement or any Software license granted hereunder if Troux breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice **thereof**.

**11.3 Effect of Termination.** Upon any termination of this Agreement, Customer will, at Troux's request, promptly return the Software to Troux or destroy the Software and all copies and portions thereof, in all forms and types of media, and provide Troux with an officer's written certification, certifying to Customer's compliance with the foregoing.

**11.4 Nonexclusive Remedy.** Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

**11.5 Survival.** The rights and obligations of the parties contained in Sections 3, 5, 6.3, 8, 9, 10, 11.3, 11.4, 11.5, and 12 will survive the termination or expiration of this Agreement.

## 12. GENERAL.

**12.1 Assignment.** Neither party will have any right to assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and void. Notwithstanding the foregoing, either party may assign this Agreement, without having to obtain the other



party's consent, in connection with a merger, acquisition or sale of all or substantially all of its assets; provided that all of the rights and obligations of this Agreement are assigned, the assignee agrees in writing to be bound by the terms and conditions of this Agreement, and, in the case of an assignment by the Customer, the assignee is not a competitor of Troux.

**12.2 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the Federal laws of the United States.

**12.3**

**12.4**

**12.5 Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

**12.6 Headings.** All descriptive headings used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the parties under this Agreement.

**12.7 Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

**12.8 Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

**12.9 Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, terrorism, act of God or governmental action.

**12.10 Relationship of Parties.** The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

**12.11 Publicity.**

**12.12 Entire Agreement.** This Agreement, including all schedules, exhibits and attachments attached hereto, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties.

**12.13 Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Signatures transmitted via facsimile shall have the same force and effect as the equivalent original of such signature.

**12.14 U.S. Government Restricted Rights.** If you are using the Licensed Materials on behalf of any unit or agency of the United States Government, the Government acknowledges that (a) the Licensed Materials



## EXHIBIT A—PROFESSIONAL SERVICES

A-1. **Professional Services Offerings.** Customer may purchase professional services (“Professional Services”) from Troux in the form of either fixed price service package offerings or on a time-and-material basis.

A-2. **Scope of Professional Services.** Professional Services will be documented in a Transaction Document. The Software provided under this Agreement is not custom software but is standard commercial software and the scope of Professional Services provided hereunder shall solely consist of (1) program planning, (2) Software deployment assistance, (3) configuration efforts, and/or (4) formal and non-formal Software training. The results of Professional Services provided to Customer by Troux shall not constitute works for hire.

A-3. **Term of Professional Services.** Professional Services performed on a time-and-material basis will begin and terminate on the dates or times described in a Statement of Work which has been accepted by an official of both parties in writing, unless terminated earlier in accordance with the Agreement.

A-4 **Fees and Expenses.** Invoices may be published on a monthly basis for Professional Services actually performed (under time-and-material efforts) or at the time that fixed price service packages are ordered. Professional Services fees exclude reasonable expenses for food, travel, and lodging directly related to the performance of Professional Services.

A-5. **Termination of Professional Services.** Professional Services may be terminated by Customer by giving fifteen (15) days prior written notice to Troux; termination shall be effective fifteen (15) days after receipt by Troux of such notice. If Customer terminates Professional Services before the end of the term of the Professional Services engagement as described in the Statement of Work, Customer shall pay Troux for Professional Services completed prior to the effective termination date.

A-6. **Troux Confidential Information.** All Troux Confidential Information and all right, title and interest, including without limitation, all patents, copyrights, and trade secret rights anywhere in the world, and all intellectual property and rights in connection therewith shall be the sole property of and remain with Troux or its licensors, as applicable. Troux Confidential Information includes, but is not limited to, Software and related documentation and any modifications thereto developed in whole or in part by Professional Services. Except for the license use rights otherwise expressly provided in this Agreement, no right, title or interest in Troux Software is granted hereunder.

A-7. **Independent Contractors.** Troux is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations including, but not limited to Workers Compensation Insurance. If requested by Customer, Troux shall provide to Customer a certificate of insurance showing all of Troux’s coverages. Nothing herein shall form or be construed to form a joint venture or partnership.

### A-8. **Performance Standards.**

- a. Quality of Services. Troux warrants that the Services it provides under this Agreement will be performed in a professional and workmanlike manner according to the applicable functional specifications and industry standards. Troux also warrants that it will maintain equipment and a staff of qualified personnel sufficient to perform its obligations under this Agreement in a timely manner.
- b. Non-Infringement Warranty. Troux warrants that, to the best of its knowledge, the deliverables completed in the applicable Statement of Work, will not infringe any copyrights, patents, trade secrets or any other proprietary rights of any third parties. Troux warrants that it has received no claims or charges of such infringement by the deliverables, or any portion thereof, and Troux warrants that it has no reason to believe that the deliverables, or any part thereof, may infringe the copyrights, patents, trade secrets or any other proprietary rights of any third parties.
- c. Authority to Enter into Agreement. Troux warrants that it has the authority to enter into this Agreement and to perform all of its obligations hereunder, including but not limited to, the grant of rights and licenses to the deliverables and all proprietary rights therein and based thereon.

A-9 **Consent to Subcontract.** Troux may request from the assigned Contracting Officer to subcontract Professional Services to persons or companies qualified by Troux to provide such services on Troux’s behalf. Such subcontractors must be approved by the assigned Contracting Officer before they can be used on an assignment.

## EXHIBIT B

### MAINTENANCE AND SUPPORT SERVICES

#### 1 DEFINITIONS.

"Enhancement Request" means a requested change from the intended Software functionality as originally designed and created by Troux and is intended for consideration in a Troux Software Release.

"Error" means an abnormality in the Software which significantly degrades such Software as compared to Troux's published performance specifications described in its Documentation.

"Error Correction" means the use of reasonable commercial efforts to correct Errors.

"Fix" means the repair or replacement of object or executable code versions of the Software to remedy an Error.

"Update" means a new version of the Software which is indicated by a Release number with a change to the right of the first decimal point. Typically, an Update Release will include corrections, performance improvements, and minor new features.

"Upgrade" means a new version of the Software which is indicated by a Release number with a new Version number. Typically, an Upgrade Release includes major new features and capabilities. "Upgrades" represent major changes to the product functionality and features of the existing product.

"Version" means the number to the left of the decimal point. "Release" means the full number including all digits. For example, "5.5.1" is Version 5, Release 5.5.1. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software

#### 2. SUPPORT.

Troux shall provide Remote Support services to Customer's designated technical support contacts concerning the use and performance of the licensed Software. "Remote Support" means technical assistance concerning use of the Software via telephone, email, or remote connection software (WebEx) provided by Troux during its normal business hours.

