



Exhibit A
“Maintenance, Support & Educational Services Schedule”
(M&S v05-Dec-2013)

1. Definitions.

“Relief Goal” shall mean the targeted result of effort to provide Customer with an error correction, which may be considered a “temporary fix”, which shall consist of sufficient programming or operating instructions to implement such error correction.

“Resolution Goal” shall mean the targeted result of effort to provide Customer with a “solution”, which shall resolve the issue, so long as Customer stays current with the applicable Functional Versions, upgrades and updates and has installed the newest or previous two (2) versions of the Software.

2. Support Levels & Resolution Goals.

2.1 Support Hours. Courion shall provide support to Customer twenty-four (24) hours a Calendar Day, seven (7) Calendar Days a week, and three hundred and sixty-five Calendar Days a year (24 x 7 x 365) for Severity 1 and Severity 2 issues. Courion shall provide support to Customer for Severity 3 and 4 issues from 8AM to 6PM EST, Monday through Friday. Customer can reach Courion Support by calling 1-866-COURION or 1-508-879-8400. In addition, Customer will have access to web-based support *via* Courion’s support portal site including its knowledgebase of frequently asked questions.

2.2 Support Services.

(a) Customer shall have access to all updates, version releases, upgrades, and enhancements to the licensed Software that are not designated by Courion as new products or modules for which it charges a separate fee;

(b) When Customer refers Software problems to Courion, Customer will be provided with a case number and a Severity Level as further indicated in Table 2-A “Impact Matrix”. Courion shall provide Customer caller a verbal status, disposition or resolution of the reported problem within two (2) hours of notification for Severity Level 1 issues.

(c) Support may be provided by Courion’s staff or other qualified partner personnel. This includes, but is not limited to: assistance in the diagnosis and resolution of Software problems and assistance in expediting priority replacement software required on an emergency basis; routine assistance in the support of the initial implementation of newly developed Software updates and upgrades to the Software.

Table 2-A “Impact Matrix”

<u>Severity Level</u>	<u>Impact</u>
1	A business-critical software component is inoperable. This only applies to standard product capabilities deployed in a production environment and indicates that the application is unusable, causing critical business impact.
2	A standard software component in the production environment is severely restricted in its use, causing significant business impact.
3	A non-critical software component is malfunctioning in the production environment causing moderate business impact.
4	A non-critical software component is malfunctioning in the production environment causing minimal business impact or a non-technical request is made.

Table 2-B “Response Matrix”

<u>Severity</u>	<u>Contact Goal(s)</u>	<u>Relief Goal(s)</u>	<u>Resolution Goal(s)</u>	<u>Contact Method(s)</u>
1	1 Hour	24 Hours	30 Calendar Days	Telephone only
2	2 Hours	5 Calendar Days	90 Calendar Days	Telephone only
3	3 Business Days	15 Calendar Days	Future Product Version	Telephone & Website Portal
4	3 Business Days	Not Applicable	Future Product Version	Telephone & Website Portal

3. Escalation Policy.

3.1 Contact. Customer has contacted Courion, as indicated in the Contact Method section of Table 2-B “Response Matrix” to begin diagnosing a problem. Support requests categorized as Severity 1 or 2 can only be initiated to Courion’s Customer Support via telephone.

3.2 Contact Escalation. In the event Customer has not been contacted by Courion regarding a Severity 1 or 2 support requests, then Customer problem shall be escalated within Courion’s management.

3.3 Customer Collaboration & Remote Access. Problem resolution generally requires collaboration between Courion and Customer staff in order that Courion be able to monitor, analyze, and modify Customer’s systems that are exhibiting the reported problem. If timely information is not provided to Courion by Customer, the Relief and Response Goals in Table 2-B “Response Matrix” shall not apply.

4. Maintenance Services. Maintenance Services do not include services connected with relocation or network reconfiguration or services resulting from: (a) neglect, gross neglect, misuse, and/or accidental damage to the Software; (b) modifications or repairs performed by any other party that is not authorized by Courion; (c) correction of defects arising from the failure of Customer to provide and maintain a suitable installation environment including but not limited to proper electrical power, air conditioning, or humidity control; (d) inadequate or improperly configured servers, networks, storage, and other underlying infrastructure supporting the execution of the Software; and/or (e) the support of the Software for purposes other than the purposes for which such Software was designed.

5. Product Extensions. Customer may provide Confidential Information to Courion for the purposes of Courion’s development of algorithms, policies, procedures, and/or other capabilities for use by or within the Software (“Data”). With respect to any such Data provided to Courion by the Customer, solicited or unsolicited, so

long as the Data is not revealed, nothing in the Agreement or in the parties’ dealings arising out of or related to the Agreement will restrict Courion’s right to derive, create, alter add-to or modify the Software by using the information and know-how gained from analyzing such Data. Nothing stated herein is intended to restrict Courion’s right to use, profit, distribute, disclose, publish, or otherwise exploit any such modifications, alterations or any other changes to the Software as a result of Courion’s use of such Data. It is specifically acknowledged and agreed between the Parties that that no compensation, whatsoever, is or shall be due to Customer for any Data or use thereof.

6. Feedback. Courion shall have no obligation to incorporate into the Software and/or Services any suggestions or ideas provided by Customer, directly or indirectly, related to the Software and/or Services (“Feedback”) and Discloser shall have no obligation to provide such Feedback. With respect to any Feedback provided to Courion by the Customer, solicited or unsolicited, nothing in the Agreement or in the parties’ dealings arising out of or related to the Agreement will restrict Courion’s right to use, profit, distribute, disclose, publish, or otherwise exploit any Feedback. It is specifically acknowledged and agreed between the Parties that no compensation, whatsoever, is or shall be due to Customer for any Feedback or use thereof.

7. Training & Educational Services. Attendance to any of Courion’s Education Services offerings is strictly limited to preregistered Customer designated named individual(s). Courion reserves the right to deny admittance to any individual that fails to (i) act in a professional and workmanlike manner; (ii) meet the technical skill or training prerequisites as set forth in the applicable Documentation; and/or (iii) properly register. Registrations are not transferable. All expenses incurred by such individual(s) for travel and lodging are the sole responsibility of Customer, regardless if the individual is admitted or denied admittance. Customer can only cancel or reschedule with at least fifteen (15) Calendar Day prior written notice. Customer acknowledges and agrees that all Fees are pre-paid and are required to be utilized within one (1) year of the Courion invoice date.

{Schedule End}