

HSFIS Technical Support Contract Agreement

HSFIS Technical Support Contract Agreement (hereinafter referred to as Technical Support Contract or Support Contract) is made this _____ day of _____ 20____, between HS University (hereinafter referred to as HSU), a Tennessee corporation, having offices at 2095 Exeter Road, Ste 80, Germantown, TN 38138 and _____ (hereinafter referred to as Agency), having offices at _____.

WITNESSETH

WHEREAS, HSU will provide to Agency as an individual, or organization, technical support for the HSFIS SOFTWARE PRODUCT (hereinafter referred to as SOFTWARE PRODUCT).

NOW THEREFORE, in consideration of the premises and promises herein contained, it is mutually agreed as follows:

ARTICLE 1. Selected Technical Support Contract

The type of Technical Support Contract the Agency has selected is:

Instance Based Support (No Contract)

Incident cost: \$75. Net due: billed upon each incident.

Web Based Support Contract

Contract period from _____ through _____.

Contract cost: \$299. Net due: \$_____.

Annual Support Contract – **Basic** - If number of funded children is less than 1000.

Contract period from _____ through _____.

Entry Level Contract cost: \$595. Net due: \$_____. (No phone support. Email and Fax only)

Primary Level Contract cost: \$795. Net due: \$_____. (Phone support, Email, Fax and Login Support only)

Enhanced Level Contract cost: \$1595. Net due: \$_____. (Unlimited Phone, Email, Fax and Login Support)

Annual Support Contract – **Standard** - If number of funded children is 1001-2000.

Contract period from _____ through _____.

Entry Level Contract cost: \$1495. Net due: \$_____. (No phone support. Email and Fax only)

Primary Level Contract cost: \$2495. Net due: \$_____. (Phone support, Email, Fax and Login Support only)

Enhanced Level Contract cost: \$3495. Net due: \$_____. (Unlimited Phone, Email, Fax and Login Support)

Annual Support Contract – **Advanced** - If number of funded children is over than 2001.

Contract period from _____ through _____.

Entry Level Contract cost: \$2995. Net due: \$_____. (No phone support. Email and Fax only)

Primary Level Contract cost: \$3995. Net due: \$_____. (Phone support, Email, Fax and Login Support only)

Enhanced Level Contract cost: \$4995. Net due: \$_____. (Unlimited Phone, Email, Fax and Login Support)

Premium Annual Support Contract

Contract period from _____ through _____.

1001-2000 funded enrollment Level Contract cost: \$4495. Net due: \$_____. (Unlimited Support)

2001 or more funded enrollment Level Contract cost: \$6995. Net due: \$_____. (Unlimited Support)

ARTICLE 2. Available Types of Technical Support Contract

The four available types of Technical Support Contract are described as follows (options A and B may be combined):

A. Instance Based Support Contract

A.1. \$75/per instance (ticket)

B. Web Based Support Contract

B.1. \$299/year to access the support web site, no help desk

C. Annual Support Contract

Under the annual support contract, Agency gets:

I. Entry Level - Unlimited email/Fax, 50% discount on annual upgrade release, Free tools, updated reports and patches, limited access to support site, 20% discount on training.

II. Primary Level - Unlimited Phone support to our dispatch center, unlimited email/Fax, Login support by HSU Techs, 50% discount on annual upgrade release, Free tools, updated reports and patches, limited access to support site, 20% discount on training.

III. Enhanced Level - Unlimited email/Fax, Login support by HSU Techs, Unlimited telephone access to HSU Dispatch Center, Unlimited support to a designated technical rep, Up to six designated callers, 5 free crystal report & HSFIS report development, 50% discount on annual upgrade release, Free tools, updated reports and patches, limited access to support site, 20% discount on training.

