

SoftCare Support Agreement

Document Management Software (DMS)

Under the terms of Mosaic's Software Support Agreement, Mosaic agrees to support all software components associated with your Document Management Software (DMS) in the manner described below. Hardware, parts and labor may be covered by a third party and not necessarily covered by this Mosaic agreement.

Software support includes version updates, new builds and remote/phone support by Mosaic certified team members to deliver consistent and reliable results. Software updates are installed remotely and are included under the terms of this agreement.

Software updates* (new versions and builds) provides the following:

1. New features and functionality benefitting end users.
2. Background improvements to maintain compatibility with changes made by Microsoft operating systems and other common applications to avoid service issues and system failures.
3. Fixes to problems discovered in day to day use.

*Hosted ECM versions are updated on the cloud by the developers

Mosaic targets "same day" (within 8 business hours) response and typically communicates with customers and(or) resolves issues in 4 hours or less. If your system is "down" it will be prioritized for first availability. Hours of service are Monday – Friday, 8:00am – 5:00pm Eastern time. Arrangements can be made (upon request) for support outside our stated service hours.

While under a Mosaic support agreement, certain support calls may qualify as "billable" and result in additional event based charges. These incidents are often requests related to end user workstations and(or) the network hosting the DMS ("On Premise"). If it is determined that the source of the call is not due to the DMS performance, the event will be billable at our standard support agreement rate of \$190/hour.

For a better understanding of service events that are likely billable, examples are provided below.

Workstation Problem Examples (not a complete list)

- Low system resources causing latency and poor performance
- Poor/unstable internet connections causing latency and inconsistent behavior
- Bad network cable/connection

The most common test to determine if the issue is a DMS problem or a workstation issue is to evaluate other devices and their ability to operate with the DMS. If other workstation performance is good, then the individual workstation may require evaluation. This is typically an "In-House IT Procedure". Mosaic will perform these tests upon request at our standard hourly rates.

Change Request Examples (not a complete list)

Following software implementation and training for Admin and End Users, it is not uncommon for Mosaic to receive requests for "changes" to the original system configuration.

Examples of requests that initiate change orders and service tickets are:

- New user with new workstation and(or) scanner requiring drivers(clients) and connectivity with Eclipse.
- New user(s) added and placed in groups associated with user roles (ie. HR, Accounting, Admin)
- Changes in workflow resulting from changes in business process demands.
- Addition of fields and other data capture requirements

Other

Mosaic is not liable for any indirect, special or consequential damages or lost profits to anyone arising out of these Terms or the use of maintenance service, documentation or maintenance materials. No other warranty, expressed or implied, shall apply to the parts and services provided under these Terms, including any warranty of merchantability or fitness for a particular purpose, which are expressly disclaimed. In no event will Mosaic be liable for any special, direct, indirect, incidental or consequential damages of any kind, including without limitation, loss of use, loss of data, loss of profits or liabilities to third parties, however caused; whether by negligence of Mosaic or otherwise. In no event will Mosaic's liability exceed the annual price per unit paid by the customer under these Terms.

This Agreement will automatically renew for successive one year periods unless terminated by either party. Mosaic reserves the right to change support rates at renewal time. By initiating payment of the invoice submitted at the time of renewal, Customer accepts the terms and conditions in effect at the renewal date.

If the Customer does not pay the amount due hereunder Mosaic Corporation may (a) refuse to continue to provide support or (b) provide support only on a “time and materials” basis.

Service Provision Addendum

All service responses are made without charge for remote/phone support during Mosaic Corporation’s normal service hours. Labor and travel time will be charged at Mosaic’s standard hourly rates or \$285/Hr for service rendered at the customer’s request after our normal business hours (8:00 to 5:00 M-F) or on Saturdays, Sundays and holidays. Any service requirements associated with failure to perform routine backups on a daily basis or inappropriate use of the system (adding software or reconfiguring the system) will be deemed billable at our standard hourly rates.

Additional training required outside the initial scope of services associated with a new installation may also be considered a billable event. Additional training outside the scope of services described above points back to training in areas to include (but not limited to): Training new hires brought in after full implementation of the system, “Retraining” in areas checked off as adequately covered during the initial 30 day implementation process and other areas where skill transfers have taken place and retraining is necessary.

Mosaic is not liable for any failure or delay due to any cause beyond its control and has no obligation arising out of the normal use of any item, site conditions not conforming to applicable Manufacturer specifications, or any causes external to any item, including but not limited to acts of God, fire or water damage, criminal conduct, neglect, acts of war, riots, strikes, lightning, electrical disturbances, earthquakes, or other similar causes. Any service that is outside the scope of these Terms may be provided, as available, in accordance with Mosaic then current terms, conditions and charges.