

**APPENDIX D of DIR Contract No. DIR-TSO-2593**

**MAINTENANCE AGREEMENT**



TradeMark Media (TMM) will provide ongoing Maintenance Service and Support to CUSTOMER at no charge for the deliverables specifically described within this Maintenance Agreement and for Services listed in Appendix C, Pricing Index of DIR Contract number DIR-TSO-2593. The Maintenance Services will commence at the time of project launch upon the Acceptance of the Deliverable in writing by CUSTOMER and will continue for one year.

The Maintenance Services provided will include:

- Hosting services for website, DNS, Email, Content Management System, databases and applications (as detailed below under “Hosting Services”)
- Technical support
- Bug reporting and problem resolution
- Software maintenance which includes minor updates, patch installation, configuration changes, etc.
- Browser compatibility upkeep including minor modifications to website as new major browser versions are released
- User Training and back office technical user training: Up to one (1) onsite or remote (at the sole discretion of TMM) training session per quarter for up to 10 users.
- SSL Security Certificate renewals at no cost
- Domain name renewals at no cost

**Response Time for Technical Support**

Response time is defined as: number of business hours or days to open a ticket and begin troubleshooting. If Level 1 or Level 2 issue, TMM will estimate the amount of time to make the repair/correction and TMM will persevere to make the repair/correction in a timely manner that will minimize the impact of service interruption. If any delay is caused due to third-party hardware or software that is beyond the control of TMM, the Customer and TMM will agree on a timeframe for TMM to update and report a status to the Customer and advise them of an updated schedule for the ticket closure.

<b>Nature of Issue</b>	<b>Guaranteed Response Time</b>
Level 1 Critical Item (services cause website to be inoperable (down))	One (1) business hour
Level 2 Critical Item (services are not Down but affects Customer ability to serve their customers)	Two (2) business hours
Bugs or customer change requests or other customer initiated changes that do not interfere with production environment	Five (5) business days

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For Level 1 and Level 2 Critical Items, where the Issue is caused by TMM design, coding or TMM provided Services, TMM will provide the following Remedies with **\*\* Exception:**

Nature of Issue	TMM-provided Remedy
After CUSTOMER Acceptance and Project Launch, Level 1 Issue where production or service is affected for more than 1 business hour after the issue is reported.	TMM will provide a customer credit equal to one hour of service for every hour that the issue remains unresolved.
After CUSTOMER Acceptance and Project Launch, Level 2 Issue where production or service is affected for more than 2 business hours after the issue is reported.	TMM will provide a customer credit equal to 0.5 hours of service for every hour that the issue remains unresolved.

**\*\* Exception:** For third-party hardware or software fixes that are escalated to 1) a manufacturer authorized distributor, 2) a manufacturer authorized repair facility, 3) manufacturer or Customer, and therefore are not in the control of TMM, the Customer will not be credited for the time that the third-party controlled the remediation of the issue. The Customer may request a copy of the repair ticket from the third-party showing the time that a ticket was opened and closed between TMM and the third-party. Once the third party ticket is closed, credit begins accumulating again between TMM and the Customer. If a third-party ticket is requested and not available, credits will not be waived.

Support and Maintenance Services are provided Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time, excluding Federal holidays.

### SCOPE OF SERVICES

#### Hosting Services

The following Services are listed in Appendix C, Pricing Index to DIR Contract Number DIR-TSO-2593. The details of the hosting packages are as follows:

Standard Business Package	Advanced Business Package	Ultimate Business Package
<ul style="list-style-type: none"><li>• 1 gigabyte of server space</li><li>• 10 gigabytes of data transfer per month</li><li>• Daily backups with two week retention</li><li>• 25 email addresses with 100 megabytes of storage each</li></ul>	<ul style="list-style-type: none"><li>• 10 gigabytes of server space</li><li>• 100 gigabytes of data transfer per month</li><li>• Daily backups with two week retention</li><li>• 50 email addresses with 1 gigabyte of storage each</li><li>• Parallels Hosting Control Panel</li></ul>	<ul style="list-style-type: none"><li>• 50 gigabytes of server space</li><li>• 500 gigabytes of data transfer per month</li><li>• Daily backups with two week retention</li><li>• 50 email addresses with 1 gigabyte of storage each</li><li>• Parallels Hosting Control Panel</li></ul>

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- Parallels Hosting Control Panel
- FTP/SFTP access
- SSH/Shell access (limited commands)
- 10 MySQL databases
- PHP MyAdmin
- FTP/SFTP access
- SSH/Shell access (limited commands)
- 10 MySQL databases
- PHP MyAdmin

If more hosting resources are required, additional hosting charges may apply in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2593.

#### **Use Policy for Hosting Services**

If CUSTOMER enters into a hosting arrangement with TradeMark Media, CUSTOMER agrees to the following Acceptable Use Policy (AUP). CUSTOMER's hosting services may be suspended or terminated for violation of this AUP. CUSTOMER may not use TradeMark Media's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior.

- CUSTOMER may not use TradeMark Media's outgoing email service to send bulk email. No more than 250 recipients may be addressed in a single outgoing email message. Breaking up a larger recipient list into smaller groups in order to bypass this limit is a violation of this AUP.
- CUSTOMER must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial email.
- CUSTOMER may not use TradeMark Media's outgoing email service to send email or any other communications to a person who has indicated that they do not wish to receive it. If the communication is bulk mail, then CUSTOMER will not be in violation of this section if CUSTOMER complies with a removal request within 48 hours of receiving it.
- CUSTOMER may not attempt to probe, scan, penetrate or test the vulnerability of a TradeMark Media system or network, or to breach TradeMark Media's security or authentication measures, whether by passive or intrusive techniques, without TradeMark Media's express written consent.
- CUSTOMER may not publish, transmit or store on or via TradeMark Media's network and equipment any content or links to any content that TradeMark Media reasonably believes is offensive, overly sexual in nature, excessively violent, defamatory, violates a person's privacy, creates a safety risk to a person or the public, publicly exposes trade secrets, confidential information or intellectual property, promotes or engages in anything illegal under applicable laws, is malicious, fraudulent or may result in retaliation against TradeMark Media.

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- CUSTOMER may not use any shared system provided by TradeMark Media in a way that interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system.
- TradeMark Media maintains a memory limit for each website hosted on shared hosting servers. CUSTOMER agrees not to alter this memory limit without obtaining express written consent from TradeMark Media.