Remote Support services are Monday through Friday from 08:00 AM to 11:00 PM (Central U.S. Time), excluding holidays.

Contacting Troux for support as follows:

- Problems may be reported directly by phone at: 1-866-273-9371 (United States) or +44 1753-725684 (Europe). Any changes to these numbers will be provided by Troux to Customer during the Maintenance and Support period.
- Customer may send support request via email to: [support@troux.com](mailto:support@troux.com).
- Customer may visit the Troux Customer Support Web Site: <http://troux.custhelp.com>

- Troux shall exercise commercially reasonable efforts to correct any Error reported by Customer in the Software in accordance with the priority level reasonably assigned to such Error by Troux.
- Troux will provide technical support for the most recent Version of the Software and will provide support for the highest Release of the last prior Version of the Software for a period not to exceed twenty-four (24) months following the General Availability of the new Version. Technical support for the prior Version may not include Updates or code level fixes.

### **3 ERROR PRIORITY LEVELS.**

- "Priority 1" is reserved for when a Production system is down OR the reported issue has a major impact to the business operations.
- "Priority 2" means QA/DEV system is down OR the reported issue has a high impact to the business operations.
- "Priority 3" means any normal priority incident that does not include a Production/Major Impact, Dev/QA/High Impact system being down.
- "Priority 4" means HowTo Document requests or quick questions.
- "Priority 5" means License Request or Product Download Request Troux will provide technical support for the most recent Version of the Software and will provide support for the highest Release of the last prior Version of the Software for a period not to exceed twenty-four (24) months following

Priority 1 issues have a 4 hour SLA guarantee. Priorities 2 – 5 have a 24 hour SLA guarantee.

### **4 MAINTENANCE.**

During the period in which Customer is provided Maintenance Customer shall be offered all Releases of the Software free of additional charge (other than any taxes and duties that may be imposed). . By utilizing the Troux Support Web Site, Customer's designated support contacts will be notified about Releases as they become available.

Work required to implement an Update or Upgrade is the sole responsibility of Customer. Troux may provide, for fee, services to assist in this process if requested by Customer.

### **5 EXCLUSIONS.**

Troux shall have no obligation of any kind to provide Maintenance and Support Services for problems in the operation or performance of the Software caused by any of the following (each a "Customer-Generated Error"): (a) Software or hardware products not recommended or specified by Troux; (b) Customer's failure to properly maintain Customer's site and equipment on which the Software is installed; (c) alterations to Customer's site or equipment made by Customer or a third party after installation of the Software.

If Troux determines that it is necessary to perform Maintenance and Support Services for a problem caused by a Customer-Generated Error, Troux will notify Customer thereof as soon as Troux is aware of such Customer-Generated Error and Troux may invoice Customer at Troux's then-current time and materials rates under the Order or the GSA Schedule contract for all such Maintenance and Support Services performed by Troux.

### **6 PURCHASED SERVICE SUPPORT.**

Customer will have the option of purchasing additional Maintenance and Support coverage for Purchased Services, which are not covered by this Agreement under a separate Order. Purchased Services are not otherwise supported or maintained after a Software Update or Upgrade is delivered.

## **7 CUSTOMER OBLIGATIONS.**

Troux shall provide Remote Support services to Customer's designated technical support contacts concerning the use and performance of the Software and Purchased Enhancements. Customer is asked to designate no more than two (2) technical support contacts. Those contacts must have received training from Troux on the proper administration and maintenance of the system.

## **8 TERM.**

The Maintenance and Support Services shall have an "Initial Maintenance Term" of one (1) year unless specified in the Transaction Document. Maintenance and Support may thereafter be renewed in accordance with the procedure set forth in the Transaction Document.

## MASTER "SOFTWARE AS A SERVICE" MANAGED SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of [Effective Date] ("Effective Date"), by and between \_\_\_\_\_ ("Customer"), with its principal place of business located at [Customer Address], and **Troux Technologies, Inc.** ("Service Provider"), with its principal place of business located at 12301 Research Blvd., Research Park Plaza V, Suite 101, Austin, TX 78759

### RECITALS

WHEREAS, Customer requires hosted third-party "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Customer requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Customer to perform such Services on behalf of Customer;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

#### 1. The Services.

1.1 Purpose; Term. This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software as a service" and provide all other services, data import / export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on an Exhibit A (sequentially numbered) in the form of the Exhibit A attached hereto or in other statements of "software as a service" work containing substantially similar information and identified as an Exhibit A. The Agreement and each Exhibit A shall remain in effect unless terminated as provided herein.

1.1.1 Authorized Users. Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same. As a part of the Service, Service Provider shall be responsible for all user identification and password change management.

1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.

1.3 Time of Service Provider Performance of Services. For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in an Exhibit A, time being of the essence.

1.4 Backup and Recovery of Customer Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Service Provider shall maintain a contemporaneous backup of Customer Data that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein.

1.5 Non-exclusivity. Nothing herein shall be deemed to preclude Customer from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Service Provider hereunder.

- 1.6 Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Customer's prior written consent and any attempt to do so shall be void and without further effect. Customer's consent to Service Provider's right to subcontract any of the Services shall not relieve Service Provider of any of its duties or obligations under this Agreement, and Service Provider shall indemnify and hold Customer harmless from any payment required to be paid to any such subcontractors.
- 1.7 Change Control Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by the Service Provider. Customer shall have the right to decrease the scope and the fee for an Exhibit A will be reduced accordingly.

#### Term and Termination.

- 2.1 Term. Unless this Agreement or an Exhibit A is terminated earlier in accordance with the terms set forth in this Section, the term of an Exhibit A (the "Initial Term") shall commence on the Effective Date and continue for a maximum of \_\_\_\_ months thereafter. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.
- 2.2 Termination for Cause. If Service Provider materially breaches any of its duties or obligations hereunder, including two periods of successive failure of Service Provider to meet a Service Level, and such breach is not cured, or the Service Provider is not diligently pursuing a cure to the Customer's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the Customer may terminate this Agreement or an Exhibit A for cause as of a date specified in such notice.
- 2.3 Payments Upon Termination. Upon the expiration or termination of this Agreement or an Exhibit A for any reason, Customer shall pay to Service Provider all undisputed amounts due and payable hereunder.
- 2.4 Return of Materials. Upon expiration or earlier termination of this Agreement or an Exhibit A, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, Service Provider shall, immediately upon termination of this Agreement or an Exhibit A, shall provide Customer with a final export of the Customer Data and shall certify the destruction of any Customer Data within the possession of Service Provider. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

