

**COLLECTIVE DATA
SUPPORT AGREEMENT
(QUARTERMASTER)
(SELF HOSTED)**

Agreement

This Support Agreement is between Company, as defined below, and Collective Data Incorporated (Collective Data), incorporated in the state of Iowa having a place of business at 230 2nd St. SE Ste. 414, Cedar Rapids, IA 52401.

1. Definitions

1.1 “Application Server” means the portion of the Software Product that contains the database used in the Software Product.

1.2 “Basic Support” means support provided by Collective Data at the following level:

1.2.1 An unlimited number of Support Requests; and

1.2.2 All Patches and Updates issued by Collective Data during the Support Agreement.

1.3 “Client Application” means the portion of the Software Product that contains the interface used by the User to interact with the Application Server.

1.4 “Company” means the company, entity or individual identified in the License Agreement for the Software Product.

1.5 “Company Modifications” means all modification of the Software Program initiated, developed and implemented by the Company or Company’s agents using editors, API tools or development tools, whether provided by Collective Data or a third party.

1.6 “License Agreement” means the agreement between Collective Data and Company regarding use of the Software Products by Company.

1.7 “License Fee” means the amount of money listed in Exhibit A of the License Agreement, as increased by the value of:

1.7.1 any Modifications carried out by Collective Data during the previous License Period; and

1.7.2 any additional licensed Users added to the License Agreement.

1.8 “License Period” means the time period listed in Exhibit A of the License Agreement.

1.9 “Modification” shall mean those changes, requested by the Company and implemented by Collective Data, that affect layout, functionality or other aspects of the Software Product. Modifications include but are not limited to, adding modules, fields, or reports; eliminating or adding sections; or changing the program layout. Modifications also include ongoing or periodic importations of data into the Software Product performed by Collective Data and changes in the Software Product needed to accommodate changes in the operating system of Company computers before the release of an Upgrade.

1.10 “Patches” means minor modifications to the Software Product that correct an existing problem and do not add any additional functionality. Patches are provided by Collective Data at its discretion.

1.11 “Premium Support” means support provide by Collective Data at the following level:

1.11.1 An unlimited number of Support Requests;

1.11.2 All Patches and Updates issued by Collective Data during the Support Agreement; and

1.11.3 For License Agreements with 1-9 Users (as set in Exhibit A of the License Agreement), Company may use up to two (2) hours of web-based training with an unlimited number of people participating; or

1.11.4 For License Agreements with 10 or more Users (as set in Exhibit A of the License Agreement), Company may use up to four (4) hours of web-based training with an unlimited number of people participating.

1.12 “Software Product” means both the Application Server and Client Application, and any data generated by the Application Server or Client Application during operation of the Software Product, and includes the computer software, data, and associated media, printed materials, and “on-line” or electronic documentation, including without limitation any and all executable files, modules, add-ons, tutorials, and help files, and excludes all files containing source code.

1.13 “Support” means actions necessary to resolve any Support Request or Technical Issue that affects any Supported Product.

1.14 “Supported Product” means the current version of the Software Product for which the Company has a Support Agreement with Collective Data.

1.15 “Support Agreement” means this agreement between Collective Data and Company related to ongoing support and maintenance to be provided by Collective Data.

1.16 “Support Agreement Fee” means an amount paid by Company for the Support Agreement. The Support Agreement Fee shall be a percentage of the License Fee for the upcoming License Period.

1.17 “Support Request” means an inquiry from a User regarding operation of a Supported Product and includes questions and problems with the operation of the Supported Product, whether or not it rises to the level of a Technical Issue.

1.18 “Technical Issue” means a problem with a Supported Product that affects a major functionality of the Supported Product and includes functions not performing to specifications, corrupt data, errors appearing within a Supported Product, or missing data on reports generated by the Supported Product.

1.19 “Training” means the provision of educational services relating to the Supported Product.

1.20 “User” means an employee of Company who uses the Software Product. Other agents or contractors of Company are excluded from the definition of User. See Exhibit A for the number of licensed Users.

