

## TeamDirection Support and Maintenance Agreement

This TeamDirection Support and Maintenance Agreement (“Agreement”) between you (either an individual or an entity) ("Customer") and TeamDirection, Inc. (“TeamDirection”) is a legal agreement for the provision of certain support services by TeamDirection. By purchasing a TeamDirection Software Maintenance Subscription, Customer agrees to be bound by the terms of this agreement and TeamDirection will provide software maintenance and support services as provided in this Agreement at the service level to which the Customer has subscribed.

### I. Support

#### A. Definitions

1. "Error" means (a) a material failure of supported TeamDirection software to function in accordance with its documentation, or (b) any other material defect in or malfunctioning of supported TeamDirection software.
2. “Licensed Software” means the TeamDirection product licensed to a Licensed User.
3. “Licensed User(s)” means a legal user of a TeamDirection Licensed Software product.
4. "Update" means a bug fix, patch, or other revision to or modification of software that TeamDirection provides to Licensed Users. *Updates do not include Upgrades.*
5. "Upgrade" means a major release of software; generally, upgrades include major functionality improvements and/or enhancements. The distinction between an upgrade and an update is decided solely at the discretion of TeamDirection Inc.

#### B. Support Subscription Programs

1. Standard Support: All Licensed Users receive thirty (30) days of email support at no additional charge, starting on the purchase date of the Licensed Software. Customers reporting problems during this period may send email to [support@teamdirection.com](mailto:support@teamdirection.com) or use the forum and knowledge base found in the Support section of the TeamDirection web site.
2. Support and Maintenance Subscription (SMS): All Licensed Users with a paid up subscription to the SMS receive unlimited Priority Support (no limit on number of incidents) as well as minor (1.0 to 1.1) and major (1.x to 2.0) updates/upgrades. The SMS fee is charged on a percentage basis of the product licenses as is in place at the time of the subscription. Licensed Users having purchased SMS will receive priority service for all reported incidents. Licensed Users reporting errors shall send email to [support@teamdirection.com](mailto:support@teamdirection.com) outlining the problem and specifying the software version of our tools in which the problem is experienced. Error reports received by TeamDirection Customer Support during working hours will be minimally acknowledged within 24 hours and a response sent to the

Customer within 48 hours of receipt of the report. Working Hours for Customer Support are posted in the Support section of the company web site.

### C. Error Report Handling & Procedures.

1. Customers having purchased support must designate one (1) primary Contact Person, unless otherwise stipulated in a custom support agreement. "Contact Person" means a person designated by the Customer to interface with TeamDirection for the purpose of resolving issues requiring the support of TeamDirection. TeamDirection Support must be provided with:
  - a. Name of contact person or alternate
  - b. Telephone number
  - c. E- mail address
  - d. The contact person(s) will serve as your only contact(s) with TeamDirection for the purpose of initiating support incidents and providing the necessary information required to resolve them.
2. The support email address is used for error reporting unless stipulated otherwise in a custom support agreement. When reporting an Error you must:
  - a. Describe the Error in reasonable detail. Screenshots are preferred
  - b. Indicate the software version as specified in the About Box in our for-SharePoint tools or under Files | Properties | Tool | General tab of our for-Groove tools.
  - c. Indicate the severity of the Error as follows:
    - 1 – stops production
    - 2 – error in data
    - 3 -- incorrect processing but not resulting in data error
    - 4 – inconvenient for user
    - 5 – question regarding functionality
  - d. Specify any error message(s) observed.
3. TeamDirection will make every commercially reasonable effort to respond to Customer Error reports within the stipulated time periods.
4. TeamDirection acknowledgements of Error reports will contain either a resolution of the Error or acknowledgement that the Error report has been received and is being investigated. If TeamDirection requests further information about an Error, you must promptly provide the requested information in order to ensure a prompt response from TeamDirection. Customer's failure to provide further information to TeamDirection in a timely manner may affect TeamDirection's ability to reasonably solve an Error and Customer acknowledges that TeamDirection will not be in breach of this Agreement in such event.
5. TeamDirection will make reasonable efforts to correct within commercially reasonable time periods, any substantiated Error in the unaltered software reported by the Customer as specified above. TeamDirection will determine the

form of any Error correction, in their sole discretion, which may include, by way of example and not limitation, an individual patch, a work around, or a maintenance release provided in the normal course of TeamDirection's maintenance release schedule.