Termination Assistance Services. Provided that this Agreement or an Exhibit A has not been terminated by Service Provider due to Customer's failure to pay any undisputed amount due Service Provider, under a separate Order and purchased separately, Service Provider will provide to Customer and / or to the supplier selected by Customer (such supplier shall be known as the "Successor Service Provider"), at Customer's sole cost and expense, assistance reasonably requested by Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to Customer or to Successor Service Provider (such assistance shall be known as the "Termination Assistance Services) during the ninety (90) calendar day period prior to, and / or following, the expiration or termination of this Agreement or an Exhibit A, in whole or in part (such period shall be known as the "Termination Assistance Period"). Provided that Service Provider and Customer agree as to price under a separate Order and purchased separately and scope of Service Provider's provisioning of Termination Assistance Services, such Termination Assistance Services may include:

- 3.1 developing a plan for the orderly transition of the terminated or expired Services from Service Provider to Customer or the Successor Service Provider;
- 3.2 providing reasonable training to Customer staff or the Successor Service Provider in the performance of the Services then being performed by Service Provider;
- 3.3 using commercially reasonable efforts to assist Customer, at Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services;
- 3.4 using commercially reasonable efforts to make available to Customer, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and,
- 3.5 such other activities upon which the parties may agree.



3.6 The provisions of this Section shall survive the termination of this Agreement.

Services Levels.

- 4.1 Service Levels Reviews. Service Provider and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the Service Levels further described in Exhibit A.
- 4.2 Failure to Meet Service Levels. As further described in Exhibit A, in the event Service Provider does not meet any of the requisite Service Levels, Service Provider shall: (a) reduce the applicable monthly invoice to Customer by the amount of the applicable Performance Credits as a credit, and not as liquidated damages; and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Service Provider will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

Fees and Expenses. Customer shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained therein and in accordance with Federal Acquisition Regulation (FAR) 52.212-4. Any sum due Service Provider for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by Customer of a proper invoice from Service Provider in accordance with Far 52.212-4

- 5.1 Billing Procedures. Unless otherwise provided for under an Exhibit A, Service Provider shall bill to Customer the sums due pursuant to an Exhibit A by Service Provider's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; (d); taxes, if any; and, (e) total amount due. Service Provider shall forward invoices in hardcopy format to \_\_\_\_\_.
- 5.2 Credits. Any amounts due from Service Provider may be applied by Customer against any fees due to Service Provider. Any such amounts that are not so applied shall be paid to Customer by Service Provider within thirty (30) days following Customer's request.
- 5.3 Non-binding Terms. Any terms and conditions that are included in a Service Provider invoice shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon Customer.
- 5.4 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, Customer in a format that will permit audit by Customer for a period of not less than three (3) years. For such period, upon Customer's written request, Service Provider shall provide Customer with a copy of any annual "SAS 70" or other audit reports prepared by auditors of Service Provider, if so prepared. This Section shall survive the termination of this Agreement.

Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Service Provider agrees that Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Service Provider

shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

- 5.4.1 Customer Resources and Service Provider Resources. In accordance with the terms set forth in Exhibit A, each party shall provide certain resources (Customer Resources and Service Provider Resources, as the case may be) to the other party as Customer and Service Provider may mutually deem necessary to perform the Services.
- 5.5 Customer Resources. If so described in an Exhibit A, where Customer provides resources (e.g., technology equipment) to Service Provider that are reasonably required for the exclusive purpose of providing the Services, Service Provider agrees to keep such resources in good order and not permit waste (ameliorative or otherwise) or damage to the same. Service Provider shall return the resources to Customer in substantially the same condition as when Service Provider began using the same, ordinary wear and tear excepted. Customer shall provide the Customer Resources, if any, described in an Exhibit A.
- 5.6 Service Provider Resources. In addition to any Service Provider Resources described in an Exhibit A, the Service Provider shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Service Windows and Service Levels, that Customer Data is secure to the standards and satisfaction of Customer, and provide for an optimal response time for Customer's users of the Services. Where Service Provider fails to provide such minimal Service Provider Resources, Customer shall have the right to immediately terminate this Agreement or the applicable Exhibit A, in whole or in part, without liability.

## Representations and Warranties.

- 7.1 Mutual Representations and Warranties. Each of Customer and Service Provider represent and warrant that:
- 7.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
  - 7.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
  - 7.1.3 this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
  - 7.1.4 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
  - 7.1.5 it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
  - 7.1.6 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 7.2 By Service Provider. Service Provider represents and warrants that:
- 7.2.1 Service Provider is possessed of superior knowledge with respect to the Services;
  - 7.2.2 Service Provider knows the particular purpose for which the Services are required;
  - 7.2.3 the Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards;
  - 7.2.4 Service Provider has the experience and are qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Service Provider acknowledges that Customer is relying on Service Provider's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer;
  - 7.2.5 the Services will achieve in all material respects the functionality described in an Exhibit A and the documentation of Service Provider, and that such functionality shall be maintained during the Term;
  - 7.2.6 Service Provider will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, the "Virus") are introduced into Customer's computer and network environment while performing the Services, that Service Provider will adhere to Customer's then current procedures to protect against the same, and that, where Service Provider transfers such Virus to Customer through the Services, Service Provider shall reimburse Customer the actual cost incurred by Customer to remove or recover from the Virus, including the costs of persons employed by Customer; and,
  - 7.2.7 the Services and any other work performed by Service Provider hereunder shall be its own work, and shall not infringe upon any United States or foreign copyright, patent, Trade Secret, or other proprietary right, or misappropriate any Trade Secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

- 8.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of

Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or and services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

- 8.2 **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential. This obligation does not extend to that information that is required to be disclosed in accordance with law or a court order.
- 8.3 **Cooperation to Prevent Disclosure of Confidential Information.** Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person to the extent permitted by law.
- 8.4 **Remedies for Breach of Obligation of Confidentiality.** Service Provider acknowledges that breach of Service Provider's obligation of confidentiality may give rise to irreparable injury to Customer and the customers of Customer, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Customer or customers of Customer may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of Customer, the immediate termination, without penalty to Customer, of this Agreement in whole or in part.
- 8.5 The provisions of this Section shall survive the termination of this Agreement.

**Proprietary Rights.**

- 9.1 **Pre-existing Materials.** Customer acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.
- 9.2 **Data of Customer.** Customer's information, or any derivatives thereof, contained in any Service Provider repository (the "Customer Data," which shall also be known and treated by Service Provider as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, without charge, upon the request of Customer and upon termination of this Agreement or an **Exhibit A**. Service Provider is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.
- 9.3 **No License.** Except as expressly set forth herein, no license is granted by either party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.
- 9.4 The provisions of this Section shall survive the termination of this Agreement.