D. Premium Annual Support Contract

Under the premium annual support contract, Agency gets:

I. Premium Level - Unlimited email/Fax, Unlimited Login support by HSU Techs, Unlimited telephone access to HSU Dispatch Center, Unlimited telephone consultation with a designated technical rep, 24/7 emergencies, Unlimited designated callers, Unlimited crystal report & HSFIS report development**, All annual upgrade release, Free tools, updated reports and patches, limited access to support site, 20% discount on training, 10% discount on on-site training, Assigned technical representative, Toll free 800 number for technical support, 3-Day on-site consultation*

* *Travel expenses (air and hotel) and other 3rd party charges not included.*

** *Delivery time may vary depending the complexity of the report.*

ARTICLE 3. Technical Support Contract

HSU will provide to Agency as an individual, or organization, technical support for the HSFIS SOFTWARE PRODUCT at one location, on one web site.

HSU shall make reasonable efforts to resolve any problem associated with the HSFIS SOFTWARE PRODUCT within a timely manner.

With an Annual Support Contract, Agency gains access to our protected Website support pages. With an Premium Support Contract, Agency enjoys **unlimited (within reason) technical support** by phone and email from our **support managers**.

At times, a technical support issue is most efficiently resolved by having our support managers examine Agency's data in order to find the source of a problem that you are experiencing. As part of our **technical support** service, HSU will examine Agency's data and recommend changes that Agency will need to implement. *Our staff* implements any changes to your data and sends an updated version to Agency.

Unless it is specified by the type of contract Agency has purchased, under a entry and primary support contract, HSU will not provide support on custom reports reporting, training, and on-site visit. These items are separately priced.

ARTICLE 4. Payments

Annual technical support must be pre-paid by Agency to HSU by automatic credit card billing on a quarterly basis at the agreed rate or pre-paid by Agency to HSU by check on an annual basis at the agreed rate in US\$ only. Instance-based technical support may need a security deposit depending on Agency's payment history with HSU. If payment is received by HSU later than the

agreed contract effective (or start) date, the contract effective (or start) date will automatically postponed to the payment receipt date.

ARTICLE 5. Description Of Other Rights And Limitations.

- a. Limitations on Resale of contract. The TECHNICAL SUPPORT CONTRACT may not be resold. However, it may be transferred as described in (d).
- b. Rental. Agency may not lend, lease, or rent the TECHNICAL SUPPORT CONTRACT.
- c. Technical Information. Technical information Agency provides to HSU as part of the technical support contract may be used by HSU for its business purposes, including for product support, upgrade and development.
- d. Transfer of Contract. Agency may permanently transfer all of Agency's rights under this TECHNICAL SUPPORT CONTRACT provided the recipient agrees to the terms of this TECHNICAL SUPPORT CONTRACT and the SOFTWARE PRODUCT is transferred with it according to the software licensing agreement.
- e. Termination. Without prejudice to any other rights, HSU may terminate this TECHNICAL SUPPORT CONTRACT if Agency fails to comply with the terms and conditions of this TECHNICAL SUPPORT CONTRACT. At any time, for any reason, if Agency feels that HSU has not provided proper technical support Agency may terminate this TECHNICAL SUPPORT CONTRACT. In either case any remaining funds, which were prepaid for the remainder of the contract, will be refunded to Agency prorated from the day HSU receives written notice of termination or initiates termination to the end of the prepaid period. Agency will be charged a termination fee of \$99.

ARTICLE 6. Contacting HS University.

HSU support may be contacted by phone at 1-901-385-3338 or 1-888-282-7817***, by email at HSFIS@hsuiversity or by mail at HS University, 2095 Exeter Rd., Ste 80, Germantown, TN 38138. For a timely response, Agency's requests should be by phone or email. Please mention the product name and describe the problem in as much detail as possible with information on how to reach you. HSU is not responsible for lost mail, phone messages, pages or email. Therefore, it is Agency's responsibility to follow up on any request if a response has not been received within a timely manner.

ARTICLE 7. Designated Customer Callers

(If Applicable)

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |
| | 5. _____ |

IN WITNESS WHEREOF, the parties hereto have executed this Technical Support Contract as of the date and year first above written.

HS University
 BY: _____
 TITLE: _____
 DATE: _____

AGENCY NAME: _____
 BY: _____
 TITLE: _____
 DATE: _____