

**APPENDIX D TO DIR CONTRACT NO. DIR-TSO-2617**  
**NETSTAR SYSTEM, LTD**  
**MAINTENANCE AND SUPPORT AGREEMENT**

**Warranty**

NetStar provides a one year warranty on Workmanship for any of our delivered products or services. NetStar will fix/repair any defects which are identified within one year after the product or service deliverable is accepted by Customer. Repairs will be made to meet the requirements as specified in the Statement of Work (SOW) and the delivery of the repair will be made within a reasonable time frame that is agreeable to both NetStar and the Customer. All repairs will be provided at no cost to the Customer. Defects herein are defined as not meeting the requirements as specified in the SOW and as agreed by NetStar and the Customer.

**Maintenance and Support with Service Level Agreements**

NetStar will provide excellent post implementation support for the projects that we deliver. Our support contract will follow the Best Practices of the IT Infrastructure Library (ITIL). NetStar has a Call Center to facilitate communication between our Customers and NetStar. We have standard processes to support our clients, including Issue Resolution Process, Escalation Process and Change Request Process.

**Issue Resolution Process**

A standard resolution process is followed for all issues, requests, and customer feedback. The general steps followed in the resolution work flow include:

1. Opening a ticket (phone, email, or web application) and including all of the important information about the issue;
2. A Support Services analyst investigates the issue and completes any required research;
3. All levels of support may be involved in the resolution depending upon the complexity of the issue or request; and
4. Final resolution and providing current and updated information to a central repository and to the Customer.

Each step in the workflow has status codes and assigned primary support individuals to assist in the maintenance of communication regarding the current status and to provide timely resolution focusing on customer satisfaction.

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If a system or application fix is required to resolve the request and a workaround is available, the Customer will be contacted for their resolution preference. If the workaround resolution achieves a steady state and is acceptable to the Customer and it is determined that the fix may require substantial resources and time *and* that it will be included in the next major patch or release, Net Star will recommend waiting for the patch or release to correct the problem.

<b>Severity1–Critical Impact</b>	
Definition	Business stand still with no work-around or issues which prevent a customer from proceeding with a major mission-critical process that is vital to the daily operations of the business.
Response Time	20 Minutes
Status Update Time	Once per Hour
Resolution/Workaround/ Downgrade Time	4 Hours

<b>Severity2– High Impact</b>	
Definition	Business critical issue with no feasible work-around or issues which cause a serious disruption but do not necessarily impede the business from running. Renders major functions unusable, key business operational functions cannot be performed.
Response Time	60 Minutes
Status Update Time	Every 2 Hours
Resolution/Workaround/ Down grade Time	8 Hours

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<b>Severity3–Medium Impact</b>	
Definition	Non-business critical issue where a complex work-around exists. Individual system function unusable or renders minor system function unusable.
Response Time	24 Hours
Status Update Time	As required
Resolution/Workaround/ Down grade Time	7 Days or Mutually agreed time interval

<b>Severity4-Low Impact</b>	
Definition	Non-business critical where a simple work-around or fix exists. Minor system nuisance which does not limit the functionality of system. System usage question or documentation request.
Response Time	24 Hours
Status Update Time	As required
Resolution/Workaround/ Down grade Time	Next scheduled Release or mutually agreed time interval

**Definitions**

<b>Category</b>	<b>Description</b>
Severity	Designates the impact/scope of the incident being reported. Severity1 designates highest importance.
Response Time	The time between ticket creation and the acknowledgement of the incident by NetStar
Status Update Time	Interval of status updates and communications regarding the state of the work effort.
Resolution/Workaround/ Downgrade Time	The time for an incident to be resolved or a suitable workaround provided to normalize functionality or sufficient to downgrade an issue to medium or low impact. Time is defined as 24 hours per day, 7 days per week.

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**Escalation Process**

NetStar Support Services has implemented automated internal escalation procedures as needed for all Severity 1 and 2 issues.

If an issue is Severity 1 - Critical Impact, the following process will be followed:

1. NetStar will respond to the Customer trouble report within 20 minutes of customer notification. The issue must be logged into the tracking system with a critical Severity Level 1.
2. NetStar Support Services is notified of the Service Request and begins triage.
3. A NetStar Director or Vice president is notified within two (2) hours of the issue being reported.
4. The issue is worked 24 hours a day, seven days a week until it is resolved or an acceptable “fix” has arrested the issue.
5. The customer identifies a contact to remain available to assist in the trouble shooting and resolution process. This contact must be available 24 hours a day or resolution may be delayed.
6. Hourly/Detail communication occurs between NetStar and the Customer to review the progress of the issue(s).
7. NetStar Engineering, and Technical Services teams are also notified as appropriate to assist in the resolution.
8. Provide onsite service if situation requires.

If an issue is Severity 2 - High Impact, the following processes will be followed:

1. NetStar will respond to the Customer trouble report within 60 minutes of customer notification. The issue must be logged into the tracking system with a critical Severity Level 2.
2. NetStar Support Services is notified of the Service Request and begins triage.
3. A NetStar Director or Service Manager is notified within 4 hours of the issue being reported.
4. The issue is worked 24 hours a day, seven days a week until it is resolved or an acceptable

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“fix” has arrested the issue.

5. The customer identifies a contact to remain available to assist in the trouble shooting and resolution process. This contact must be available 24 hours a day or resolution may be delayed.
6. Communication between NetStar and the Customer occurs once every two (2) hours to review the progress of the issue(s).
7. NetStar Engineering and Technical Support teams are also notified as appropriate to assist in the resolution.

**Change Management Process**

NetStar Support Services employs a change management process and tracking system in order to correctly manage, and track authorized operational changes being made in the production environment. Changes that are managed via this process can be the result of customer requests, issue resolution, and corrective action responses. The change management process is also used to track regular maintenance activities such as patches, system and network tuning, database maintenance and server and network configuration changes. Once identified, change requests are submitted for review, approval and scheduling. The review and approval is facilitated during a daily Change Review Board Meeting which requires participants from NetStar Support Services Operations, Database Management, Implementation Services, and Service Delivery Managers. Once scheduled and/or implemented all changes are visible to our support resources ensuring appropriate and timely trouble shooting of any related customer and service availability issues.

**Customer Credit for NetStar not Meeting Service Levels**

NetStar System will give customers one-for-one (equivalent) credits for not meeting Service Levels components. For example, if response time is one (1) hour later than service level defined and NetStar doesn't have good reason to justify the delay, NetStar will give customers one (1) hour credit to be used for the same kind of service or other IT services as offered by NetStar and agreed by both the Customer and NetStar.