**Information Security.** Service Provider acknowledges that Customer has implemented an information security program (the Customer Information Security Program, as the same may be amended) to protect Customer's information assets, such information assets as further defined and classified in the Customer Information Security

Program (collectively, the “Protected Data”).Where Service Provider has access to the Protected Data, Service Provider acknowledges and agrees to the following.

- 10.1 Undertaking by Service Provider. Without limiting Service Provider’s obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider’s information security program be less stringent than the information security safeguards used by the Customer Information Security Program as provided by Customer to Service Provider for this purpose. The Customer Information Security Program is Confidential Information of Customer.
- 10.2 Right of Audit by Customer. Customer shall have the right to review Service Provider’s information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, on an ongoing basis from time to time and without notice, Customer, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider’s information security program. In lieu of an on-site audit, upon request by Customer, Service Provider agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by Customer regarding Service Provider’s information security program.
- 10.3 Audit by Service Provider. No less than annually, Service Provider shall conduct an independent third-party audit of its information security program and provide such audit findings to Customer.
- 10.4 Audit Findings. Service Provider shall implement any required safeguards as identified by Customer or information security program audits.
- 10.5 Indemnification by Service Provider. Without limiting Service Provider’s other obligations of indemnification herein, Service Provider shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Customer Indemnitee, on account of the failure of Service Provider to perform its obligations imposed herein.

Insurance.

- 11.1 Service Provider shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement.

<b>TYPES OF INSURANCE</b>	<b>LIMITS OF LIABILITY</b> (Minimum Amounts)
Comprehensive or Commercial General Liability and Third Party Property Damage	\$1,000,000 per occurrence, \$2,000,000 aggregate
Excess Liability insurance	\$2,000,000 per occurrence, \$2,000,000 aggregate
Workers' Compensation	Statutory limits
Employer’s Liability	\$500,000 per accident
Professional Errors and Omissions Insurance	\$1,000,000 per occurrence, \$1,000,000 aggregate

- 11.2 Customer shall be named as an additional insured in such policies which shall contain standard cross liability clauses. Service Provider shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policy shall be primary without right of contribution from any insurance by Customer. Such policies shall require that Customer be given not less than thirty (30) days prior written notice of any cancellation thereof or material change therein. Customer shall have the right to request an adjustment of Limits of Liability for General Liability and Errors and Omissions Insurance as Service Provider’s exposure to Customer increases (i.e. if Service Provider’s annual payment is expected to be \$2,000,000 then \$1,000,000 limits are no longer adequate).
- 11.3 Upon Customer’s request, Service Provider shall provide Customer with certificates of insurance evidencing all of the above coverage, including all special requirements specifically noted above, and shall

provide Customer with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

General Indemnity. Service Provider agrees to indemnify, defend, and hold Customer, its officers, directors, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; (c) Viruses; or, (d) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Customer, its officers, directors, agents, or employees.

Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, arising out of a claim that the Services infringes or misappropriates any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then Service Provider shall, at its expense: (a) obtain for Customer the right to continue using such Services; (b) replace or modify such Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by Customer; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Customer the full cost associated with Termination Assistance Services.

Indemnification Procedures. Promptly after receipt by Customer of a threat of any action, or a notice of the commencement, or filing of any action against Customer or any Customer Indemnitee, Customer shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice to Service Provider shall not relieve Service Provider of any liability it may have to Customer or any Customer Indemnitee except to the extent that Service Provider demonstrates that the defense of such action is prejudiced thereby. To the extent permitted by 28 U.S.C. 516, Customer shall not independently defend or respond to any such claim; provided, however, that: (a) Customer may defend or respond to any such claim, at Service Provider's expense, if Customer's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against Customer; and, (b) Customer shall have the right, at its own expense, to monitor Service Provider's defense of any such claim. Service Provider shall have sole control of the defense and of all negotiations for settlement of such action. To the extent permitted by 28 U.S.C. 516, at Service Provider's request, Customer shall cooperate with Service Provider in defending or settling any such action; provided, however, that Service Provider shall reimburse Customer for all reasonable out-of-pocket costs incurred by Customer (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Service Provider's

negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

General.

- 12.1 Relationship between Customer and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of Service Provider's status as independent contractor, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.
- 12.2 Governing Law. This Agreement shall be governed by and construed in accordance with the the Federal laws of the United States of America. Notwithstanding the foregoing, the parties agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement or any performance hereunder and the parties expressly opt-out of the applicability of UCITA to this Agreement.
- 12.3 Dispute Resolution. In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and Service Provider will follow the procedures of the Contract Disputes Act, 41 U.S.C. 7101-7109 and its implementing regulations.
- 12.4 Compliance With Laws; Customer Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Customer policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider. Without limiting Service Provider's other obligations of indemnification herein, Service Provider shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Customer Indemnitee, on account of the failure of Service Provider to perform its obligations imposed herein.
- 12.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- 12.6 Force Majeure. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Customer Data. Configuration changes, other changes, viruses / malware, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for Customer to use the Services shall not constitute a force majeure event.
- 12.7 Advertising and Publicity. Service Provider shall not refer to Customer directly or indirectly in any advertisement, news release, or publication without prior written approval from Customer and in accordance with GSAR 552.203-71.

- 12.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 12.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 12.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider and its staff. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Customer.
- 12.11 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 12.12 Entire Agreement. This Agreement and its attached exhibits and applicable the GSA Schedule contract constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.
- 12.13 Cumulative Remedies. All rights and remedies of Customer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

**CUSTOMER**  
**("Customer")**

**TROUX TECHNOLOGES, INC.**  
**("Service Provider")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: [Customer Signatory Title]

Title: [Other Party Signatory Title]

Date:

Date:

**Address for Notice:**

**Address for Notice:**

CUSTOMER  
[Notice Address]

Attention:  
12301 Research Blvd.,  
Research Park Plaza V, Suite 101,  
Austin, TX 78759

## EXHIBIT A-1

### Service Provider's Hosting Statement of Managed Services

This Exhibit A and B , Service Provider's Hosting Statement of Work shall be incorporated in and governed by the terms of that certain Master "Software as a Service" Managed Services Agreement by and between <CUSTOMER NAME> ("Customer") and **Troux Technologies** ("Service Provider") dated \_\_\_\_\_, as amended (the "Agreement"). Unless expressly provided for in this Exhibit A-1, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A-1, the provisions contained in the Agreement shall prevail.

