

Sagem-Interstar

Service/Maintenance Agreement

TECHNICAL MAINTENANCE AGREEMENT

Definitions

For the purpose of this Technical Maintenance Agreement, the definitions for the following terms shall have the meaning set forth below. Any term defined in the Software License Agreement shall, unless the context requires otherwise, have the same meaning in the Technical Maintenance Agreement.

NOTE: Any software acquired under this contract must be bundled with equipment. Purchase of stand-alone software is not within the scope of this contract.

- **AUTHORIZED PERSONNEL** shall mean one of two contacts appointed by Licensee who shall be authorized to contact Technical Support. These individuals, in the opinion of the responsible Licensor and Licensee manager, shall exhibit experience in the installation, operation and maintenance of the hardware, desktop, network operating systems and applications within the Licensee's environment.
- **CUSTOMER** shall mean the end user who licenses the software from Licensor.
- **DOCUMENT** shall mean all the manuals and additional material pertaining to the software.
- **EXECUTABLE CODE**, also called loadable or object code, shall mean the form of software directly executable by the computer.

- **MAINTENANCE RELEASE** shall mean a software release or revision which provides fixes to problems, but which does not provide new functionality.
- **NORMAL BUSINESS DAY** shall mean those times that Licensor is normally open for business, as described in Appendix D.
- **PRODUCT RELEASE** shall mean a software release or revision of the licensed software, which provides new functionality added as part of the product development cycle.
- **TECHNICAL MAINTENANCE AGREEMENT** shall mean this Technical Maintenance Agreement and all appendices attached hereto, which are amended from time to time in accordance with the provisions hereof.
- **TECHNICAL SUPPORT** shall mean those services to be provided by Licensor as described in Appendix B.

- **SUPPORTED SOFTWARE** shall mean the licensed software which is in its current Product Release or its 2 immediately preceding product releases. Licensor shall not be responsible for releases beyond this, nor those product releases whose release dates are greater than 2 years from the current date. Information on the current release is available from Licensor's website at www.faxserver.com.
- **SPORADIC MALFUNCTION** shall mean any non-reproducible, intermittent problem, which results in a temporary cessation in Supported Software functionality.

Services To Be Performed

- i. Licensor shall provide Technical Support for the Supported Software in accordance with the provisions of this Technical Maintenance Agreement to Licensee's authorized personnel.
- ii. Licensor shall not be responsible under this Technical Maintenance Agreement for providing any services required as a result of:
 - **Unauthorized changes, modifications or alterations of or to the Supported Software**
 - **Improper operation of the Supported Software**
 - **Operation of the Supported Software by improperly trained personnel**
 - **Operation of the Supported Software in an improper operating environment**
 - **Errors or problems with third party products or errors in data.**
- iii. Licensor shall be responsible for providing support for the Licensor's Supported Software only.
- iv. This Technical Maintenance Agreement does not cover onsite interventions, nor does it cover full installation assistance of the supported software. These are available at an extra charge. For details, refer to section 3.2.

Licensor's Obligations

Licensor shall provide the following services for the supported Software:

Problem Resolution Services

Licensor will provide the problem resolution services for the Supported Software in accordance with Appendix B.

Technical Support

Licensor shall provide Technical Support services for the Supported Software in accordance with Appendix B.

Supported Software Maintenance Upgrades

Copies of maintenance releases and new product releases for the Supported Software and any associated Documentation will be provided free of charge when available on Licensor's website at www.downloadsxmedius.com, or via shipment of media containing such software, at Licensor's discretion.

Problem Escalation

Problems with the Supported Software will be escalated in accordance with the Problem Escalation Procedure specified in Appendix C attached hereto.

Sporadic Malfunction

In the case of sporadic malfunction of the supported software, Licensor agrees to apply the appropriate resources to investigate the malfunction. Licensor shall use reasonable efforts, which may include Supported Software upgrades, replacements or workarounds, to correct any problem with the Supported Software which is identified as the cause of the sporadic malfunction.

