

VertiGIS North America (“VertiGIS NA”) offers expert assistance in the resolution of technical issues with VertiGIS Studio and Geocortex software products and ensures that you have access to the most up-to-date versions of your licensed software (the “Product(s)”). All maintenance services are provided in accordance with your license agreement(s) and applicable ordering document(s) between you and VERTIGIS NA related to your Product(s). Maintenance services do not include professional services, custom development, advanced configuration that would produce custom functionality (for example workflow configuration or report configuration)<sup>1</sup>, hardware support, equipment support, system back-ups, training, or other services.

## Maintenance Services

As part of Maintenance Services, VERTIGIS NA will provide you with the following:

1. SELF HELP. 24/7 access to web self-help, including user and product support articles and forums.
2. TECHNICAL SUPPORT. The following technical assistance services will be available to you:
  - Assistance configuring VERTIGIS NA software to function in accordance with VERTIGIS NA administrator and end-user documentation;
  - Advice, guidance, and problem-solving assistance related to the use of the core functionality of your Product(s) in accordance with VERTIGIS NA administrator and end-user documentation;
  - Analysis of unexpected issues or behaviors to determine if they can be resolved through configuration of the software or environment; and
  - Submission of reports related to software or system defects.

All other services outside the scope outlined above will be referred to the VERTIGIS NA Professional Services team and performed on a fee-for-service (paid) basis. Examples include:

- Development of reports and workflows;
- Product configuration tasks that are not addressed in VERTIGIS NA administrator and end-user documentation (e.g. integration with third-party systems or services, security consulting); and/or
- Installation and upgrade support.

Technical Support is available from VERTIGIS NA by a priority queue system during regular operating hours of 8:30 AM-5:00 PM (Pacific Time), Monday-Friday, excluding public holidays. VERTIGIS NA provides all technical support via the Internet (“Remote Support”). To receive Remote Support you will be requested to provide access to your system or computer, and it is within your discretion to determine the level of access granted to VERTIGIS NA for you to receive Remote Support, which you grant at your own risk. When logging an issue, it is required that you provide sufficient details for VERTIGIS NA to reproduce the problem. VERTIGIS NA experts are also qualified to assist you in the diagnosis of issues related to your IT environment or infrastructure; however, these services require a paid engagement outside the scope of Maintenance Services.

- Email Support. You may submit a request by emailing [vertigisstudio-support@vertigis.com](mailto:vertigisstudio-support@vertigis.com) or [geocortex-support@vertigis.com](mailto:geocortex-support@vertigis.com)
- Electronic Requests. You may submit a request electronically by visiting [community.vertigis.com](http://community.vertigis.com) and submitting a ticket 24 hours a day, 7 days a week. Requests received outside regular operating hours as listed above are processed on the next business day.

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<sup>1</sup> VertiGIS Studio and Geocortex products offer flexible configuration to modify behavior and functionality of applications. Maintenance services do include assistance with documented configuration settings and controls that may affect application behavior for existing documented features; however, this is excluding services toward the development of new functionality that would result from workflow configuration, report configuration, or print template configuration.

3. **PRODUCT UPDATES.** VERTIGIS NA will provide installable updates (“Updates”) that may be required to correct errors, fix bugs or otherwise make the Product(s) materially conform to their applicable product documentation. Updates may include fixes or minor changes to Product(s) and may include additional functionality. Updates may include changes to product documentation to reflect changes included in the applicable Updates.

**NOTIFICATION.** When an Update is made available to customers, a posting is made in the Announcements section of the community.vertigis.com website. This section may also be used to advise customers of security issues that require customer action, along with further steps to mitigate any discovered vulnerabilities.

**ELIGIBILITY.** You are entitled to receive Maintenance Services for your Product(s) under the following conditions:

- Your Product(s) subscription(s) or maintenance term(s) are paid up and current. Product subscriptions include Maintenance Services;
- Your Product(s) have not been modified or altered in ways that are unintended or unexpected (i.e., beyond configuration settings or extensibility interfaces that are published in the Product(s) documentation materials). If such modification was performed by VERTIGIS NA at your request, additional fees may apply for Maintenance Services on modified Product(s); and
- Your use of the Product(s) is in accordance with your license agreement and product documentation, and in the manner reasonably intended by the Product(s). Maintenance Services will not be provided to installations of the Product(s) in environments that do not meet the documented minimum specifications.

**RECOMMENDATIONS.** While VERTIGIS NA will make every effort to accommodate your environment and specific needs, we recommend the following:

- You have implemented the most current update available for your Product(s);
- You have performed routine and preventative maintenance on your systems, including disaster recovery backups, operating system updates, implementing anti-virus protection, and applied software patches and updates; and
- Data updates and changes that may influence performance of the Product(s) are understood and documented, such that any impacts may be assessed in a timely manner.

**ADDITIONAL SERVICES.** Included Maintenance Services are limited to the services specifically set forth in this Policy. In its discretion, VertiGIS NA may provide additional services not otherwise covered under this Policy or specifically excluded pursuant to this Policy, subject to the terms of a mutually executed statement of work.,

**TERM.** Maintenance Services are billed and provided in 12-month periods, which begin on the effective date of your license agreement and will automatically renew for each subsequent 12-month period unless you provide written notice of your intent to terminate Maintenance Services 60 days prior to the end of the current term. Maintenance Services are non-terminable during the term unless otherwise permitted in the license agreement. VertiGIS NA reserves the right to apply an annual CPI increase to Maintenance Services.

**DISCLAIMER:**

The disclaimers and limitations of liability included in VERTIGIS NA’s licensing terms and conditions (L204) shall apply to the provision of maintenance and technical support services by VERTIGIS NA or an authorized distributor. Any terms and conditions in your purchase order are void and of no effect.

**NOTE REGARDING PURCHASE ORDERS:**

**Other than non-conflicting deliverables descriptions, quantities, pricing and delivery instructions, any terms contained in your purchase order are void and of no effect.**

**No such terms shall apply or override the terms of this Maintenance & Support Policy document irrespective of the date of issuance of the purchase order or any performance or action by us, unless we expressly agree in writing.**