

Edgetech America, Inc.
Standard Maintenance Program for MapSpeller
in the U.S.A.

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Article 1 Introduction

1.1 Purpose. The purpose of this Edgetech America, Inc. Standard Maintenance Program for MapSpeller in the U.S.A. ("**Program**") document is to:

- Describe the Program for U.S. customers.
- Provide definitions of Maintenance and support-related terminology used by Edgetech.
- Describe Maintenance subscription quoting and invoicing procedures.
- Describe the services provided by Edgetech Support Services.
- List general procedures and conditions including contact information and requirements.

1.2 Program Overview. The Program, also referred to as "**Standard Maintenance**," or "**Maintenance**," is the support Edgetech makes available for unmodified Software to the Software license holder ("**Licensee**"), including Incident tracking, attempts to correct reported problems, new releases, and enhancements. Maintenance for the first year is automatically included when the MapSpeller software is licensed.

The Program is composed of the following:

- Describe the Program for U.S. customers.
- Email notification of Software Updates.
- Edgetech Support Services.
- Priority consideration for Edgetech's Software Beta Program, which allows the Licensee to preview and test Software prior to general release.
- Notification of Software promotions, when offered.

Article 2. Definitions and Descriptions

Capitalized terms used in this Program shall have the following meaning:

2.1 Authorized Caller or Point of Contact

An Authorized Caller or Point of Contact is an individual designated by Licensee who may contact Edgetech to request technical support (e.g., to report Software Incidents or request assistance with Software use).

2.2 MapSpeller Account ID

MapSpeller Account ID means a unique ID created and provided by Edgetech that identifies each MapSpeller customer site. The ID starts with the letter “M” and is followed by a number. It may also be referred to as a *MapSpeller Site ID*.

2.3 Hot Fix

A Hot Fix is a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the customer or to a local distributor, usually via FTP. The documentation delivered with the Hot Fix clearly identifies the software problems(s) that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot Fixes are incorporated into subsequent service packs. Hot Fixes do not add new functionality. Hot Fixes are not functional unless the end user already has the required Product release installed.

2.4 Incident

An Incident is the record of a customer request for technical assistance. Such request should be made by email. An Incident contains technical notes and documentation of all interactions between the customer and support representative related to the request. An Incident or tracking number is provided by a support representative by email confirming the creation of the Incident. The Incident number is used for referencing the request. The status of an Incident can be open (active) or closed (inactive).

2.5 Maintenance Renewal Invoice

The Maintenance Renewal Invoice is an invoice sent before the expiration of a Maintenance term to all customers who have current Maintenance subscriptions that are nearing the Maintenance term expiration date. The invoice is sent to the Point of Contact who has been designated to receive all Maintenance-related correspondence from Edgetech. The Maintenance invoice is sent via email or fax and contains information about the forthcoming Software Maintenance term, which includes the type of Software licensed and quantity of licenses, the start and end dates of the Maintenance term, and the anticipated Maintenance renewal fees due for each type of Maintenance subscription. Maintenance renewal invoices are due by the time of the Maintenance renewal date.

2.6 Maintenance Term

The Maintenance Term is the Maintenance subscription duration as defined by the Maintenance start and end dates, during which customers with licensed products who have purchased Maintenance are entitled to receive applicable Maintenance benefits.

2.7 Patch

A Patch is a single fix (see Hot Fix) or a set of related fixes in a specific functional area of the software that will affect a large number of customers and needs to be posted on the web for general availability. Once a Patch is released it will be incorporated into a subsequent service pack release. Patches are tested by the affected teams. Patches do not add new functionality. Patches are not functional unless the end user already has the required product release installed.

2.8 Maintenance

Standard maintenance subscriptions include email technical support for two Incidents by one authorized caller, and updates for one license during the Maintenance Term. Edgetech doesn't differentiate between primary and secondary maintenance as Esri does.

2.9 Software License

A Software License is the limited grant of rights to use a Software program or component as defined by the terms and conditions in the Edgetech software license agreement.

2.10 Software Updates

Software Updates are a collection of files that correct a problem with a software program or improve the Software through enhancements. Version updates are announced by email to all registered users advising where a new release is available for download.

2.11 Support Services

Support Services is Software technical support or technical assistance provided by Edgetech to the Licensee and the Edgetech user community. See Article 3.0 Support Services for a more detailed description.

Article 3 Support Services

3.1 Support Services. Edgetech Support Services comprises the following:

a. Support and Incident Reporting/Logging

If a technical issue arises that Licensee needs help with, Licensee should log an Incident with Edgetech by emailing support@edgetech-us.com with a detailed description of the Incident. Support hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. (Eastern Time).