Design Requirements

Licensor shall use reasonable efforts to ensure that any maintenance releases and patches are designed such that they may be incorporated into Licensee's network with minimum disruption of network operations. Wherever possible, maintenance releases will be suitable for remote installation.

Documentation

Licensor will provide to Licensee the Documentation for the supported software.

Additional Services

Subject to the terms and conditions of this Technical Maintenance Agreement, Licensee shall be entitled to request that Licensor provide additional services. Subject to the availability of the required personnel, such additional services shall be provided at Licensor's discretion, at the charges, terms and conditions outlined in Appendix A.

Warranty

LICENSOR WARRANTS THAT IT WILL EXERCISE REASONABLE CARE AND SKILL IN THE PROVISION OF THE SERVICES DESCRIBED HEREIN AND SHALL USE ALL REASONABLE ENDEAVORS TO MEET THE TIME SCALES INDICATED. LICENSOR'S SOLE OBLIGATION AND LICENSEE'S SOLE REMEDY SHALL BE FOR LICENSOR TO USE REASONABLE EFFORTS TO CORRECT ANY FAILURE TO PROVIDE THE SERVICES IN THE MANNER SPECIFIED ABOVE. APART FROM THE TERMS, CONDITIONS AND DEFINITIONS SET ABOVE, THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES OR COVENANTS PROVIDED WITH RESPECT TO THE SERVICES.

General Provision

DIR Contract No. DIR-SDD-1513 and this agreement along with appendices A, B, C & D shall be construed in accordance with the laws of the state of Texas. Both parties submit to the personal jurisdiction of and venue in the state courts in Travis County, Texas.

Appendix A

A.1.0 Charges For Services Excluded From This Technical Maintenance Agreement

Item	Price per hour (\$USD) During Licensor's Normal Working Days	Price per hour (\$USD) Outside Licensor's Normal Business Days
Technician	150	300
Engineer	250	500

Table A.1

The above pricing is exclusive of any applicable duties and taxes. Pre-approved travel are extra and will be reimbursed in accordance to the State of Texas Travel Management Plan.

Appendix B

B.1.0 Problem Resolution

B.1.1 Before reporting a problem to Licensor's Technical Support, Licensee shall have completed all of the following functions and procedures:

- Ascertain that the failure being experienced is with the Supported Software
- Record details of the failure (configuration details, log files, steps to reproduce successfully, etc).
- Ensure that the party contacting Licensor for Technical Support is the Licensee's Authorized Personnel

B.1.2 Licensor's Authorized Personnel shall initiate contact with Technical Support through the following available channels:

- Email:** support@sagem-interstar.com.
- Phone:** +1 (514) 631-1668.
- Fax:** +1 (514) 633-1439.
- A **pager** number will be provided separately based on the Technical Maintenance Agreement plan chosen by Licensee. Pagers shall be used outside Normal Business Days for problems classified as Emergencies (S1).

Licensor's Authorized Personnel shall have the following information on hand when contacting Technical Support:

- Technical Maintenance Agreement ID number
- Supported Software name and version.
- Licensee's company name.
- Name of Authorized Personnel contacting Technical Support
- Details and nature of the problem or query, along with recorded details

B.1.3 In providing Technical Support, Licensor shall provide assistance as follows:

- Answer questions on the use, application, configuration, and compatibility of the Supported Software
- Answer questions on the compatibility requirements, limitations and known problems of the Supported Software
- Perform diagnosis and troubleshooting of problems related to the Supported Software
- Attempt to reproduce problem being experienced by Licensee if required and possible.
- Provide access to Maintenance Releases and associated Documentation
- Problems that cannot be resolved directly by Licensor's Technical Support shall be escalated to Licensor's Engineering Department

B.1.4 Licensor's Engineering Department shall perform the following functions:

- Diagnose the problem.
- Provision a work-around or a correction for a defect in the Supported Software and Documentation.

