



Program Support Schedule (PSS)

Part 4 GoSignMeUp Program Support Schedule:

The Support Services listed below are licensed under the following terms and conditions in addition to those of the Master Software License Agreement (MSLA) Terms and Conditions.

- 1. Hours of Support Availability.** Payment of the standard Support Fees entitles You to Support during the Principal Period of Support (“PPS”). The PPS is an **8 hour** contiguous daily time period between the hours of **8:00 AM** and **5:00 PM**, Pacific Time (PST), Monday through Friday; excluding GSMU’s published holidays or holidays as observed locally by GSMU. All Support subsequently added will have the same PPS. You may request, in writing, special extended coverage options. Extended coverage options, excluding GSMU holidays, are subject to GSMU’s approval and the prevailing terms, conditions and prices for service at that time. Extended hours entitlement does not extend Your PPS; extended hours entitlement extends to Your ability to place problem calls to GSMU’s Client Response Center (“CRC”) during the extended hours of coverage period and receive the same priority remote response for critical issues as during PPS.
- 2. Scope of Support.** Resolution of problems You encounter may, at GSMU’s option, consist of: (A) Support provided through telephone or computer networks; (B) correction of any defect in the Program that materially and adversely affects the use of the Program as described in Documentation; and (C) delivery of Program defect corrections or other changes limited to the current or immediate prior Program release. You also have the right to receive unspecified upgrades, updates and enhancements on an “if and when available” basis. GSMU will support licensed Program(s) located on Your development or production Systems. GSMU will use commercially reasonable efforts to respond to Your calls according to the priority level of the call. GSMU will ensure Your call is resolved within a commercially reasonable period.
- 3. Support Limitations.** GSMU Support is limited to correcting defects of GSMU Programs. Support is contingent upon the use of an unmodified Program operated in accordance with GSMU’s Documentation. Support specifically excludes the following: (A) Support to a version of the Program other than the current or immediate prior release; (B) efforts to restore a release of the Program beyond the current or immediate prior release; (C) efforts to restore Your data beyond the most recent back-up; (D) operating systems and data bases; (E) Program defects which GSMU cannot reproduce; or (F) custom applications or application templates written by a third party other than GSMU or changed since implemented by GSMU.
- 4. End of Support Life.** GSMU may announce the End of Support Life (“EOSL”) for a Program or module within a Program. GSMU will notify You in writing or by electronic mail or posting on a GSMU website, at GSMU’s discretion, a minimum of **180 days** prior to the EOSL. After the EOSL, telephone and or web-based support limited to current available fixes will be available on a commercially reasonable efforts basis at prevailing rates.
- 5. Your Responsibilities.** You must meet the following responsibilities: (A) maintain and install any common carrier equipment or communication service related to the operation of the Program; (B) pay all charges incurred for communication services at Your facilities (whether incurred by You or by GSMU Support representatives while performing Support); (C) perform Program back-ups in accordance with Documentation; (D) notify GSMU of any Program failure and allow GSMU reasonable access to the Program for performing Support; (E) provide GSMU with modem or network access to perform remote Support; and (F) Your designated system administrator or authorized contact (trained on the products, in accordance with GSMU’s Documentation) must place all calls to GSMU for Support. ‘
- 6. Program Modification.** GSMU will not be responsible to You for loss of use of Program or data or for any other liabilities arising from alterations, additions, adjustments or repairs that are made to the Program by other than GSMU’s authorized representatives. GSMU reserves the right to terminate Support upon written notice to You if any alteration, addition, adjustment or repair adversely affects GSMU’s ability to render Support to the Program.



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7. Support Term

- A. Initial Support Term: The initial term of Support will begin on the date of GSMU accepts Your Order for the Program and ends **12 months** later. You must pay in advance for the initial one year of Support, with payment due upon invoice.
- B. Additional Support Terms. After the initial Support term, GSMU will send You an invoice for the next Support term. Prior to the expiration of Your current Support term, You may renew Support by written authorization confirming the renewal invoice and payment of the new Support Fees (e.g., order form, purchase order).
- C. Program Add-ons. The Commencement Date for Support of Program License added-on to existing Program Licenses for the same Program will be the date GSMU accepts Your Order for the Program. This Support term will be coterminous with the term of Support for the existing Program.
- D. Support Reinstatement. If You choose not to obtain Support at the time of Program License purchase or to reinstate Support where it has lapsed, You must obtain Support at a Support Fee equal to the total of all Support Fees that You would have paid during the lapsed interval from the date of Support termination or the date of acquiring the Program License, whichever is less. The Support term in such an instance begins on the date that GSMU accepts Your Support Order and ends **12 months** later. If the Support lapse interval is more than **12 months**, the Support reinstatement will be subject to an additional one-time License Fee.

8. Support Fees

- A. Fee Modification. After the initial term of Support and upon 30 days written notice, GSMU may change its Support Fees then in effect. If the Support Fees are increased, You may terminate Support as of the effective date of the increase, upon 15 days written notice to GSMU. If You do not terminate Support as stipulated, the new Support Fees become effective on the date specified in the notice.
- B. Invoices. Support Fees will be invoiced annually in advance, and any one-time fee will be invoiced as incurred. Partial invoicing will be prorated on the basis of a 30-day month. You must pay all invoices in full upon receipt of the invoice regardless of whether You utilize Support every month during the Support term.
- C. Default. You will be in default if undisputed Support Fees have not been paid within **30 days** of receipt of an invoice or if You fail to perform any of its Support-related obligations. Your default will constitute sufficient cause for GSMU to suspend or terminate Support under your SLS Agreement.

9. Supplemental Support

- A. Movement of Programs. Programs moved to a location outside of the original delivery country may continue to be supported at the option of GSMU subject to the prevailing terms, conditions and prices of the country to which it is moved. Furthermore, GSMU has the right to alter the type of Support provided for the relocated Program. You must give GSMU at least **30 days** written notice specifying the new location prior to any movement. Reinstallation must occur within **30 days** of de-installation or a pre-contract inspection may be required and billed at rates in effect at the time of reinstallation. You may be required to sign a new, separate Support Agreement.
- B. Other Support. If You desire to obtain additional or extended support (for example, extended coverage), You may request such other support. If GSMU is willing to provide such additional or extended support, it will require receipt of a valid purchase order or appropriate payment and may require that a PSS be executed by the parties. If performed, these services will be charged to You at current prices and terms in effect at the time service is rendered.



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10. Termination.

- A. Termination by GSMU for Material Breach. GSMU has the right to terminate Your Program License if You fail to pay all required License Fees or otherwise fail to materially comply with terms of the Agreements. Termination of a Program License automatically terminates the corresponding Support for the Program License.
- B. General Termination. Except as otherwise stated herein, neither party may terminate Support during the initial term. After the initial term, either party may terminate Support without cause upon 60 days advance written notice to the other. If Support is terminated by GSMU during a Support term, GSMU will refund a prorated amount of any prepaid Support Fees applicable to the unexpired period of the current Support term.
- C. Handling of Programs at Termination. Upon termination of a Program License, You must immediately return or destroy the Program and all portions and copies of it as directed by GSMU. If requested by GSMU, You must certify in writing, within **10 days** of the request that it has fully complied with this obligation.

11. General.

- A. Nothing in this Agreement affects any statutory rights of customers that cannot be waived or limited by contract. The waiver, amendment, or modification of any right, power, remedy, or term of this Agreement will not be effective unless in writing and signed by both parties' authorized representatives. Furthermore, this Agreements general terms may not be amended by the terms of Your purchase order, or GSMU's acknowledgment of same, even if the purchase order has been signed by both parties.
- B. This Agreement will not create any right or cause of action for any third party, nor will GSMU be responsible for any third party claims against You, except, as permitted by Section above, for bodily injury (including death) or damage to real or tangible personal property for which GSMU is legally liable.
- C. Neither of us is responsible for failure to fulfill any obligations due to cause beyond our control.
- D. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision. This Agreement and its included supporting documents constitutes the entire agreement between the parties regarding the specific subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals (whether oral or written) between GSMU and You.