



Standard Support and Maintenance Program

1. INTRODUCTION

1.1 Purpose. The purpose of this Standard Support and Maintenance Program (“SSMP”) document is to:

- Describe the SSMP
- Provide definitions of Maintenance and Support-related terminology.
- Describe the services delivered
- List general procedures and conditions, including contact information and requirements.

1.2 Program Overview. The SSMP is the support and maintenance MarshallGIS provides for unmodified Software and Services Delivery of GeoKNX® and LiGO® products to the software or services license holder (“Licensee”), including incident tracking, attempts to correct reported problems, new releases, updates and enhancements. The Program is composed of the following:

- Technical Support Services
- Software Maintenance Services

2. DEFINITIONS AND DESCRIPTIONS

Capitalized terms used in this SSMP document shall have the following definitions:

Authorized Caller(s) or Point(s) of Contact. An authorized Caller or Point of Contact is an individual designated by Licensee who may contact MarshallGIS to request technical support (e.g., to report incidents or request assistance with Software or Services use).

Incident. An Incident is the record of a customer request for technical assistance made by phone or email. It contains technical notes and documentation of interactions between the customer and support representative related to the request.

Maintenance Term. The Maintenance Term is the Maintenance subscription duration as defined by the Maintenance start and end dates, during which customers that have licensed products and have purchased Maintenance are entitled to receive applicable Maintenance benefits.

Referenced Software. Referenced software is a Software Product not supplied by MarshallGIS, which may include, but is not limited to Esri software or Asset Management Systems.

Service Pack. A Service Pack is a fix for a specific software version in an area deemed critical for a specific site (e.g., when production has stopped).

Services Delivery. Delivery of Services via MarshallGIS Web Services, Platform as a Service, and/or via virtual appliance.

Software License. A Software License is the limited grant of rights to use a Software program or component as defined by the terms and conditions in the MarshallGIS software Master License Agreement (MLA).

Software Maintenance. Software Maintenance is provided through Software Updates and Service Packs.

Software Update. A Software Update is a new version release of the software that may include increased functionality, compatibility with newer versions of software referenced by the Software Product, enhancements and fixes.

Technical Support Services. Software technical support or technical assistance provided by MarshallGIS to Licensee.

3. TECHNICAL SUPPORT SERVICES

3.1 Eligibility. In order to be eligible to receive Technical Support Services, payment of Customer's Annual subscription or maintenance must be current.

3.2 Services Provided. MarshallGIS Technical Support Services comprises the following:

3.2.1 Telephone Support and Incident Reporting/Logging. If a technical issue arises that Licensee needs help with, the Licensee can report an Incident with MarshallGIS over the phone or through email. Support hours for North America are Monday through Friday, 7:00 a.m. to 6:00 p.m. Mountain Time (except for MarshallGIS and/or Licensee holidays).

Licensee can reach MarshallGIS at 1-208-514-0411 or support@marshallgis.com. Alternatively, registered MarshallGIS Customer Service Portal Users may reach us through the [Portal](#).

Licensee is not limited to a set number of times Support can be contacted.

3.2.2 Live Remote Assistance. MarshallGIS may interact with Licensee's system and the Authorized Caller or Point of Contact using a remote tool to assist with technical support.

3.2.3 Accessing Technical Support Services. Licensees are required to designate Authorized Callers or Points of Contact for all direct Technical Support communications with MarshallGIS. Licensee may replace an Authorized Caller or Point of Contact at any time by notifying MarshallGIS Support Services.

3.2.4 Request for Technical Support. All requests for technical support must contain detailed information about the Licensee's Incident and level of severity. Technical support specialists expect information that includes a description of the problem and the software environment. To help expedite a solution support specialists expect access to key personnel, systems and data.

3.2.5 On-Line Technical Support. An on-line technical customer support portal will be made available to all customers on a 7/24/265 basis. The portal will include training webinars, blog and related support information.

3.3 Support Services Scope

3.3.1 Software. Technical assistance provided through MarshallGIS Support Services is limited to unmodified MarshallGIS Software.

3.3.2 Platform. Software technical support extends only to platforms and environments certified by MarshallGIS for use with the Software Product as described in the Software Release Notes, Requirements Checklist and User Guides.