B.2.0 Problem Priorities

- B.2.1 Licensee may request a specific priority classification for a problem, although Licensor may reclassify the problem if Licensor deems it appropriate. Problems shall be classified into one of the three (3) following categories for issues related to trouble reports: **Emergency, Major, and Minor**. A fourth category, Query or Question, is a request for information, which is not directly related to a service outage or problem. In the event that Licensee reports a problem that is determined by Licensor to be either outside of the documented functional specification of the Supported Software, or that the Supported Software is functioning in accordance with the product Documentation, Licensor reserves the right to request that the problem status be changed to a **'Feature Request'**.

Priority Definitions for reporting problems and requests for information to Licensor are as follows:

EMERGENCY (S1)

Emergency Problems are those that result in:

- A total system failure that results in the loss of all transaction processing capability.
- Significant reduction in capacity or traffic handling capability.
- Loss of access for maintenance or recovery operations.
- Total loss of a material feature or functionality that impacts the operation of the Supported Software.

MAJOR (S2)

Major problems are those that result in:

- Emergency problems in which there is an acceptable work around in place.
- Degradation in capacity or traffic handling capability.
- Any loss of functional visibility.
- Short system or subsystem outages, whose duration accumulates to greater than 30 minutes in any 24-hour period, or that continue to repeat during longer periods.
- Prevention of access for routine administrative activity.
- Significant degradation of a material feature or functionality that impacts the operation of the Supported Software.

MINOR (S3)

Minor problems are those that result in:

- Degradation of access for routine administrative capability.
- User interface problems for software management that do not affect service.
- Any other problems that do not result in the loss or degradation of a material feature or functionality.

A fourth class, Query or Question, is a request for information, which is not directly related to a service outage or problem.

QUESTIONS/INFORMATION/REQUESTS/FEATURE REQUESTS (S4)

- Requests for assistance in the usage of the Supported Software which is not specified in the supplied Documentation.
- Requests for Documentation pertaining to the Supported Software.
- Submission of Feature Requests.

B.3.0 Licensor Time Commitments

B.3.1 Call Response Time:

Call Response Time is defined as the elapsed time between the reporting of a problem by Licensee and the time Licensor's Technical Support specialist contacts Licensee. Licensor will use reasonable efforts to meet the Call Response Times specified below for each priority level. Response time is based on the Technical Maintenance Agreement plan chosen by Licensee.

Priority Level	Call Response Time Commitment	
	Standard Plan	Premium Plan
Emergency (S1)	Within two (2) hours during Normal Business Days	Within one (1) hour.
Major (S2)	Within four (4) hours during Normal Business Days	Within two (2) hours.
Minor (S3)	By the end of the next Normal Business Day	By the end of the next Normal Business Day
Questions / Information Requests (S4)	By the end of the next Normal Business day.	By the end of the next Normal Business Day

B.3.2 Acceptance Time:

Acceptance is defined as the elapsed time between the reporting of a problem by Licensee and the time a Licensor's Technical Support specialist accepts the problem as being valid and having proper supporting information (configuration details, log files, steps to reproduce successfully, etc). Licensor will use reasonable efforts to meet the Acceptance Times specified below for each Priority Level.

Priority Level	Acceptance Time Commitment	
	Standard Plan	Premium Plan
Emergency (S1)	Within two (2) Normal Business Days	Within Twenty-Four (24) hours
Major (S2)	Within three (3) Normal Business Days	Within two (2) Normal Business Days
Minor (S3)	Within five (5) Normal Business Days	Within five (3) Normal Business Days
Questions / Information Requests (S4)	Not Applicable.	Not Applicable.

B.3.3 Restore Time:

Restore Time is defined as the elapsed time between the acceptance of a Service Affecting problem by Licensor and the time Licensor provides an acceptable work around or returns the Supported Software to a level of operation that is acceptable to the Licensee. Licensor will use reasonable efforts to meet the Restore Times specified below for each Priority Level.

Priority Level	Restore Time Commitment	
	Standard Plan	Premium Plan
Emergency (S1)	Within two (2) Normal Business Days	Twenty-Four (24) hours
Major (S2)	Within five (5) Normal Business Days	Within three (3) Normal Business Days
Minor (S3)	Not Applicable.	Not Applicable.
Questions / Information Requests (S4)	Not Applicable.	Not Applicable.

