

## Software License Agreement

### **Schedule A – Product MAINTENANCE & OPERATIONS Support**

During the Term of this Agreement and for so long as Customer is entitled to receive the Service hereunder, Vendor shall provide the following Product Maintenance & Support Services through its Support Centers (“SC”) for the Service infrastructure and Vendor Software as follows

- a. The SC will be the primary point of contact for all product support inquiries. The SC may be contacted via email at [support email id].
- b. The SC will receive, log, and respond to inquiries from the Customer concerning errors or defects in the Vendor Software that cause the Vendor Software to deviate from the applicable SaaS Materials.
- c. The SC is and will be staffed with qualified product support engineers who have experience with the Vendor Software and SaaS Materials and are familiar with the environments in which they operate. The SC will endeavor to provide timely and accurate answers to the Customer’s inquiries through Vendor’s Product Support team. The SC shall endeavor to rectify Vendor Software errors that impact Customer’s use and operation of the Vendor Software as set forth below. However, Vendor does not warrant that the Vendor Software will be error free, will work in combination with third party software not provided by Vendor, or will perform in an uninterrupted manner.
- d. For as long as the Agreement remains in effect, Customers shall have unlimited telephone, e-mail, Website forum, and, where applicable, remote access support for the Vendor Software during the hours of operation of the SC. Excluding legal

holidays in the respective geography, telephone and electronic mail support shall be available Monday through Friday.

- e. Support inquiries, whether initiated by electronic mail, telephone, or otherwise, will be recorded by Vendor in the SC issue-tracking system. All inquiries will be assigned a tracking number that will be used to communicate with the Customer and to track the progress of a specific support call or inquiry.
- f. Product Support inquiries shall be limited to Level 3 support. As used herein below, the following definitions apply:

Support Level	Description	Provided by
Level 1	Level 1 support includes the following activities: receipt, logging, tracking and managing support requests from end users; initial assessment of issues; escalation to Level 2 issues requiring application and business expertise.	Customer
Level 2	<p>Level 2 support includes the following activities: receipt of issues escalated from Level 1; replication of issues; troubleshooting and diagnosis of issues; resolving issues; and escalation to Level 3 issues requiring development expertise. Level 2 will also include the receipt, logging, tracking and managing support requests.</p> <p>Application Support handles Level 2 questions, typically those required in-depth knowledge of the support applications.</p>	Vendor as part of Application Support Coverage, further described in Schedule C

Support Level	Description	Provided by
Level 3	<p>Level 3 support includes the following activities: receipt of and the diagnosis of complex issues escalated from Level 2. Level 3 issues are those that require developer level expertise or product questions that are not answered in the product documentation.</p> <p>Level 3 support is provided by the Product Support Team working in tandem with the Application Support Team.</p>	Vendor

- g. The Customer and the SC contact will work together to assign a priority level when the support inquiry is initiated in accordance with the Priority Level descriptions herein. The Priority Level describes the impact that the problem is having on the Customer's ability to effectively use the Vendor Software. The Priority Level initially assigned can be modified if circumstances warrant it and the appropriate representatives of the Customer and Vendor agree. In this instance, Vendor will agree to a target time-scale with the Customer for recovery of Services, although it may take longer to effectuate a resolution. As used herein below, the following definitions apply:

Response Time is the average time within which Vendor will take to first respond to a support inquiry.

Service Restoration is defined as the period of time until service is restored to a usable state. The service may not be restored to 100% of its original functionality or capacity but is restored to a sufficient state to reasonably continue business

operations via corrective action or development of a workaround. A workaround is defined as a nonstandard method for performing a given operation which produces the same result that would be achievable if the portion of the Software affected by the problem were functioning according to the Documentation.

h. Priority Levels and SC average response times are as follows:

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
1 - Critical	<p>Critical functionality is down or impaired or degraded; major impact to Customer's business; no reasonable workaround(s) exists or no current patch set or service pack is available.</p> <p>Examples of Critical Deficiencies: Response Time is at or over four (4) times the agreed upon Response Time Baseline or does not function at all, as determined by the Customer. There is no way to circumvent the problem; a significant number of Users are affected. A production business System is inoperable.</p>	One (1) Business Hour	One (1) Business Day
2 – Severe	<p>Functionality is impaired or degraded, or an important function is not available, and operations are severely impacted. There are time-sensitive issues that impact ongoing production. A reasonable workaround exists, but it is only temporary. Hotfix, patch or service pack or upgrade is not available.</p>	Four (4) Business Hours	Five (5) Business Days or next scheduled maintenance, whichever is less

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
	<p>Examples of Severe Deficiencies:</p> <p>A component of the System is not performing in accordance with the Specifications (e.g., Response Time is at two (2) or three (3) times the agreed upon Response Time Baseline), which is creating significant Customer business impact, or its core functionality is not available, as determined by the Customer.</p> <p>OR</p> <p>Mandatory reporting within the System is inaccurate, or data is unavailable (unless the inaccuracy is due to inaccurate data provided by the Customer).</p>		
3 – Moderate	<p>Non-critical functionality is down or impaired. Does not have significant current production impact. Performance is degraded. A short to medium term work- around is available. Patch, service pack or upgrade is available.</p> <p>Examples of Moderate Deficiencies:</p> <p>A component of the System is not performing in accordance with the Specifications, which is creating a moderate or minor operational impact, as determined by the Customer.</p>	One (1) Business Day	Two (2) weeks

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
4 – Low	<p>Non-critical function impaired. No business impact. A medium to long term work-around is available. Patch, service pack or upgrade is available.</p> <p>Examples of Low Deficiencies:</p> <p>This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Licensed Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the Customer.</p>	Two (2) Business Days	Next Version Release or 6 months unless otherwise agreed to by Customer and 3Di

All times specified may be impacted by availability of Customer internal support, if required, to assist in investigation or resolution.

Although Vendor will endeavor to provide a resolution for all errors within the times indicated above, Vendor does not guarantee that all errors will be resolved within these times or that a Resolution will be provided at all.

Vendor shall have the right to modify the foregoing support policies as agreed by Vendor and Customer, provided (1) Vendor provides Customer with at least thirty (30) days written notice of such changes, and (ii) such changes do not materially diminish Vendor’s overall technical support obligations to Customer as set forth herein.

- i. The Product Maintenance & Support scope consists of the following activities. Other related activities may be considered in scope as agreed in writing by Vendor and Customer.

### Single Point of Contact

- Serve as single point of contact for application and infrastructure issues
- Receive, log, escalate and respond to inquiries from the Customer concerning infrastructure availability or connectivity concerns.

### Issue Triage

- Field support questions on Customer-specific configurations and customizations.
- Serve as a single point of contact for Third Party software support issues.
- Interface with Vendor support groups for technology issues which must be researched through the vendor support team.
- Interface with Product Support and Product Team.
- Interface with Customer IT organizations and network issues
- Level 2 Application Support

### System Maintenance

- Defect correction for Customer specific configuration and customization errors (Including Critical and non-Critical issues)
- Apply software patches and minor releases as required with appropriate documentation.
- Updating Mobile Apps for iOS & Android as new versions of devices and operating systems are released by Apple and Google respectively.
- System software updates, patches
- Release Management and Version Control
- Bug Fixes and Patches related to Security: Bug fixes and patches related to security may be applied to the 3Di Engage instance of the customer as necessary.

- Minor version Updates and Enhancements: These updates and enhancement may include minor UI changes, features enhancements, minor new features. Minor version updates and enhancements may be applied to the 3Di Engage instance of the customer with customer's approval.
- Major version Upgrade: Major version upgrade may involve significant changes to UI and User Experience, addition of new features and functionalities. Major version upgrades are release as per our product roadmap. We will notify the customer of the product roadmap. Major version upgrades will be upon request by the customer and will be fully coordinated. Major version upgrades in some cases result in additional cost to the customer.

Bug fixes, Patches, Updates, Enhancements and Upgrades are applied only after thorough testing and system backup. All maintenance on the production environment is scheduled during non-business hours with approval of customer and 3Di.

### Operations Support

Vendor will be responsible for operation of the SaaS system described in Schedule

A. Operation responsibilities include:

- System & Application Hosting
- Hardware maintenance, repair and upgrades
- System software
- System & Application Monitoring and Customer notification of errors, downtime, breaches
- System & Application sizing and tuning for optimal performance
- System Security Monitoring and Notification (Unauthorized Use, Intrusion or Data Compromise)
- System Recovery from errors and/or downtime



- Reporting - Customer has access to a dashboard with reports for Utilization, System uptime, Planned/unplanned downtime and Hack attempts prevented
- i. The following services are excluded from the Product Support Services:
- Support for software not listed in Schedule A
  - End user training
  - Level 1

## **Schedule B – GENIE HOURS SUPPORT**

### **1 Supported Software**

The Genie Hours Support Services includes application support for the solution comprised of the following Software:

Software
Software defined in Schedule A
Third party software integrated with the Software

### **2 GENIE HOURS Support Scope**

Genie Hours support activities are defined as the activities required to support and maintain a solution which are excluded from the scope of standard product maintenance support (Schedule B).

The Genie Hours Support scope consists of the following activities. Other related activities may be considered in scope as agreed in writing by Vendor and Customer.

#### Single Point of Contact:

- Serve as single point of contact for application and infrastructure issues
- Receive, log, escalate and respond to inquiries from the Customer concerning infrastructure availability or connectivity concerns.

#### System Enhancements Scope Items:

- Modifications to current configurations
- New Customer specific configurations
- UI design, development, modifications
- Mobile application design, development modifications
- SR Management:
- New SRs
- SR Updates
- Knowledgebase Updates
- Technical Support
- Workflow changes
- Integration Services
- System configurations changes

#### Customer Specific Scope Items:

- Provide Level 2 support for third party tools integrated with Customer's system such as publishing tools in use by Customer. Customer agrees to ensure that the third party vendors will provide Level 3 support to the Vendor support team and to ensure that Vendor resources are provided sufficient training on the third party tools to provide effective Level 2 support.
- Provide additional "Train The Trainer" training for the software defined in Schedule A

### 3 GENIE HOURS Support Service Description

The Genie Hours support service consists of a pool of hours offered in maximum hours per month to be utilized by Customer. The Genie Hours Support Services selected by Customer are defined in Section 15, Genie Hours Support Services Parameters, of this Schedule C.

Vendor and the Customer can use the pool of hours to perform any of the activities described in Section 4, as long as the effort of those activities fit within the allocated pool of hours. Changes to the system are documented in a Change Control Request which will provide estimates, risks etc. and must be agreed to by a designated Customer approver and managed through an agreed change management process (including roll-out).

Vendor will provide the Genie Hours support pool hours selected in Section 15 of this Schedule C for Customer to provide application support to the systems defined in Section 1 - Supported Software.

Customer may change the Genie Hours Support pool hours on a quarterly basis as agreed with Vendor unless otherwise agreed by Vendor and Customer. Vendor requires 30 days advance notice to change the Genie Hours Support service pool hours. Up to 60 days advance notice may be required to increase the level of the Genie Hours Support Service, depending on Vendor's resource availability.

If Customer desires a change in the Application Genie Support Service, the parties will define any changes in the form of an amendment hereto.

#### 4 Support Fees

The Genie Hours Support fees for the Support Period are included in the SaaS payment schedule.

The Genie Hours support levels may be adjusted on a quarterly basis to a level that reflects the estimated support requirements for the period. It is accepted by both parties that there will be a requirement for greater support in the pre and post go-live phases. This requirement will be reflected in the estimated support hours in Table 6 – Customer Genie Hours Support Services.

If more than the maximum hours per month of application support are required on short notice, additional support is available on a time and materials basis. Genie Hours Support services required in excess of those currently selected by Customer shall not be performed by Vendor and therefore costs will not be incurred without Customer approval.