1.21 “User Data” means information that is input by the Users while accessing or using the Software Product.

1.22 “Updates” means minor version changes to the Software Product provided by Collective Data at its discretion. Updates do not include new modules or new software products.

1.23 “Upgrades” means major version changes to the Software Product provided by Collective Data at its discretion. Upgrades do not include new modules or new software products.

2. Services Provided by Collective Data

2.1 **Training** After the effective date of this Agreement or for any renewal, the Company shall be granted web-based Training to be used at its discretion and subject to the availability of Collective Data training resources. Training must be used during the current Term of the Support Agreement and shall not carry over into a subsequent Term.

2.2 **Modification** Company may request a Modification at any time. Any Modification carried out by Collective Data is covered under the Support Agreement in place at the time the Modification is

implemented. The Company is responsible for any cost of the requested Modification as determined by the then-current Collective Data pricing schedule. The Company understands that Modifications will increase the License Fee and also increase the cost of the Support Agreement Fee.

2.3 Support

2.3.1 Company may make unlimited number of Support Requests during the Term of this Support Agreement.

2.3.2 Collective Data will thoroughly investigate all problems reported by Company. If the problem is a Technical Issue with the Supported Product, Collective Data will make commercially reasonable efforts to correct the Technical Issue and Collective Data will provide: 1) a solution; 2) confirmation that the Software Products works per design specifications; or 3) confirmation that the problem will not be fixed.

2.3.3 Collective Data shall provide Support via telephone, email, chat room, and remote diagnosis and access tools during regular business hours (8:00 am - 5:00 pm Central Time) Monday through Friday except holidays. Collective Data support staff may provide Support for Technical Issues outside of regular business hours at its discretion or as otherwise agreed to by the Company. Collective Data shall not be required to provide in-person Support and shall use remote diagnosis tools to deliver Support. To receive Support, Company shall authorize Collective Data's use of remote diagnosis tools and access to Company's computers and networks. Collective Data may also make follow-up contact to ensure there are no outstanding Technical Issues.

2.3.4 Collective Data shall not be required to provide Support regarding hardware installation, support or maintenance, unless such hardware has been purchased from Collective Data and is still within the manufacturer's warranty period. If Company so requests, Collective Data may diagnose a hardware problem to the extent of its capability. Hardware support will be charged per call at the then-current Collective Data pricing schedule.

2.3.5 Collective Data has no obligation to support 1) a Software Product that has a Company Modification or has been altered by a third party; 2) any problem that is not a Technical Issue; 3) third-party software or 4) backup procedures. Collective Data has no obligation to support or maintain interconnectivity with third party software, except as otherwise agreed.

2.3.6 Support Requests will be prioritized by severity and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the Software Product unavailable for processing; a portion of the Software Product is unavailable; operational questions that are holding up processing; operational questions that do not interfere with normal processing; enhancement suggestions/requests and requests for custom applications.

2.4 Patches, Updates and Upgrades

2.4.1 All Patches, Updates and Upgrades, once installed, become part of the Supported Product.

2.4.2 Patches and Updates shall be provided as part of Basic and Premium Support.

2.4.3 Company shall be eligible for one free Upgrade every three (3) years provided that a Premium Support Agreement has been in place for three (3) consecutive years and the Company has paid three Premium Support Agreement Fees. Company shall otherwise purchase Upgrades.

2.4.4 Patches, Updates and Upgrades shall be electronically downloadable from Collective Data. In order to receive any Patches, Updates or Upgrades, Company must have an Internet connection and Company must grant Collective Data access to Company's computers and networks to insure proper installation of Patches, Updates and Upgrades.

2.4.5 Patches and Updates to the Software Product shall not be automatically installed unless Company chooses automatic installation. If Company does not choose automatic installation of Patches and Updates, then Company shall be solely responsible for the operation of the Software Product. Collective Data has no obligation to provide Support until the most recent Patches and Update to the Software Product have been installed.

