

FASTER Software Upgrades & Support Agreement:

CCG Systems, Inc., dba *FASTER* Asset Solutions, hereinafter referred to as "*FASTER*," agrees to grant to _____, hereinafter referred to as "Customer," and Customer agrees to accept from *FASTER* the following terms and conditions as detailed herein (the "Agreement"). This agreement shall be considered an addendum and replaces any and all Maintenance, Upgrade & Support terms in RFO 6100002323, FIRE – FASTER FLEET ANNUAL SUPPORT, for the term specified below.

1. Term: Please see the last section of this agreement (Term) for the relevant term for your situation.
2. Scope: Software Upgrades & Support will consist of: (i). Upgrades to the Commercial Off the Shelf (COTS) software and Custom software listed in Section III; (ii). Correction of defects to keep the software in conformance with the applicable user documentation as noted in Section IV; and (iii). Telephone support listed in Section V.

Support will not include: (i) set-up, installation, or configuration of hardware and software required for the Customer to access the *FASTER* software unless a separate hosting or Software as a Service (SaaS) addendum is included in this Agreement.

To the extent Customer used a previous version of the software or a legacy *FASTER* product and maintains that version or legacy *FASTER* product, this Agreement does not extend Software Upgrades & Support to that previous version or a legacy *FASTER* product unless specifically stated. Software Upgrades and Support for a previous software version or legacy *FASTER* product will require a separate Software Upgrade & Support Agreement at an additional cost.

3. Representative. Customer will identify both a Representative and an alternate to be designated as *FASTER*'s contact(s) for communicating with *FASTER* concerning Support, making other requests, or providing notice under this Agreement. Customer may change the Representative upon notice to *FASTER* (other members of Customer's Team may place support calls to *FASTER* Support).
4. Software Upgrades:
 - a. All software from *FASTER* requires that the Software Upgrade & Support Agreement be renewed annually by Customer. After the first year, Software Upgrade & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrade & Support provides the following upgrade benefits:
 - i. Upgrades for the Core COTS Product: Each new version release of the specific "Core COTS Product," which are included under this Agreement, are provided at no added cost to Customer. As long as Software Upgrade & Support is maintained, Customer is entitled to new version releases of the *FASTER* product included under this Agreement.

- ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of the Core COTS Product as long as Customer continues to renew Software Upgrade & Support. And as long as Customer remains current on Software Upgrade and Support, the Customer may license additional add-ons.
- 5. Software Defects: Software Upgrades & Support covers issues or problems that are the result of a verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation includes the User Manuals for the COTS products and the detailed Requirements Document for which Customer signed-off for any customization.
- 6. *FASTER* Software Support Coverage: Customer will have access to *FASTER*'s Technical Software Support Personnel ("Software Support") during Normal Business Hours. For the purposes of this Agreement, Normal Business Hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). Communications with Technical Support may be via telephone or e-mail. In addition to the support obligations listed above, *FASTER* provides emergency phone support twenty (24) hours a day, seven (7) days a week outside of Normal Business Hours by having Support staff members on-call for phone support for issues defined below under "Emergency *FASTER* Support."
- 7. Emergency *FASTER* Support is available when: A. The system is frozen; B. The system has crashed and will not recover; or C. Customer cannot process work in the system.
- 8. IT Support & Consulting Not Provided: Unless Customer contracted *FASTER* to provide hosting, *FASTER* Support does not include IT tasks such as hardware upgrades or changes; server operating system or relational database management system installs, patches or upgrades; backup and restore or disaster recovery; virtual machine management; server and database cluster tasks, etc. (if *FASTER* is providing hosting, a separate schedule will address hosting and hosting support).
- 9. Other Limitations on Support: *FASTER* will provide trouble shooting and advice related to mistakes Customer's employees may make (data deletion, data input error, administrative or user errors, etc.). As a courtesy, *FASTER*'s Support Staff accepts such calls and is willing to assist Customer in attempting to resolve such issues that are outside the scope of support outlined in this Agreement. As such, while *FASTER* staff often is able to add value in root cause analysis and trouble shooting of issues that are outside of *FASTER*'s responsibilities, there may be occasions when *FASTER* must discontinue support efforts on issues that are outside of *FASTER*'s responsibilities to be attentive to other customers' support issues.
- 10. Training: Support does not include training. Live-remote training via a web-based medium such as GoToMeeting can be provided for an additional cost. *FASTER* also offers Regional Training for an added cost in geographic areas where there are concentrations of customers.
- 11. Customer's Responsibilities:
 - a. Customer's Representative must be qualified and authorized to communicate all necessary information, must have administrative access to the *FASTER* application, must