Additional Genie Hours support time will be allocated via approval of an amendment hereto by Customer and Vendor.

Any travel and living expenses associated with the delivery of the Services will be invoiced separately at cost.

Vendor Support Team Members will only travel to Customer facilities if requested by Customer in writing.

#### 5 Renewal Of Services

Renewal of services applies to additional support services above the minimum level specified in section 16 Genie Hours Support Services of this Schedule C.

After the initial Support Period, application support services may be renewed by Customer on an annual basis; provided that, (i) Customer pays to Vendor the then-current Support Fees charged by Vendor to its clients for the applicable renewal period on or before thirty (30) days prior to the expiration of the current annual Support Period; and (ii) Vendor shall not be obligated to provide support services after the Initial Term, unless otherwise mutually agreed in writing by the parties.

Prior to the commencement of each annual renewal period, Vendor shall be entitled to increase Support Fees to the then-current Support Fees charged by Vendor to its clients for Genie Hours Support and shall provide Customer with written notice of such fee increase (which written notice may be in the form of an invoice from Vendor for support services for the renewal period).

## 6 Support Services Availability

Genie Hours Support services availability shall be identical to the Product Maintenance & Support service availability defined in Schedule A.

## 7 Other Terms

The terms and conditions defined in the current effective Master Services Agreement between Customer and Vendor shall apply to this Schedule C.

## 8 Support Process

Vendor and Customer will follow the following process when handling both the Product Maintenance & Support issues or Genie Hours Support issues:

- Customer will contact the Vendor support team via email, online issue tracking system or telephone hotline.
- Customer will provide all relevant information regarding the problem, circumstances leading to the problem, confirmation of Customer's configuration

details, and results of any investigations made, including any attempts to reproduce the problem.

- Vendor will log the call in the Vendor Issue Management System, assign a Support Call Reference number, and pass this information to Customer staff for future reference.
- Vendor will apply the priorities defined in the Priority Level Table in Schedule B, Section h to Application Support Service issues.

If the issue is a Problem Report or System Question

- Vendor staff will assign a severity to the reported problem and identify the next action(s) to be taken.
- Vendor staff will troubleshoot and identify the most effective resolution to the issue or if needed escalate the call to the technical specialist.
- Vendor staff will monitor the support request until it is resolved or it is agreed with the Customer staff that no further action can be taken.

If the issue is a request to modify a Customer system (Change Request)

- Vendor staff will initiate the Change Control process
- The effort to implement the request will be estimated and accommodated in accordance with the change control process agreed by Vendor and Customer.
- Vendor staff and Customer will agree on an implementation schedule

If access to Customer systems is only available via a Customer supplied laptop or other hardware, Vendor may only be able to work on a single issue at a time if access to the Customer system is required to resolve the issues.

## 9 Methodology

Any system enhancements or configuration changes work will follow the methodology defined in Vendor's Quality Management System.

## 10 SYSTEM Change Control PROCESS

Vendor and Customer shall follow Vendor's change control process.

## 11 Reporting

Four reports will be sent to Customer via electronic mail each month – A Summary Report of all issues; an Open Issue Detail report of open issues; a Service Level Agreement Report of all service level agreement issues; and a Monthly Support Usage report.

Descriptions of the Vendor issue reports are listed in Table 1 - Vendor Application Support Issue Reports.

Table 2 - Vendor Application Support Issue Reports

Report	Description
Summary Report	A summary report of all Application Support issues
Open Issue Detail Report	A detail report of all non-closed Application Support issues including assigned severity level and time taken to close out issue
Service Level Agreement Report	A detail report of all Service Level Agreement incidences including assigned severity level and time taken to close out issue
Monthly Support Usage	Details on monthly usage of support hours listed by support issue

## 12 Customer Responsibilities

Customer will designate a System Contact (Customer System Contact).