2.4.6 Upgrades will not be automatically installed because they may require operating system changes, data migration, additional training, and/or re-implementation of any user configurations. If Company purchases an Upgrade, the parties shall coordinate any needed updating of operating systems, data migration, training, and/or re-implementation of the Software Product.

2.4.7 All Upgrades will be scheduled by Collective Data at its reasonable discretion. The cost of installation of Upgrades shall be born by Company.

2.4.8 Patches, Updates or Upgrades do not grant Company additional Training beyond what is allotted in Basic or Premium Support.

3. Responsibilities of the Company

3.1 The Company shall designate one (1) primary contact and one (1) backup contact who will interact with the Collective Data. Collective Data need not respond to or interact with any Company employee or agent except the primary and backup contacts. The primary and backup contacts shall have sufficient technical skill and knowledge of Company's computer systems and the Software Product to be able to assist Collective Data in resolving Technical Issues. Failure of Company to designate a primary or backup contact with sufficient technical skill and knowledge may result in additional fees and will reduce the effectiveness of the Support provided.

3.2 When reporting a Technical Issue, Company shall provide as accurate and complete description as possible including 1) details of what menu item or module was being accessed, 2) what Company was attempting to do, 3) the exact error message text as well as any other pertinent details. Company shall assist in Technical Issue resolution by providing copies of reports and/or files deemed necessary by Collective Data, via email or uploading files to Collective Data. All materials provided by Company during resolution of Technical Issues shall be considered confidential by Collective Data.

3.3 At all times, Company shall maintain daily backups of current data files and as recommended by Collective Data. Company shall also insure the secured storage of any media containing Software Product provided by Collective Data.

4. **Support for Company Modification** Collective Data will provide reasonable support on editors, API tools and development tools provided by Collective Data. Collective Data will provide additional support in installing these Company Modifications. Collective Data shall not be required to support third party editors, API tools or development tools nor shall Collective Data be required to support Company Modifications utilizing third party editors, API tools or development tools. Company may choose to enter into a Professional Services Agreement with Collective Data to support such Company Modifications.

5. Title to and ownership of all materials and information first developed or created by Collective Data during the provision of Support to Company and all proprietary rights therein shall at all times remain with Collective Data.

6. Proprietary Information

6.1 In order to perform the Professional Services under this Agreement, one party ("the Disclosing Party") may, from time to time, disclose to the other party ("the Receiving Party") certain information respecting the Disclosing Party's technical, financial, statistical and personnel data, (hereinafter "Information"). Any such Information, which is submitted in writing to Receiving Party by the Disclosing Party and which is clearly and conspicuously marked as proprietary or confidential, shall be protected by

Receiving Party against unauthorized disclosure by using the same degree of care of discretion that Receiving Party uses with similar Information which Receiving Party does not want disclosed to third parties. Receiving Party further agrees to use Information only for the purpose of carrying out its obligations under the Support Agreement. However, Receiving Party shall not be required to protect Information which (i) is or becomes publicly available, (ii) is already in Receiving Party's or its related companies' possession, (iii) is independently developed by Receiving Party or its related companies outside the scope of this Professional Services Agreement, or (iv) is rightfully obtained from third parties. Receiving Party's obligations under this paragraph shall cease immediately upon return to Disclosing Party of such Information. Information shall remain the sole property of the Disclosing Party

6.2 Receiving Party shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Support Agreement, other than to maintain the Information as confidential.

7. **Term** This Support Agreement shall be coterminous with the License Period.

8. **Support Agreement Fee**

8.1 After the initial License Period, Company shall pay to Collective Data:

8.1.1 a Support Agreement Fee equal to 15% of the License Fee for Basic Support; or

8.1.2 a Support Agreement Fee equal to 25% of the License Fee for Premium Support.

8.2 Payments shall be made at the beginning of each License Period after the initial License Period.

9. **Remaining Terms** Terms of the License Agreement that do not contradict terms in this Agreement are incorporated by reference into this Agreement.

Collective Data

Company:

By:

Caroline Biederer

By:

Name:

Caroline Biederer

Name:

Position:

Vice President

Position:

Date:

1/21/16

Date:
