

APPENDIX E TO DIR CONTRACT NO. DIR-SDD-2505 MAINTENANCE AND SUPPORT SERVICES AGREEMENT

This Appendix E to DIR Contract No. DIR-SDD-2505, Maintenance and Support Services Agreement ("Agreement" or "SSA") is between Column Technologies, Inc. (Column) and Customer and is effective as of the effective date ("Effective Date") of DIR Contract No. DIR-SDD-2505. DIR Contract No. DIR-SDD-2505 and this Agreement describe the terms and conditions under which Column Technologies, Inc. (Column) will perform Maintenance and Support Services and provide certain Deliverables for Customer as described herein.

This SSA is in effect for the products referenced in Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2505 and may be used in conjunction with a Support Plan(s) listed herein.

1. DEFINITIONS

1.1 "Criteria for Escalation" shall mean the criteria used by Column to address any technical support request that cannot be answered by a Column technical support engineer. The current Escalation Matrix is attached as Exhibit 1.

1.2 "Documentation" shall mean any user manuals, release notes, installation notes, or other materials in any form provided by Column in conjunction with the Software.

1.3 "Error" means a problem that causes the Software to not perform in accordance with the specifications set forth in Column's Documentation.

1.4 "Software" shall mean the Software in object code form, together with the Documentation, provided by the manufacturer under Appendix D, Software License Agreement, to DIR Contract No. DIR-SDD-2505.

1.5 "Release" shall mean any update, enhancement, or code corrections to the Software which is substantially similar to and is marketed under the same product number and nomenclature. A Release is designated by a number to the right of the first or second decimal point (such as Vx.1 or Vx.2 or Vx.2.2).

1.6 "Software Maintenance" shall mean the issuance of new Releases and/or Versions of the Software on an as-needed basis (determined solely by Column) in order to make code corrections or to add functional enhancements.

1.7 "Software Support" shall mean responding to technical questions regarding the Software via telephone, facsimile, electronic mail or the World Wide Web.

1.8 "Version" shall mean a specific edition of the Software and is designated by a number located on the left of the decimal point (such as V1.x or V2.x). Each new Version of the Software contains significant functionality changes and/or improvements.

2. SUPPORT PLANS AVAILABLE

2.1 Column provides two (2) different Customer Support plans. Each plan ensures that customers receive prompt and effective resolution of problems or questions that prevent them from making effective use of their Software. Customer Support requests submitted pursuant to the Customer Support plans identified below and as on the Quote will be subject to Column's Criteria for Escalation and the response times listed on Exhibit 1.

Column Fast-Track Support Plan. Column Fast-Track Support Plan emphasizes responsiveness and allows for web, e-mail, and telephone submission of service requests. It is available 12 local business hours per day, each day of the five-day workweek, excluding published Federal holidays.

Column Continuous Support Plan. Column Continuous Support Plan provides the most comprehensive support option 24 hours a day, 7 days a week (including published Federal and State of Texas holidays) for Critical production issues only. Column will respond within 1-hour on all issues submitted by Customer.

2.2 Response Times.

Customer Support Offering	Hours of Operation	Initial Response Goals	Available with the Purchase of:
Column Fast-Track Support	Local Business Hours 12 hours x 5 days (Excludes published holidays)	Critical = 1 Business Hour High = 2 Business Hours Medium = 4 Business Hours Low = 6 Business Hours	+ Service Management products
Column Continuous Support	Continuous Hours for Critical Production Issues 24 hours x 7 days (Includes published holidays)	Critical = 1 Hour High = 1 Business Hours Medium = 1 Business Hours Low = 1 Business Hours	+ Service management products + System Management products***

3. COLUMN RESPONSIBILITIES

3.1 Column shall provide Customer Support in accordance with the support plan selected by the Customer. Once an Error is reported to Column, Column shall be responsible for investigating such Error in the Software pursuant to the Criteria for Escalation as established in the support plan selected by the Customer.

3.2 Provided that payment is current in accordance for Support Services due Column under this, Column shall provide Software Maintenance to Customer which includes providing Customer with the most recent Releases and Versions of the Software. Occasionally, new releases of operating systems and/or third party products may require architectural changes to the Software to ensure compatibility. Column will attempt to remedy the Software at no cost to secure compatibility with these changes. In the event that a remedy is not feasible, Column will provide a technical non-compatibility written analysis report to Customer.

3.3 Column shall deliver the level of support as set forth in the various Customer Support Plans described in Exhibit 1. Column reserves the right to change its Customer Support Plans at the end of any annual renewal term by providing Customer with notice at least sixty (60) days prior to the anniversary of this SSA that the Support Plan will be changing.

3.4 Column shall have no obligation to support; (i) Altered or Customer/Third Party-modified Software, (ii) Altered or Customer/Third Party-modified Documentation, (iii), Derivative works, (iv) Any combination of the supported Software with other software not covered by this SSA, (v) Errors created through Customer's negligence, abuse or misapplication of the Software or used for purposes other than those specified in the Documentation, (vi) Software Errors resulting from a hardware malfunction or Customer's failure to backup data, (vii) Software used on non-qualified computer systems or hardware, and (viii) Customer questions concerning the adaptation or modification of the supported Software

4. CUSTOMER RESPONSIBILITIES

4.1 Customer shall appoint at least one technical representative who will be fully trained, at Customers expense, and qualified to maintain the integrity of the Software on Customer's system. The technical representative shall at least have a general understanding of Customer's platform and the system. Both parties shall determine how many technical representatives should be appointed based on such factors as the number and complexity of the applications being run and the size of the system being supported. The technical representative(s) shall make all technical communications by Customer to Column. All information and materials provided by Column pursuant to this SSA shall be routed to the technical representative(s) and shall be protected as confidential information.

4.2 Customer shall read, comprehend, and follow operating instructions and procedures specified in the Documentation.

4.3 Customer shall notify Column if problems or Errors with the Software are encountered. Customer shall provide descriptions of the Error to Column and shall answer questions and assist Column's efforts to duplicate any

Software Errors or problems. Subject to Customer's security requirements, Customer may provide Column with access to and use of information and system facilities determined necessary by Column to provide timely Customer Support.

4.4 Customer shall provide remedial corrective action, if necessary, under the direction of Column's support personnel in accordance with Customer security requirements.

5. TERM

5.1 Unless terminated earlier as provided herein, this SSA is for the length of time noted on the most recent Quote.

5.2 This SSA will not be automatically renewed. DIR Contract No. DIR-SDD-2505 term is for an initial term and three (3) one (1) year renewal options which may be exercised by Vendor's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term. Customer agrees to provide at least thirty (30) days written notice prior to the anniversary date that the SSA is not being renewed. Column has the right not to renew this SSA with respect to such Software by providing written notice of such election to Customer at least sixty (60) days prior to the expiration of the then current annual term. Column will provide a quote identifying the applicable fee to renew this SSA for a successive annual term at least thirty (30) days prior to the anniversary date of this SSA.

6. PAYMENT TERMS

6.1 Payments will be in accordance with Appendix A, Section 7.C of DIR Contract No. DIR-SDD-2505.

7. CONFIDENTIALITY

7.1 Both parties understand and acknowledge that Confidential Information is subject to Customer's rights and obligations under public information laws and legal processes therefore, the parties agree as follows: that by reason of their relationship with each other, they will have access to certain information and materials concerning the other party's business, plans, customers, technology, and products that are confidential and of substantial value, which value would be impaired if such information were disclosed to third parties. Both parties agree that they shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the other party other than to fulfill its express obligations under this SSA. Each party will take every reasonable precaution to protect the confidentiality of such information.

7.2 All customer lists, potential customer lists, marketing and financial information, business plans, and technical information, whether written or verbal, shall be deemed confidential information.

7.3 Software and all code, inventions and algorithms, obtained from Column shall be deemed confidential information.

8 TERMINATION

8.1 Termination shall be handled in accordance with Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2505.

9 LIMITED LIABILITY

9.1 Liability shall be handled in accordance with Appendix A, Section 9.K of DIR Contract No. DIR-SDD-2505.

10 ASSIGNMENT

10.1 Assignment shall be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-SDD-2505.

11 GENERAL

11.1 Headings. Headings and captions are for convenience only and are not to be used in the interpretation of this SSA.

11.2 No Waiver. Failure by either party to enforce any provision of this SSA will not be deemed as a waiver of future enforcement of that or any other provision.

11.3 Severability. If any provision or portion of this Agreement shall be held by a court having jurisdiction in the State of Texas to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. Nothing herein shall be construed to waive the sovereign immunity of the state of Texas.

11.4 Export Laws. Customer agrees not to import, export, re-export, or transfer, directly or indirectly, any part of the product or any underlying information or technology except in full compliance with all United States, foreign and other applicable laws and regulations

11.5 In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2505, the Terms of DIR Contract No. DIR-SDD-2505 will take precedence.

EXHIBIT 1
TO APPENDIX E TO DIR CONTRACT NO. DIR-SDD-2505

ESCALATION MATRIX

Escalation Severity Chart

Below is a chart that describes our basic definitions and policies for each level of escalated issue:

Severity Level	Definition of Business Impact	Customer Action Required	Column Action Required
Critical	<i>Impacts production environments only.</i> The application is mission critical and the situation is an emergency for the Customer. The loss of service must be complete.	Provide Column with a contact either on-site, via telephone, or by pager during the entire time the problem is being resolved. The customer must be able to act immediately on any request Column makes to gather data, test, and apply all fixes to their environment.	Column schedules critical issues as highest priority, requiring immediate attention, and promptly commits the necessary resources to identify and resolve the problem. The goal is to restore acceptable production functionality as fast as possible.
High	Impacts the production environment or initial deployment in which the application is mission critical to the business.	Provide Column with a contact during the entire period the problem is being handled. The customer must respond to Column requests within one business day and agree to do whatever is required to gather data, test, and apply all fixes to their environment	High issues are scheduled below Critical issues, but the problems are worked on a high priority basis during Column's normal business hours.
Medium	Impacts non-mission critical applications, the development environment, or a secondary, non-mission critical production environment.	Provide Column with a contact that can answer questions, if needed.	Column will respond to issues and when technically feasible, the manufacturer may provide a patch for the issue prior to the next maintenance release. (Such patches will be made by the manufacturer at their sole discretion on a case-by-case basis.) The manufacturer will also prioritize the error correction for the next maintenance release.
Low	The problem is an inconvenience that results in a minor loss of service, if any, and requires a minor workaround to restore functionality.	Provide Column with a contact that can answer questions, if needed.	Column will respond to the issues and may resolve the issue in a future release.