<b>Services Description:</b>	Provide a single server application server hosting environment for Troux's software and a database for Troux's required database tables.
<b>Support Description:</b>	In accordance to Exhibit B, <b>Troux Standard Technical Support Policy</b> . Troux performs non-stop system monitoring and management of the Production system, and proactively resolves any issues that are detected.
<b>Training Description:</b>	Includes the following training (as further described here: <a href="http://www.troux.com/services/training/courses/">http://www.troux.com/services/training/courses/</a> ): <ul style="list-style-type: none"> <li>• Troux Fundamentals (web-based delivery)</li> <li>• Troux Optimization (web-based delivery)</li> <li>• Troux Alignment (web-based delivery)</li> <li>• Troux Standards (web-based delivery)</li> <li>• Intro to Troux Architect (web-based delivery)</li> </ul>
<b>Backup Requirements:</b>	Troux will perform daily and weekly backups of Production environments.
<b>Service Windows:</b>	The system will operate 24 hours per day, 7 days per week. Troux will notify Customer in advance of any planned downtime to provide maintenance or upgrades to the software or hardware. Troux will make all commercially reasonable efforts to minimize any planned or unplanned downtime.
<b>Service Levels:</b>	In accordance to Exhibit B, <b>Troux Standard Technical Support Policy</b> . No Service Levels are guaranteed, however Troux will make all commercially reasonable efforts to maintain system operation and performance, Troux will utilize the Guidelines established in Exhibit B, <b>Troux Standard Technical Support Policy</b> . As per the Master Agreement, Customer has the right to review Troux's performance and seek any contractual remedies as provided for in the Master Agreement.
<b>Customer Resources:</b>	<b>TBD</b>
<b>Service Provider Resources:</b>	In accordance to Exhibit B, <b>Troux Standard Technical Support Policy</b> . Troux will also provide 24x7 monitoring and system management and administration of the system.
<b>Responsibilities, Deliverables, and/or Activities:</b>	Troux will provide an application server and database server for Customer's use, as well as installed instances of all Software licenses required to run the most current Troux suite. Troux will perform periodic software version upgrades on the servers when new versions of Troux's software are available, provided that any customizations



	performed by Customer are done with prior approval and in accordance with standards and practices established by Troux.
<b>Start Date:</b>	[to be agreed]
<b>End Date:</b>	[to be agreed]
<b>Additional Customer Requirements:</b>	TBD

**Sums to be paid to Troux are comprised of the following:**

- 1) SaaS Yearly Fees: \$\_\_\_\_\_ per year for \_\_ years
- 2) Professional Services and Training Fees: \$\_\_\_\_\_

TOTAL COMMITMENT: \$\_\_\_\_\_

All amounts indicated herein are in U.S. Dollars. Other than the fees in Section 3 above, all License and Maintenance Fees shall be invoiced by Troux to Customer upon execution of the Agreement and shall be paid by Customer upon receipt of invoice.

**1. Software Licenses**

For payment by Customer of \$\_\_\_\_\_, Troux shall provide access to the following Software licenses upon execution of the Agreement. The Software provided below shall constitute one (1) production instance of the Software.

**a. Server Software Programs**

Troux Software Programs	SKU	Quantity

**b. Named User Licenses**

Troux Software Programs	SKU	Quantity

**2. Professional Services**

For payment by Customer of \$\_\_\_\_\_, Troux shall perform the services described in the Agreement. Troux shall invoice Customer on a monthly basis, and Customer shall pay Troux within thirty (30) days after receipt of a correct invoice.

**Exhibit A-2**

**Service Levels**

**1. Definitions**

Certain capitalized terms, not otherwise defined in this Exhibit A-2, will have the meanings set forth in the Agreement. The following capitalized terms will have the definitions set forth below:

**(a) “System Uptime”** will mean the total amount of time during any calendar month, measured in minutes, during which Customer has the ability to access the features and functions of the Services.

**(b) “Scheduled Downtime”** will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the features and functions of the Services due to planned system maintenance performed by Service Provider, as set forth in the table below. Customer will be notified by Service Provider 24 hours in advance of any scheduled downtime. Service Provider will perform scheduled system maintenance between the hours of 7:00 pm and 7:00 am Central Standard Time or on weekends. Service Provider does not expect to use all these windows, but reserves the right to do so.

<b>When Scheduled Downtime will occur on a regular basis:</b>	<b>Purpose of Scheduled Downtime</b>	<b>Maximum Duration of Scheduled Downtime:</b>
Each Weekend	Minor System, database, application or hardware maintenance	4 hours
Once per calendar month	Major maintenance or upgrades	8 hours

**(c) “Unscheduled Downtime”** will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Services other than Scheduled Downtime as defined above.

**(d) “System Availability”** will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, System Availability for any particular calendar month is determined as follows:

$$\text{System Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$

NOTE: “**Total Monthly Time**” is deemed to include all minutes in the relevant calendar month.

**2. System Performance**

**(a) System Availability.** Service Provider will ensure that System Availability equals or exceeds **98.5%** (between the hours of 7 a.m. CST and 7 p.m. CST herein called “**Primary Use Hours**”) and 97.5% (between the hours of 7 p.m. CST and 7 a.m. CST) during each calendar month (the “**Service**”

**Standard”**), provided that any **Unscheduled Downtime** occurring as a result of (i) Customer’s material breach of this Agreement; (ii) incompatibility of Customer’s equipment or software with the Services; or (iii) performance of Customer’s systems shall not be considered toward any reduction in System Availability measurements.

**(b) Access to Support; Response Times.** Customer may report **Unscheduled Downtime** at any time (“24x7x365”) by telephoning Service provider at 866.273.9371 or sending an email to [support@troux.com](mailto:support@troux.com). Service Provider will respond to reports of **Unscheduled Downtime** within **4 hours** of each such report.

### 3. Measurement and Reports

**(a) System Monitoring and Measurement.** Service Provider will provide for monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the term of the Agreement. Availability of access to the features and functions of the Services will be determined as follows.

Service Provider is running a dedicated tool monitoring the status of the platform, which provides a periodic (at least a poll every 15 minutes) status of each of the sub-systems or components. Based on this information a global platform status is calculated. Possible global status values are:

- Normal: The platform is up and running and all components are responding correctly.
- Warning: The platform is up and running with no significant impact from services point of view, but one or more components (typically redundant components) is not responding correctly.
- Critical: The platform is unavailable, all components of the same type are not responding despite the redundancy.

**(b) System Performance Reports.** Upon explicit written request of Customer, Service Provider will provide reports to Customer on a quarterly basis setting forth measurements of System Uptime, Scheduled Downtime and **Unscheduled Downtime** and a calculation of System Availability for the relevant preceding quarter. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Service Provider in writing, provided that the accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Service Provider and Customer agree to attempt to settle any such disputes regarding System Availability and/or related measurements in a timely manner by mutual good faith discussions. Reports may also be requested subsequent to any downtime events for the current quarter.

### 4. Customer Requirements

**(a) Minimum System.** The service standards set forth in this Exhibit B assume that Customer and/or its Authorized Users, as applicable, meet the following minimum system standards for computers accessing System Provider’s software:

- Operating system: Microsoft Windows
- Software: Internet Explorer 8 or Internet Explorer 9
- Hardware: Not specified

**(b) Additional Customer Obligations.** Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its

systems in accordance with any instructions provided by Service Provider, as may be necessary for provision of access to the features and functions of the Services.

**5. Data Back-Up and Recovery**

**(a) Back-Up of Customer Data.** Service Provider will perform back-up and archiving of Customer Data according to the schedule set forth in the table below:

Type of Back-Up	Description	When does back-up occur?
Incremental Files	All Customer Data	Daily
Full Back-Up	Full server backup	Weekly

**(b) Back-Up Retention:** Service Provider will retain back-up copies of the Customer Data at a secure location according to the retention periods set forth in the following table:

Type of Back-Up	Retention Period
Daily Incremental Files	60 days
Weekly full Back-Up	60 days

**(c) Recovery of Archived Data:** Service Provider will restore data files from archived copies as quickly as reasonably practical, as necessary as a result of system failure or data corruption or losses. Customer acknowledges that the amount of time required to restore archived data files is dependent upon numerous factors, including, but not limited, severity or the relevant data corruption or loss.

**6. Customer Support**

**(a) Support Hours:** Service Provider will provide 24-hour/7-day per week Customer Support at the levels specified below. The working day for the Service provider Customer Support Team is 9am Central Time – 6pm Central Time excluding NYSE holidays (“Primary Hours”). During all other hours (“Secondary Hours”), Service Provider will provide Priority 1 Customer Support as defined below.

Time Period (In CST)	Description	Customer Support
9:00am – 6:00pm Monday – Friday	Primary Hours	All Priority
6:00pm – 9:00am Monday – Friday 6:00pm Friday – 9:00am Monday	Secondary Hours	Priority 1 Only

**(b) Service Provider Support Response:** Service Provider shall respond to calls based on the priority such calls have been assigned by Customer and Service Provider.

<b>Priority</b>	<b>Description</b>	<b>Service Provider Response Guidelines</b>
<b>Priority 1</b> <i>Critical Customer Support Incidents</i>	Events of the most critical nature. This category is characterized by the following: <ul style="list-style-type: none"> <li>• Service unavailability</li> <li>• Actual or alleged security breaches</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider responsibilities include: <ul style="list-style-type: none"> <li>• &lt; 4 hour response.</li> <li>• Service Provider will assign resources in order to resolve the issue or to propose a work around to the issue.</li> <li>• Customer is notified of issues within 15 minutes of confirming issue.</li> <li>• Follow-up status communicated to Customer every 4 hours and/or posted on alternate site with Service Provider staff available for contact by Customer</li> <li>• Service Provider will use best efforts to resolve the issue within 2 business hours.</li> </ul> </li> </ul>
<b>Priority 2</b> <i>Urgent Customer Support Incidents</i>	Customer Support incidents such as degraded services performance, and impaired services functionality.	<ul style="list-style-type: none"> <li>• &lt; 4 Hours from beginning of next Primary Hours</li> <li>• Service Provider will make best efforts to resolve or to propose a workaround within 1 business days.</li> </ul>
<b>Priority 3</b> <i>Non-Service Impacting &amp; Informational Inquiries</i>	All Customer inquires including, but not limited to, subscriber requests for information and instructions for normal operations.	<ul style="list-style-type: none"> <li>• Primary Hours: &lt; 24 hour response</li> <li>• Secondary Hours: &lt;24 hours response</li> <li>• Service Provider will use its best efforts to resolve or to propose a workaround as soon as reasonably possible.</li> </ul>
<b>Priority 4</b> <i>How to or document requests</i>	All Customer inquires regarding how to questions, or document requests	<ul style="list-style-type: none"> <li>• Primary Hours: &lt; 24 hour response</li> <li>• Secondary Hours: &lt;24 hours response</li> </ul>

(c) **Access to Support.** Customer may report **Unscheduled Downtime** at any time (“24x7x365”) by telephoning Service Provider at 866.273.9371 or sending an email to [support@troux.com](mailto:support@troux.com). Additional information about Service Providers support resources is available in Exhibit C.

(d) **Dedicated Customer Resource.** Customer will be providing first line support to Troux’s end users within Customer’s organization. Service Provider requires Customer to identify a primary and secondary and tertiary resource that will communicate all support requests to Service Provider and will be the main point of contact for follow-up conversations regarding outstanding requests.

(e) **Additional Technical Support Policies.** Additional Technical support policies and procedures are attached in Exhibit C.

**27. Service Levels**

(a) **Failure to Meet Service Levels.** In the event Service Provider does not meet any of the requisite Service Levels described in Exhibit A in any calendar month, Service Provider shall: (a)

provide Customer with a prorated refund in an amount described below; and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Service Provider will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. Refunds of monthly hosting fees will be calculated as a percentage of the fees for the Services adversely affected by the failure for the then-current monthly billing period during which the failure occurred, as follows:

Monthly System Availability	a) Refund
95-98.5%	b) 5%
90-94.99%	c) 10%

## Exhibit B

### Troux Technical Support Policies

#### ENGAGING TECHNICAL SUPPORT RESOURCES

To engage technical support resources via phone, email, or online support, an individual must be a Support Liaison as defined herein. If an individual seeking support is not a Support Liaison, he/she may access Troux's Online Customer Resources by obtaining a Troux Support account. Accounts may be obtained through the Support Liaisons, as outlined below.

##### 1.1 SUPPORT LIAISONS

Troux's Technical Support can work more effectively with your organization by collaborating with a regular set of contacts, identified as "Support Liaisons". A Support Liaison is an individual who has been designated by the Customer in their license or maintenance agreement as a point-of-contact with Troux's support personnel. Technical Support Services may only be obtained by Support Liaisons. The Support Liaisons are expected to maintain technical ownership of all issues escalated into Troux's Technical Support and as such, all case related communications is conducted with these named individuals. You are allowed two (2) Support Liaisons that are authorized to contact Technical Support.

Customers may request to change their Support Liaisons six times per year. It is the customer's responsibility to advise Troux Technical Support if there are any existing support incidents that should be transferred when a Support Liaison is changed. Otherwise, any open or logged incidents that were initiated by a contact that is removed as a support liaison may be closed.

Please note that the designated Support Liaisons will be automatically registered to receive important technical support announcements (New Product Announcements, Technical Bulletins, Flashes, etc.) via email.

During the course of troubleshooting and researching issues, Troux Technical Support personnel may make recommendations that require administrative privileges on Troux products or that assume that the designated Support Liaison has a security level that permits them to fully manipulate the Troux products, has access to potentially sensitive project data, and can provide remote access to Troux Support. Although not a requirement, we recommend that Customers designate Support Liaisons who have permissions to be Troux Administrators. This eliminates security conflicts and improves case resolution time.

It is not uncommon for Support Liaisons to be facing deadlines or other stress factors while awaiting support resolutions. While Troux acknowledges these factors and strives to rapidly address a customer's issue, it is imperative that the Support Liaison remain professional throughout the support process, as well as the Troux contact person remain professional with the Support Liaison. In the unlikely event that professional demeanor is compromised in the course of an issue, either party may immediately terminate the in-progress support call(s) or meeting(s), and escalate the matter to a supervisor for further resolution.

It is the Customer's responsibility to notify Troux if the Support Liaison's employment is terminated so that their access to technical support may be terminated.

##### 1.2 TROUX SUPPORT ACCOUNTS

Only Customers with an active subscription to Technical Support Services may access Online Customer Resources, such as the Troux Customer Community. All Online Customer Resources must be accessed using a Troux Support account. Customer contacts may contact their organization's Support Liaison to request a Troux Support account. Alternatively, they may contact Technical Support directly and provide the name of their referring Support Liaison.

## 2.0 ONLINE CUSTOMER RESOURCES

Online Customer Resources are all available online 24 hours a day, 7 days a week. These resources include the Troux's Support Site, Download Site, and Troux Customer Community. Customers are encouraged to take advantage of these resources to research problems on their Troux systems prior to logging an incident. To access Online Customer Resources, Customers must obtain a Troux Support account.

### 2.1 RESOURCES AVAILABLE

The following list outlines the Online Customer Resources:

- Online Support Site Interface
- Documentation Archive
- Knowledge Base
- Download Site
- Discussion Forum

### 2.2 TROUX TECHNICAL SUPPORT SITE

The Technical Support Site is a centralized location to log incidents, check the status of existing incidents, and search the Knowledge Base.

The Technical Support Site consists of:

- Online Support Interface
- Knowledge Base

Because this site identifies users by login, each Customer is presented with personalized information. The security of Customer information is important to us, so the utmost care is taken to ensure that no Customer will be able to access another Customer's information. Online accounts are based on email addresses.

#### 2.2.1 Troux Online Support Interface

The Online Support Interface is the mechanism by which the Support Liaison can log new incidents with Technical Support or check the status of existing incidents online.

#### 2.2.2 Troux Knowledge Base

The Knowledge Base is a repository of technical documentation aimed at providing 24-hours-a-day, seven-days-a-week online technical support.

The Knowledge Base consists of:

- Troubleshooting documents
- Usage Instructions
- Known Issue descriptions
- White Papers
- Frequently Asked Questions (FAQs)
- Latest Release Information – Readmes, Release Notes

#### 2.2.3 Product Documentation

The product documentation provided on the Technical Support Site is the same documentation that is included with the Troux Transformation Platform. It can be downloaded from the Technical Support Site in PDF format. Product documentation is grouped by version.



## 2.3 TROUX DOWNLOAD SITE

The Troux Download Site is the online repository for all Troux products. It can be accessed through the 'links' section of the support site or directly at <https://downloads.troux.com>.

## 2.4 TROUX COMMUNITY

The Troux Community is a website where users can participate in open discussions, share implementation experiences, and exchange information such as best practices and troubleshooting tips. Through this medium, users can ask questions to the community or share their technical know-how by responding to messages posted by other users. The forums can be accessed through <http://community.troux.com>.

## 3 TECHNICAL SUPPORT INCIDENTS

When a Customer has an issue they cannot solve on their own or by using any of the Customer resources provided, the Customer's Support Liaison may contact Troux Technical Support to log an incident for their issue.

### 3.1 PRIOR TO LOGGING AN INCIDENT

To ensure that Troux Support continues to provide quality customer support, before logging an incident with Troux Technical Support, the Support Liaison should complete the steps below:

- Verify that the issue is with Troux software and not a third party software.
- Verify that the system is using a currently supported version of Troux software.
- Attempt to reproduce the issue and determine if it occurs consistently.
- Minimize the complexity of the system or project object definition to isolate the cause.
- Determine if the issue occurs on a local machine or on multiple machines in the Customer environment.
- Search the Troux Knowledge Base ([custhelp.troux.com](http://custhelp.troux.com)) for information regarding the issue

### 3.2 LOGGING AN INCIDENT

To log an incident, Support Liaisons may contact Troux Technical Support via email, telephone, or the Online Support Interface. Only Support Liaisons can log incidents with Troux Technical Support. Upon logging an incident, the Support Liaison receives an incident identification number for future reference. When logging an incident, be prepared to provide the following information:

- Name
- Company and customer site (if different from own company)
- Contact information (phone and fax numbers, e-mail address)
- Case Details
- Configuration information, including Troux software product(s), version(s), and environment in which the Products are installed
- Full description of the case containing symptoms, error message(s), steps taken to troubleshoot the case thus far
- Log files or other supporting data
- Supporting infrastructure
- Customer system(s) impacted

#### 3.2.1 Customer System Impact

In order to better understand the impact of the Customer's issue, assistance in drawing together a business case for the issue may be required. The business case describes the effect of the issue on the Customer's environment from a non-technical standpoint. It allows Troux Technical Support Engineers to understand how the case hinders the Customer's ability to deliver business value to the company using a successful Troux solution. A business case can include, but is not limited to:

- Economic and financial implications of the issue

- The scope of the issue's impact across reports, users, projects, servers, services, etc.
- Executive level visibility
- Potential impact to key deployment dates

### 3.3 PRIORITIZATION OF INCIDENTS

Troux assigns priority levels to incidents to allow Technical Support to maximize service levels for each Customer. Depending on technical and business needs, Troux works with each Support Liaison to set the correct priority level for each case.

Troux recognizes that the Customer's business and technical priorities may evolve over time. If the Support Liaison feels that the priority of the case should change, the Technical Support Engineer is available to reprioritize the case. Troux reserves the right to:

- Make the final determination on the priority level of an incident.
- Upgrade or downgrade the priority of an incident and notify the Support Liaison of this action.

Troux Technical Support reserves the right to refer incidents involving custom code to the Troux Professional Services for a resolution that may be billable.

Troux shall make reasonable commercial efforts to comply with the following guidelines when involved in problem resolution:

#### 3.3.1 Customer Involvement in Case Response

Customers logging priority level one and priority level two incidents must be available to work full-time throughout the resolution process with Troux Technical Support to resolve the issue. The Customer must be willing to involve the level of staff needed to resolve the issue effectively and be available to assist Troux Technical Support with tasks such as testing, sending appropriate information, implementing suggestions, etc. Resolution may be delayed if information is not provided in a timely manner.

#### 3.3.2 Provisional Software Code (aka Hot Fixes)

From time to time, Troux may provide to Customer certain software code, which is not generally available to all licensees of Troux ("Provisional Code"). Provisional Code includes any software program, algorithm, code, routine, script, test build, logging build, enhancement patch, or documentation that Troux provides to Customer clearly designated as Provisional Code. Provisional Code does not include the Products, certified defect patches, or subsequent releases of Products that are made generally available through Technical Support or licensed separately. Provisional Code is provided to Customer at no additional charge.

Troux grants Customer a non-exclusive, terminable license to use the Provisional Code only in support of and in combination with Customer's use of the Products and in accordance with the terms of the license agreement under which the Products were licensed. If such license agreement is terminated, Customer's right to use the Provisional Code will automatically terminate.

Provisional Code may be experimental in nature, may contain defects, and may not work as intended. Technical Support Services may not be available for installation and use of Provisional Code. However, Troux Technical Support Engineers will use commercially reasonable efforts to answer questions Customer may have about Provisional Code.

### 3.4 PROBLEM IDENTIFICATION

Once the problem has been identified, Troux Technical Support may provide Customers with one of the following as a solution to their issue:

- Workarounds – alternative actions that can be used to complete tasks and provide a solution to limitations in the software. The case response time guidelines listed above are based on Customers actively working to implement Troux Technical Support's suggestions, including workarounds.
- Configuration Changes – a modification to the Customer's Troux environment settings to resolve the issue. The changes may relate to Troux software or any underlying technologies and systems.
- Hot fixes – minor upgrades for Troux software addressing the issue.

- Major, Minor, and Maintenance Releases – upgrades for Troux software addressing the issue.

At times, defects in third party software may limit the operation of Troux software. In these cases, Technical Support will attempt to identify the defective component so that the Customer may seek a defect correction from the third party vendor. See the Third Party Software section for more details.

## 3.5 PROVIDING DATA TO TROUX TECHNICAL SUPPORT

During the course of troubleshooting and researching issues, it may be necessary to provide Troux Technical Support personnel with data from your systems (diagnostics, metamodels, etc.). For the convenience of our customers, Troux provides several methods to transmit this data including, but not limited to, Email, the Troux Support Site and the Troux Download Site. Customers' data is held securely and not accessible to unauthorized users. Customer data will be deleted, upon request, at the successful resolution of an incident.

## 4 PRODUCT RELEASES

### 4.1 RELEASE TYPES

Troux provides cumulative release types to Customers. These are described below.

#### 4.1.1 Major Release

Major releases (**X.y.zzzz.zzzz**) are vehicles for delivering major and minor feature development and enhancements to existing features. They incorporate all applicable defect corrections made in prior major releases, minor releases, hot fixes, and patches.

#### 4.1.2 Minor Release

Minor releases (**x.Y.zzzz.zzzz**) are vehicles for delivering minor feature developments, enhancements to existing features, and defect corrections. They incorporate all applicable defect corrections made in prior minor releases, hot fixes, and patches.

#### 4.1.3 Maintenance Release

Maintenance Releases (**x.y.ZZZZ.ZZZZ**) are vehicles for delivering enhancements to existing features and defect corrections. They incorporate all applicable defect corrections made in prior hot fixes and patches.

#### 4.1.4 Hot fix (aka Provisional Code)

Hot fixes (**x.y.zzzz.zzzz Hot Fix A**) are vehicles for critical defects that affect production systems. They are meant to provide a single correction for a single configuration, so they are not transferable to multiple configurations/systems. Hot fixes occur on an as-needed basis. Once a defect is corrected in a generally available release, any Customer who received a hot fix to address that defect is expected to upgrade to the generally available release to continue support.

## 4.2 REQUESTING A PATCH

Customers may request a new patch for a critical issue at any time. However, patches are made available at the discretion of Troux based on technical complexity, the Customer's business requirements, and schedules.

Once Troux agrees to create a patch, it is entered into a queue with other scheduled releases. Often times the wait period required for a patch is longer than the wait period for including the correction in an upcoming release.

Once a defect is corrected in a generally available release, any Customer who encounters that defect on an older version is expected to upgrade to the generally available release rather than requesting a patch.

## **4.3 SUPPORT EXPIRATION AND PRODUCT LIFE CYCLES**

Troux supports each major and minor release for a minimum of two years from release. However, a major or minor release will continue to be supported until one year after its successor is made available.

Additionally, Troux will support maintenance releases for one year. When a major or minor release is expired, all of its related maintenance releases, and hot fixes will also be expired.

## **5 OTHER POLICIES**

Troux Technical Support has outlined the following policies regarding Product Updates, renewal of Technical Support Services, and Customers with past due invoices.

### **5.1 PRODUCT UPDATES**

Technical Support Services includes Product Updates (as such term is defined in the Software License Agreement between the Customer and Troux). A new License Key may be required when upgrading to a newer version of Troux Contact your Account Executive or Troux Technical Support to request License Keys. Please allow several business days for processing.

### **5.2 RENEWAL OF TECHNICAL SUPPORT SERVICES**

Customers are not allowed to renew Technical Support Services on a subset of their licensed Troux Products. When Technical Support Services comes due, the Customer has the option to either renew all licensed products or allow Technical Support Services for all of its licensed products to lapse.

### **5.3 CUSTOMERS WITH PAST DUE INVOICES**

Technical Support Services are discontinued for Customers with past due invoices. All open incidents will be closed at the time Support lapses. Upon receipt of payment for the appropriate invoices, Troux will reinstate Technical Support Services.

### **5.4 PHYSICAL DELIVERY OF PRODUCT MANUALS AND CDS**

Effective October 1, 2009, Customers are charged a fee when requesting physical delivery of CDs. Requests for physical materials through Troux Technical Support will be forwarded to the Customer's Account Executive for processing. Existing Customers that are current on Technical Support Services can continue to download documentation from the Troux Community Site (<http://community.troux.com>) and software products from the Troux Download Site (<https://downloads.troux.com>) without charge.