6. TeamDirection provides support only for the most current major release of software and the immediately preceding major release. TeamDirection will have no obligation to attempt to correct reported Errors that (a) cannot be reproduced or verified; (b) in TeamDirection's reasonable judgment, should not exist under the circumstances in which the software is being used, taking into account its design specifications; or (c) result from (i) misuse of software by you or others; (ii) modifications to software rendering it non-standard, regardless of who performed the modifications; (iii) failure or interruption of electrical power; (iv) obsolescence of software due to changes in your network, hardware, or third party software; or (v) an accident or other cause external to the software, including, but not limited to, problems or malfunctions related to your network, hardware, or third party software. TeamDirection, Inc. cannot guarantee that all Errors will be corrected.
7. These terms and conditions do not modify any warranty, warranty disclaimers, or limitations on liability set forth in any agreement between the Customer and TeamDirection. TeamDirection has no obligation to implement Customer requests for changes or enhancements.
8. If TeamDirection determines an Error to be outside the scope of TeamDirection's support obligations, TeamDirection may charge the Customer for time and reasonable expenses responding to the reported Error, and the Customer is responsible for payment of these fees. TeamDirection's time will be billed at its standard daily consulting rate in effect for such services at the time the services are rendered. TeamDirection's support services do not include training or software implementation, integration or development services. These services are available at additional cost.

## **II. Maintenance**

1. Unless software maintenance has been stipulated in a custom software licensing or software agreement with the Customer, the following terms and conditions apply:
2. TeamDirection will periodically make software Updates available to all Customers at their own discretion. Updates will, upon installation, automatically become subject to the terms and conditions of the TeamDirection license agreement pertaining to the software being updated.
3. Software Upgrades are not automatically distributed to all Customers and may, at the discretion of TeamDirection, be restricted to those Customers paying a maintenance or upgrade fee.

### III. General Terms and Conditions

1. All services provided hereunder, including Error corrections are provided on an "AS IS" basis. This Agreement does not augment or alter the warranties provided under the Licensed Software's license or purchase agreements.
2. EXCEPT AS PROVIDED IN SECTION III.5, TEAMDIRECTION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TEAMDIRECTION DOES NOT WARRANT THAT ALL ERRORS WILL BE CORRECTED. TEAMDIRECTION SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY LIABILITY OR DAMAGE SUSTAINED BY CUSTOMER AS A RESULT OF ANY CLAIM OR ACTION BROUGHT OR ASSERTED AGAINST CUSTOMER BY ANY THIRD PARTY.
3. In no event shall Customer's cumulative liability for any claim arising in connection with this Agreement exceed the amount of the total fees and charges paid to TeamDirection for support services by Customer during the six (6) months preceding any such claim.
4. Regardless of whether any remedy set forth in this Agreement fails of its essential purpose, IN NO EVENT SHALL TEAMDIRECTION BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, EVEN IF TEAMDIRECTION KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
5. Waiver by any party of the breach of any provisions of this Agreement by the other party shall not be construed as a continuing waiver of such provision or a waiver of any other breach of any other provision of this Agreement. To be enforceable, a waiver must be in writing and signed by the waiving party.
6. Except as set forth herein, this Agreement may not be assigned or transferred by Customer without the prior written consent of TeamDirection which shall not be unreasonably withheld. TeamDirection shall be allowed to assign this Agreement to any third party; or to a successor entity by way of merger, acquisition, purchase of all or substantially all of its assets, or operation of law, provided that such successor agrees in writing to be bound by the terms of this Agreement.
7. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous statements or agreements with respect to such subject matter are superseded by this Agreement.

8. No amendment of this Agreement shall be effective unless in a writing specifically referencing this Agreement and signed by the duly authorized representative of both parties
9. The validity, construction, and enforcement of this Agreement, and the determination of the rights and duties of the parties, shall be governed by the laws of the State of Washington exclusive of any choice of law provisions.
10. Notices. Any demand, notice, or other communication required or permitted under this Agreement shall be in writing and shall be either (a) hand-delivered to the addressee, (b) faxed to a telephone number specified by the addressee in a previous notice, or (c) deposited in the mail (first class, registered, or certified) or delivered to a private express company, postage or freight prepaid, addressed to TeamDirection at the TeamDirection address and to Customer at Customer's address. Each party may change such party's fax number or address from time to time by giving the other party notice of the change.
11. Headings. The article and section headings used in this Agreement are for convenience and reference only, and the words contained therein shall not be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of any of the provisions of this Agreement.
12. Should either party fail to perform or should its performance under this Agreement be delayed by any factor beyond the reasonable control of the delayed party, then the time for performance of the delayed party shall be extended by a period of time equal to the duration of such delay provided that the parties work diligently to minimize any such delay.