Licensee is not limited to a set number of Incidents per year. At Edgetech's discretion, following interactions will occur via email or with Edgetech calling the client, or a combination of both.

b. MapSpeller Built-In Customer Feedback System

MapSpeller has a built-in customer feedback system that reports errors that may have been encountered by the software and the user registration status when it changes. The former is optional, the latter is not. The system uploads all or part of the information from the MapSpeller Options dialog and the error or warning message to Edgetech's ftp site. Users can select to report individually identifiable information or not in the case of the error reporting portion. If such information is included, Edgetech may contact the user to try to resolve the issue. Such contact is at the discretion of Edgetech and may be initiated by email or phone, and is complimentary. It doesn't count towards the set number of Incidents per year included in the customer Maintenance.

c. Web Help

Web Help is an up-to-date version of the help system shipped with the product; new information is added and existing topics are updated as necessary. Web Help can be accessed by navigating to www.Edgetech-US.com

3.2 Support Services Scope

- Technical assistance provided through Edgetech Support Services is limited to unmodified Edgetech Software.
- Sample applications that ship with each product are provided for demonstration purposes and are considered unsupported.
- Patches received outside a product's life cycle deliverables are considered unsupported unless authorized by Edgetech.

- Technical assistance through Edgetech Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other like peripherals which are not provided by Edgetech, except to answer questions of how standard, supported devices interface to Edgetech Software.
- These terms and conditions are subject to change by Edgetech with thirty (30) days email notice.

3.3 Accessing Support Services

Licensees are required to designate Authorized Callers for all direct support services-related communications with Edgetech. Maintenance includes email support for up to two incidents per maintenance year. If the Licensee has an enterprise license or site license agreement with Edgetech, the Authorized Callers will be identified by name in the license agreement. Licensee may replace an Authorized Caller at any time by notifying Edgetech Support Services.

Licensees within the United States may contact Support Services by emailing to support@Edgetech-US.com. Online support resources are available at www.Edgetech-US.com

Support requests are answered on a first come, first served basis. All requests for technical support must contain detailed information about Licensee's Incident. To help expedite a solution, technical specialists also expect the Licensee's computer name and MapSpeller Account ID, and if known, Edgetech's User ID of the Authorized Caller.

3.4 Resolution Time

Resolution times are dependent on factors that are often outside the control of Edgetech. These factors often include but are not limited to operating system limitations, limitations based on user-designated workflow, security issues, customer availability, and integration with third-party applications that have not been provided by Edgetech. Usually, Edgetech is able to answer questions and suggest solutions to Incidents on the same day it receive requests, but the turnaround time for a response may depend on the complexity of the Incident. While it is Edgetech's goal to provide an acceptable resolution to all incoming issues, Edgetech cannot predict resolution time.

3.5 Preparing for Contacting Support Services

When contacting Edgetech for technical assistance, Licensee must be prepared to provide as much of the following information as possible:

- Licensee's Edgetech MapSpeller Account ID
- The phone number and e-mail address where Licensee can be reached
- The version and build of the Software Licensee is using
- The version and type of the ArcGIS Desktop product used
- The version of the operating system Licensee is using
- The database Licensee is using, if applicable
- A description of what Licensee was doing when the problem occurred
- The exact wordings of any error messages that may appear on the screen if the MapSpeller Customer Feedback System has been turned off or ftp uploads are blocked
- Any steps taken to resolve the problem.

Article 4 Maintenance Renewal and Expiration

4.1 Renewal Notice. Edgetech will email an invoice to Licensee when Maintenance subscriptions are scheduled to expire. The MapSpeller Options dialog also provides the expiration date information and enables Licensee to initiate a Maintenance renewal request.

4.2 Maintenance Expiration. If Edgetech has not received payment or a formal purchase order prior to the termination date, Licensee will receive a notification by the Software stating that Licensee Maintenance term has expired.

Technical support will no longer be available and Licensee will no longer be eligible to receive any Software Updates that are released after the Licensee Maintenance term has expired. Any other Maintenance activities that are contingent on a current Maintenance subscription will also be terminated.

Article 5 Payment

5.1 Payment. Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance. Payment terms will be Net 30 Days.

5.2 Prorating Maintenance Terms. If multiple Software products have been licensed throughout the course of a year by one customer, separate Maintenance quotes for each product are not issued.

Instead, the Maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed, with Maintenance. All licensed Edgetech Software products

offering a maintenance subscription are synchronized to reflect a common Maintenance start and end date, regardless of when each was first licensed. These prorated dates will be reflected on the Maintenance renewal quote.

5.3 Reinstatement of Lapsed Maintenance Subscriptions. If Maintenance has lapsed, Maintenance reinstatement fees equal to the amount of back maintenance from the date maintenance lapsed, in addition to the current fees, will be required to be paid to reinstate Maintenance.

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