

**NAVIANT, INC.**  
**SOFTWARE SUPPORT LEVEL AGREEMENT (“SLA PROVISIONS”)**

**1. Naviant Software Support Level Agreement**

Naviant, Inc. ("Naviant") agrees to provide and the Customer agrees to accept ongoing system support on the software products utilized in customer’s system at the annual charges as invoiced, in accordance with the terms and conditions contained within these SLA Provisions.

A Software Support Level Agreement will provide phone, remote access, and email support for issues related to the performance of the installed system. Naviant standard business hours are 7:00 AM – 6:00 PM CT Monday through Friday, excluding holidays observed by Naviant. Naviant’s Weekly Evening Hours are 6:00 PM – 7:00 AM CT Monday evening through Friday morning. Weekend Hours are 6:00 PM – 7:00 AM CT Friday evening through Monday morning. When Time & Materials billing is applicable, actual and reasonable travel expenses (mileage, transportation, lodging, and meals) will be charged per visit per Naviant resource to the customer as incurred, and Naviant will estimate such fee prior to dispatching onsite support. Naviant’s multi-tier Software Support Level Agreement options are outlined below:

	Tier One	Tier Two	Tier Three
<b>Phone Support</b>	Standard Business Hours	24 / 5 Support	24 / 7 Support
<b>Bank of Hours</b>	8 Hours Annually	16 Hours Annually	24 Hours Annually
<b>Time &amp; Materials Rates</b>	Standard Hours Beyond Bank (\$165/Hr)	Standard Hours Beyond Bank (\$165/Hr)	Standard Hours Beyond Bank (\$165/Hr)
	Weekly Evenings (\$245/Hr)	Weekly Evenings (\$165/Hr)	Weekly Evenings (\$165/Hr)
	Weekend (\$245/Hr)	Weekend (\$205/Hr)	Weekend (\$165/Hr)
<b>Included Services</b>			
Naviant Live Chat Support	•	•	•
Access to Webinars	•	•	•
Basic Audits	•	•	•
Comprehensive Audit	50% Discount	•	•
Remote License Certificate Activation	•	•	•
Cloud Configurations Storage	•	•	•
OnBase SQL Settings Verifications	•	•	•
Naviant Custom Report Bundle	•	•	•
Naviant Reporting Dashboard Bundle	•	•	•

If a Software Support Level Agreement is not purchased or kept in force, all support requests not covered by the Manufacturer Software Maintenance will be billed at Naviant’s then prevailing Professional Services rates. Professional Services will be billed at ¼ hour increments.

**2. Manufacturer Software Maintenance**

In general, “Manufacturer Software Maintenance” provides access to product upgrades & enhancements, product error correction & fixes, technical documentation, and access to manufacturer escalated technical support facilitated through Naviant. When purchased, Manufacturer Software Maintenance provides Customer ongoing software support by the software manufacturer including commercially reasonable efforts to correct any properly reported errors in the software that are confirmed by the software manufacturer in the exercise of its commercially reasonable judgment. Access to Manufacturer Software Maintenance is provided by Naviant. Naviant will undertake to report to the software manufacturer for confirmation any reported errors promptly after receipt of proper notice from Customer, and will perform services in an effort to correct confirmed errors promptly after making such confirmation as directed by the software manufacturer. Manufacturer Software Maintenance provides software maintenance and troubleshooting for product error correction and related fixes coordinated or facilitated through Naviant via phone or email for issues not caused by Customer actions, inactions, hardware, or non-Naviant supplied or supported software. Requests for intervention from the software manufacturer will be at the discretion of Naviant.

**3. Naviant Software Support Protocol**

Naviant maintains a dedicated help desk to provide the first line of support to receive and resolve support inquiries for all Enterprise Content Management (ECM) solution implementations. By utilizing this streamlined approach to support, Naviant ensures that each customer inquiry will be answered in a timely and efficient manner, minimizing disruption to both system operation and work processes, and that all issues are reported and tracked accordingly. Naviant customers are provided with a dedicated toll-free number to use when calling in for support, as well

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as a dedicated support email address to email support inquiries. When contacting Naviant Support, the Customer will be connected directly with a help desk technician, the issue will be logged into the Naviant's Support System, assigned a reference number, and the Customer will receive an email confirmation for tracking purposes. Naviant's standard response time objective is to respond to Customer support inquiries within one hour during Naviant standard business hours; however, Naviant's response time protocol is not to exceed three hours for either callback phone support or remote access to resolve the issue. If the issue requires further investigation, status updates will be provided in a timely manner until the issue is resolved.

#### **4. Customer Responsibilities**

- A. *Onsite Support.* When support is performed at Customer's premises, Customer agrees to provide reasonable and safe access to the software and equipment consistent with the requirements of these SLA Provisions and shall be liable for any damages to persons or property arising from its failure in this respect.
- B. *Operating Environment.* Customer is responsible for maintaining the appropriate operating environment for their system, including but not limited to hardware, software, and disk space. Customer must also provide appropriate electrical power and protective devices. If an appropriate operating environment causes system problems, Naviant will complete a problem definition and resolution effort. If the system problems may be resolved by a recommended change/upgrade to components that are required by the system, Customer at its expense will be responsible for executing said upgrade. If said upgrade is not executed, then at Naviant's option the Software Support Level Agreement may be terminated. System (hardware) enhancement necessitated by a software upgrade must be purchased by Customer prior to the installation of such software upgrade. Customer acknowledges and agrees that Naviant requires online access to the software installed on Customer's systems in order for the software manufacturer to provide maintenance and for Naviant to provide support. Customer shall install and maintain, at Customer's sole cost and expense, communications software approved by Naviant. Customer shall establish and maintain at its sole cost and expense, an adequate or dedicated connection to facilitate the provision of Maintenance and Support Services.

#### **5. Products and Services Not Covered**

Software Support Level Agreements do not cover installation fees for initial system configuration, expansion of the system in applications, enhanced functionality, or inclusion of additional users. Unless specifically agreed to in writing, Software Support Level Agreements shall not cover: (i) Support for scripting, API or workflow changes or additions by Customer; (ii) Customized application functions or device support for the software and/or the hardware utilized by the software; (iii) Conversions for the Customer, whether such conversion be to data or to programs; (iv) Onsite support, training, and implementation services beyond the terms specified; (v) Installation of software version upgrades; (vi) Annual system audits not outlined in Section 1; (vii) Support calls related to issues traced to a Customer action, inaction, non-Naviant supported hardware, or non-Naviant supplied or supported software not covered under these SLA Provisions.

Software Support Level Agreements do not provide support for any hardware or software not purchased from Naviant that is used with or attached to the system, or any hardware or software that is required to make the supported system work with excluded items. Any services provided by Naviant to provide compatibility with non-Naviant hardware and software and identify and resolve problems caused by these excluded items will be charged to Customer at Naviant's prevailing Professional Services Group rates. Naviant is not responsible for any damages resulting from Customer's improper use of the system, from the Customer's failure to follow standard back-up procedures, or from any consequences arising from failure of the various computer media used. The use of an unauthorized part, component, modification, or person to effect repairs or changes will cause the Software Support Level Agreement to be null and void at the option of Naviant. Software Support Level Agreements do not cover software reinstallations due to Customer computer moves, relocations, or replacements.

#### **6. Term**

- A. Software Support Level Agreements are effective from the commencement date and shall continue for an initial minimum term of one (1) year, unless otherwise stated. Unless Customer notifies Naviant of intent to terminate Software Support Level Agreement in writing via certified mail or registered mail within thirty (30) days prior to expiration of the initial term, the Agreement shall automatically renew for an additional one (1) year term and shall thereafter renew for additional one (1) year terms until canceled by either party in writing via certified mail or registered mail within thirty (30) days prior to the anniversary date of any successive one (1) year term. Naviant shall have the right to change the rates contained in the Software Support Level Agreement for any aforementioned successive one (1) year term upon written notice to Customer at least forty-five (45) days prior to any anniversary date of the Software Support Level Agreement. Payment must be received within 20 days of renewal invoice date; if Software Support Level Agreement lapses and Customer calls for service, Customer will be billed at Naviant's then prevailing Time & Materials rate for the service call and Naviant will require a PO or credit card prior to scheduling service. The Software Support Level Agreement may be reinstated *after* the service call has been resolved and will be valid for a 12 month term. All Software Support Level Agreements shall be billed for one year in advance.
- B. Notwithstanding the foregoing, this Software Support Level Agreement may be terminated in whole or in part at the option of Naviant in the event that (i) Customer defaults in payment or performance of any of its liabilities or obligations pursuant to the SLA Provisions and such default continues for a period of thirty (30) days after written notice thereof specifying the default or (ii) Customer becomes the subject of any voluntary or involuntary bankruptcy; insolvency, reorganization or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts when due. The right of termination provided in this subparagraph B is in addition to any other remedy available to Naviant at law or in equity with respect to default by Customer or in any proceeding referred to in clause (ii) hereof.

#### **7. Software Licensing Agreement**

A manufacturer software licensing agreement for each software product utilized in a Customer's system must be in effect at all times during the term of the Software Support Level Agreement.

#### **8. Limitation of Liability**

In no event shall Naviant be liable for any special, consequential, incidental, punitive, or similar damages (including, without limitation, lost profits, loss of use, loss of revenue and lost data). In no event shall Naviant be liable for any damages in excess of the aggregate amounts actually paid by Customer for the specific product or service is dispute.