have access to the database and hardware resources to be able to perform diagnostic testing and be available for follow-up, if required. *FASTER* does accept calls from Customer Staff who do not meet the above requirements. However, resolution of some issues may require a Customer Staff member who meets the above criteria be available.

- b. Customer accepts sole responsibility for any compatibility problems between the Services and any other application software or non-current software programs not maintained or supported by *FASTER*.

12. Submitting a Request: Customer should be prepared to provide the following:

- a. Telephone number and alternate method of contact (i.e. email address);
- b. A description of Customer's problem or question;
- c. Provide screen capture/s or video/s of the issue;
- d. The circumstances under which the problem does or does not occur;
- e. Specific error messages, error numbers, log files and program numbers; and
- f. For customers who host *FASTER* on their internal IT infrastructure, additional information may be needed such as: Version of the *FASTER* Software in use, client or server operating systems versions, Hardware specifications, etc.

13. *FASTER* will follow the below process to assist Customer with resolution of issues:

- a. During Normal Business Hours, *FASTER*'s answering of phone calls is as follows: 95% by the third ring, 99% by the fifth ring.
- b. There is an exception to the above during *FASTER* Support Team training, which will occur no more than twice a month and for no more than 90-minutes each. During these training sessions, the response time may drop to 90% of calls answered by the fifth ring.
- c. *FASTER*'s response to email support requests during Normal Business Hours is: 95% within three hours and 99% within one business day.
- d. Once contact with a *FASTER* Support Team Member is established via phone or email, a case will be created for tracking purposes and the supplied information will be documented such that a Customer may request a case number for tracking purposes.
- e. In order to resolve the issues on Customer's first call, *FASTER*'s Support is structured to: answer Customer's questions and identify logs, tests or error information the Customer needs to acquire and submit in order to trouble shoot the issue during that first phone call.
- f. If the issue cannot be resolved in one phone call, the Support Team Member who took the call will diligently strive for timely resolution. If the Support Team Member cannot timely resolve this issue, he/she will engage with his/her supervisor to assign the case to the appropriate staff member for either resolution or escalation of the case to the Development Team.

14. All other terms and conditions of RFO 6100002323 are unaffected by this Agreement.

Term:

For a new customers: The term is dictated by the Statement of Work & Pricing Document.

For customers migrating to FASTER Web: The term and cost is dictated by the Statement of Work & Pricing Document.

For customers renewing annual Software Upgrades & Support for their current FASTER product: The term of this Agreement shall be for one year from the day after the expiration of the previous year's Software Upgrades & Support Agreement. The renewal will include a 3% (three percent) cost increase from the previous year's Software Upgrades & Support Agreement.

A lapse in Software Upgrades & Support is defined as non-payment for 60-days after the expiration of the previous year's annual Software Upgrades & Support Agreement. Should the Customer lapse in its continuity Software Upgrades & Support by non-payment of more than 60-days, renewal of annual Software Upgrades & Support will be at FASTER's discretion and may require a penalty payment and a price that is based on current retail cost.

Customer may opt to terminate Software Upgrades & Support at the later of the end of any one-year term or the term identified in the Statement of Work & Pricing.

Customer may renew Software Upgrades & Support by paying for the next year's annual Software Upgrades & Support with a 3% (three percent) increase within 60-days after the end of the previous support period.

A customer may, at any time, license other FASTER software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. That fee is determined by FASTER pro-rating the months remaining on the current year's Software Upgrades & Support. And the following year's Software Upgrades & Support will include an increase reflecting that licensing and the commensurate 3% (three percent) increase.

AGREED TO:

City of San Antonio

CCG Systems, Inc. DBA FASTER Asset Solutions:

By: _____

By:  _____

Title: _____

Title: CEO _____

Date: _____

Date: 4/12/16