B.3.4 Fix Time

This is a measure of the time required to fix a problem once being identified by Licensor. Licensor shall use reasonable commercial efforts to provide fixes for problems in accordance within the following times.

Priority Level	Fix Time Commitment	
	Standard Plan	Premium Plan
Emergency (S1)	One (1) month.	Two (2) weeks.
Major (S2)	Three (3) months.	One (1) month.
Minor (S3)	Six (6) months.	Six (6) months.
Questions / Information Requests (S4)	Not Applicable.	Not Applicable.

For purposes of determining response time commitments, requests received outside of Licensor's Normal Business Days are treated as if they were received on the next business day, unless Licensee is under the Premium Plan, in which case the response time starts immediately.

If Licensor is awaiting information from Licensee to assist in resolving the problem at any time, notices will be sent out every 3 days requesting this information. Should there be no

further contact from Licensee within 5 days, the problem will be considered resolved, and will be closed. Time spent by Licensor awaiting information from Licensor shall not be considered when determining response time commitments.

If Licensor is unable to meet any of the times specified above for Call Response, Acceptance, Restore and Fix, then Licensor and Licensee will agree on an action plan to resolve the problem.

Appendix C

C.1.0. Management Escalation Procedure

The purpose of any escalation procedure is to ensure that unresolved problems are brought to the appropriate levels of expertise and management for attention and action. This includes, but is not limited to, problems not resolved in the time frames as indicated in Appendix B, problems whose priorities cannot be agreed to, problems that turn into design change requests, undetermined problems, and sporadic problems. For the purposes of this process, escalation time frames to the various levels of management are determined by the requested prioritization of the problem. This escalation process is for post-sales support of Supported Software at Licensee site and is not intended for use during lab evaluation of beta or in field trial loads of Supported Software, nor is it intended for use where there is an acceptable proposal for service restoration.

After the Licensee reports the problem, it is the responsibility of the Licensor to begin the escalation process and to escalate unresolved problems in a timely and accurate manner.

It is also the intent of this escalation procedure to properly report escalated issues to non-service groups within the Licensor and Licensee organizations.

The Table C.1 below depicts the committed escalation goals as it relates to problem management for the Licensee. All hours indicated refer to hours during the Normal Business Days. For the purposes of Table C.1, **MANAGER(S)** shall mean the managing entity of that function, regardless of actual title of his or her position.

Priority Level	1 st Level Management Technical Support Department Manager	2 nd Level Management R&D Department Manager	3 rd Level Management Senior Executive Management
Emergency (S1)	4	8	16
Major (S2)	8	16	32
Minor (S3)	16	N/A	N/A
Questions / Information Requests (S4)	40	N/A	N/A

Table C.1 Problem Escalation Time Frames (Hours)

Appendix D

D.1.0 Licensor's Normal Business Days and Hours

Customers within the Eastern Standard Time Zone

Monday to Friday 8:30 a.m. to 5:00 p.m. EST, excluding Canadian holidays (as described in Table D.1)

Customers within the Central Standard Time Zone

Monday to Friday 8:30 a.m. to 5:00 p.m. CST, excluding Canadian holidays (as described in Table D.1)

Customers within the Mountain Standard Time Zone

Monday to Friday 8:30 a.m. to 5:00 p.m. MST, excluding Canadian holidays (as described in Table D.1)

Customers within the Pacific Standard Time Zone

Monday to Friday 8:30 a.m. to 5:00 p.m. PST, excluding Canadian holidays (as described in Table D.1)

Customers within other Time Zones

Monday to Friday 8:30 a.m. to 6:00 p.m. EST, excluding Canadian holidays (as described in Table D.1)

	2010
New Year's Day	Jan. 1
Good Friday	April 2
Easter Monday	April 5
Victoria Day (Monday preceding May 25)	May 24
St-Jean Baptist Day	June 24
Canada Day	July 1
Labor Day (First Monday of September)	Sept. 6
Thanksgiving Day (Second Monday of October)	Oct. 11
Christmas Eve	Dec. 23 from 12:00pm (EST)
Christmas Day	Dec. 24
Boxing Day	Dec. 27