- The Customer System Contact will be responsible for managing Customer resources required to fulfill Application Support team requests.
- The Customer System Contact will serve as Vendor's point of contact for all Application Support Issues.
- The Customer System Contact will be trained on and will be familiar with the Customer's System as detailed in Schedule A.
- The Customer System Contact will meet with the Vendor Regional Support Manager (or his designee) on a monthly or other mutually agreed upon schedule.
- The Customer System Contact will manage and set priorities on all Customer issues including Change Requests.
- The Customer System Contact will escalate Application Support issues to Customer management when required.
- The Customer System Contact will request and obtain approval on any amendment to this Schedule C for additional Application Support services prior to performing additional services, if desired by Customer.
- The Customer will provide a steering committee governance body which will meet on an agreed upon schedule to monitor program performance and serve as an escalation mechanism to mitigate risk.

## 13 Escalation Path

### Vendor Escalation Path

The following path is defined for issues requiring escalation within Vendor's management structure:



Priority	Notified Party	Responsibilities
1st Level	Vendor Regional Support Manager	Involved with the daily support activities. Liaise with support team members and progress problem resolution. Accelerate escalation procedure if required.
2nd Level	Vendor Global Support Manager	Main Escalation contact after Regional Support Manager has been contacted. May allocate additional resources and may agree to on-site assistance if required.

#### Customer Management Escalation Path

Customer will designate a System Manager and Program Manager. The following path is defined for issues requiring escalation within the Customer management structure:

Priority	Notified Party	Responsibilities
1st Level	System Manager	Involved with the daily support activities. Liaise with support team members and progress problem resolution. Accelerate escalation procedure if required.
2nd Level	Program Manager	Main Escalation contact after Regional Support Manager has been contacted. May allocate additional resources and may agree to on-site assistance if required.

#### GENIE HOURS Support Service models

#### Application Support Service Description

App Support Service	Description
Genie Support Pool-10	Maximum of 10 Hrs/Month of Application Genie Support Services. Included in the subscription fees described under Section 6 – License Fees, Term and Payment.
System Replication	Vendor Hosted system for support issue triage. Hosted outside of production system environment
Replicated System Installation	Installation service for replica of customer system
Hosting Support	Covers single point of contact (POC), & Vendor Software maintenance, (including patch and maintenance release installation). Does not cover enhancements or configuration change requests, outside of included Genie Support Pool Hours.
24x7 Emergency Support	24x7 critical issue coverage

### Application Support Hours

For the purposes of this agreement, the select Genie Hours Support Services hours are a maximum of 10 hours/month.

Monthly usage of Genie support hours shall not exceed the specified Maximum Hours/Month for the selected Genie Hours Support Service unless agreed upon by Vendor and Customer, or unless the customer chooses to purchase additional Genie Support hours in increments of 10 Hours/Month @ \$1,000/month. Application Support Services

## **Schedule C – Infrastructure SERVICE LEVEL TERMS**

The Services shall be available 99.9%, measured monthly, excluding scheduled maintenance.

If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day.

Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within one (2) business day from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event.

Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

### **Excused Downtime From SLA Calculations**

The Customer's Site shall be considered available to the extent any downtime is due to:

- regularly scheduled maintenance or service upgrades;
- intentional shutdowns due to emergency interventions and/or responses to security incidents;
- problems with third-party components for which fixes have not been provided by the vendor;
- content residing on the Customer's hosting environment;
- customer-managed hardware or software ;
- configuration changes initiated by the Customer;
- the Customer's failure to observe Vendor Hosting security and upgrade policies;
- or
- any outages caused by Vendor application support described in Schedule B
- any cause outside of Vendor's control.

Note: To be read along with the Service Level Agreement(SLA).

## 3Di Contacts

Email Inquiries:



### **Carlos Culebro, Vendor Contracts**

Phone: (203) 449-8839

Email - [carlos.culebro@3disystems.com](mailto:carlos.culebro@3disystems.com)

---



### **Jeremiah Rodriguez, DIR Contact**

Phone: (737) 354-7016

Email - [jeremiah.rodriguez@dir.texas.gov](mailto:jeremiah.rodriguez@dir.texas.gov)

---