3.3.3 *Peripherals*. Technical assistance through the SSMP is not available for hardware, graphic cards, monitors, and other similar peripherals, except to answer questions of how standard supported devices interface with MarshallGIS Software.

3.3.4 *Referenced Software*. The Technical assistance to be provided by MarshallGIS under this SSMP shall not include assistance necessary due to failure of a Software Product not supplied by MarshallGIS or not covered under this SSMP. Services provided by MarshallGIS that are outside the scope of and/or specifically excluded by this SSMP shall be invoiced by MarshallGIS at a rate determined by MarshallGIS based on the nature of the services(s).

3.3.5 *Training*. This SSMP does not include on-call customer training support for the use of the Software Product or referenced software.

3.4 Response and Resolution Time.

Resolution times are dependent on factors that are often outside the control of MarshallGIS. These factors often include, but are not limited to, operating system limitations, limitations based on user-designated workflow, security issues, integration with referenced software not provided by MarshallGIS, and customer availability. MarshallGIS is usually able to answer questions and suggest solutions to Incidents according to the table below, but the resolution time may depend on the complexity of the Incident. While it is the goal of MarshallGIS to provide an acceptable resolution to all incoming issues, MarshallGIS cannot predict resolution time.

| Severity Level | Response Target | Resolution Target |
|----------------------------|--------------------------|----------------------------|
| Severity 1 Production Down | Within 1 business hour | 24 business hours |
| Severity 2 High | Within 4 business hours | 14 business days |
| Severity 3 Medium | Within 8 business hours | 30 business days |
| Severity 4 Low | Within 12 business hours | To be mutually agreed upon |

Response/Resolution times are during Support hours. Response time is defined as the period of time within which MarshallGIS will acknowledge a Technical Support request from the customer. Resolution time begins after initial response.

4. SOFTWARE MAINTENANCE SERVICES

MarshallGIS may make available to an eligible Customer any MarshallGIS approved Software Product releases, to include Updates, Service Packs, corrections or improvements to the Software Product for a period of twelve (12) months. Software Product Updates will apply only to unmodified Software Product and to commercially-released updated versions of the Software.

4.1 Eligibility. In order to be eligible to receive Software Maintenance Services, payment of Customer’s Annual subscription or maintenance must be current. Maintenance Services will be provided on an as-needed basis if changes and/or enhancements have been made to the Software Product.

4.2 Release Schedule. Updates will be made within six months of a new release of referenced Asset Management or Esri software that is referenced by the Software Product. MarshallGIS reserves all rights to modify its Update Release Schedule at its sole discretion.

4.3 Requirements. Software Product Maintenance Services extend only to platforms and operating environments certified by MarshallGIS for use with the Software Product. Detailed information about minimum software and hardware requirements is available in User Guides, Requirements Checklist and Release Notes.

4.4 Electronic Access to Software Maintenance. MarshallGIS shall grant to the Customer the right to access such electronic distribution services, as MarshallGIS deems appropriate. These distribution services may include real time updates to web-based applications, electronic mail via the Internet or access via MarshallGIS FTP site to files and documents. It shall be the responsibility of the Customer to provide any such resources as may be necessary for the Customer's electronic access to the Software Maintenance. In addition, Customer shall bear all costs associated with telephone line access during its receipt of these services. Customer shall contact MarshallGIS Customer Support for the specific electronic access means being offered.

5. MAINTENANCE TERM AND RENEWAL

5.1 Term. This SSMP will commence upon verification by MarshallGIS of initial receipt of order per selected delivery method and shall continue for twelve (12) consecutive months at the fee(s) listed in the agreed upon quote or contract.

5.4 Termination. MarshallGIS reserves the right to unilaterally and immediately terminate services under this SSMP in the event Licensee fails to adhere to the terms and conditions of the Master License Agreement or Software Maintenance and Services Delivery Agreement.

6. PAYMENT

6.1 Non-Payment. Services provided under this SSMP may be terminated without notice if subscription or maintenance payment is not received by its due date. If Customer is delinquent on any obligation to MarshallGIS, MarshallGIS may suspend services provided by the SSMP until Customer pays its obligation. No credit or refund will be provided during any periods of suspension.

6.2 Additional Services. Services outside the scope of the SSMP may be provided on a Time-and-Materials basis, Flat Fee basis, or may require on-site work at a negotiated price.