

AGREEMENT FOR SOFTWARE AND SERVICES PURCHASE

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the City of Overland Park, Kansas, hereinafter referred to as "City", and KnowledgeLake Inc., hereinafter referred to as "Contractor".

SECTION I - SCOPE

Contractor shall provide to the City certain products and services as outlined in Exhibit A, a copy of which is attached hereto and incorporated by reference herein to the City's complete satisfaction.

SECTION II - COMPENSATION

The City agrees to pay Contractor for the products and services, Nine Thousand Two Hundred Fifty Seven and 40/100 Dollars (\$9,257.40) for the Original Term as defined in Section XII, below. For any Renewal Term as defined in Section XII, below, the Contractor may increase the price by not more than five percent (5%) above the amount billed for the prior year.

SECTION III - DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the products delivered and work performed should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties' express written consent.

SECTION IV - TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at their convenience by giving the other party written notice. Agreement will be terminated on the first day of the month following the month in which a termination notice is received by either party. Any termination shall not relieve the City of its obligations to pay Contractor for services satisfactorily performed through the effective date of termination. The parties agree that no payment under this section will include anticipated profits or consequential damages.

SECTION V - ASSIGNMENT

The parties hereto agree that neither shall assign, sublet or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees and legal representatives.

SECTION VI - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of

the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice or similar document relating to services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.

SECTION VII - INDEPENDENT CONTRACTOR

Contractor is an independent contractor and as such neither Contractor nor its personnel are agents or employees of the City. Contractor is responsible for payment of any and all federal, state and local taxes.

SECTION VIII - HOLD HARMLESS

Contractor agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments including but not limited to those for bodily injury, physical property damage and/or death that are caused by the Contractor and within its control and that arise out of Contractor's or any of its agents, servants and/or employees' negligent acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Contractor of its obligation under this paragraph.

SECTION IX - NON-DISCRIMINATION AND OTHER LAWS

A. Contractor agrees that:

1. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin ancestry or age;
2. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
4. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
5. Contractor shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply if:

- (a) Contractor employs fewer than four employees during the term of such contract; or

- (b) If Contractor contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

B. Contractor further agrees that Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

SECTION X - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION XI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XII – AGREEMENT TERM

The term of this Agreement shall commence on July 1, 2010, and shall continue in force through June 30, 2011 unless otherwise agreed to by the parties (the “Original Term”). Thereupon, the Agreement will renew automatically annually unless either party gives written notice of intent to terminate thirty (30) days prior to the date the then existing term expires (the “Renewal Term” or “Renewal Terms”).

SECTION XIII – SUBCONTRACTORS

Contractor shall not subcontract any of the work or services required by this Agreement without the prior written approval of the City. Should Contractor request and the City agree to work being subcontracted, Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by said subcontractors, as Contractor is for the acts and omissions of the persons it directly employs.

SECTION XIV - INSURANCE REQUIREMENTS

A. General –

Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided or

approved by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

B. General Liability –

The Commercial General Liability insurance coverage that is to be provided by Contractor shall provide coverage for bodily injury and physical damage caused by Contractor while performing the Agreement.

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

(Complete Certificate "Form B" or equivalent Acord form)

General Aggregate:	\$ 500,000
Products-Completed Operations Aggregate:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

C. Automobile Liability –

Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, if any, and hired and/or non-owned vehicles and must include protection for either:

1. Any Auto

OR

2. All Owned Autos, if any:
Hired Autos; and
Non-Owned Autos.

Limits of liability protection required are \$500,000 combined single limit.

D. Workers' Compensation and Employer's Liability –

This insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

E. Industry Ratings –

The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is licensed to do business in the State of Kansas;
2. Carries a Best's policy holder rating of A- or better; and
3. Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

F. Subcontractors Insurance –

If a part of the Agreement is to be sublet, the Contractor shall either:

1. Cover all subcontractors in its insurance policies if allowed to by Contractor's insurance carrier, or
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
3. Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, for bodily injury, physical property damage and/or death that arises out of a subcontractor's or any of its agents, servants, and/or employees' negligent acts, and or failure to act in the performance of this Agreement arising out of the acts or omissions of its subcontractors.

G. Professional Liability Insurance –

This insurance shall protect the Contractor against claims for damage arising from the work performed by Contractor as specified in Section I. The limits of protection shall be \$1 million.

SECTION XV – ADJUSTMENT TO CONTRACT TERMS

Changes to the terms of this Agreement may be made only in writing and must be approved by the City and Contractor. Should a decision be made to amend the terms of this Agreement, the City and Contractor must mutually agree in writing to the amended terms.

SECTION XVI – CASH BASIS/BUDGET LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

SECTION XVII - SEVERABILITY CLAUSE.

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the

remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XVIII - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

KnowledgeLake, Inc.

Carl R. Gerlach
Mayor

Name
Title

Date

Date

APPROVED AS TO FORM:

Tammy M. Owens
Senior Assistant City Attorney

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, That on this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of KnowledgeLake, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of _____, who is personally known to me to be the same person who executed as such officer within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A



Technical Support Policy

Microsoft
GOLD CERTIFIED
Partner

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INTRODUCTION

The Policy (“*TECHNICAL SUPPORT POLICY*”) is intended to identify the features and define the processes involved with KnowledgeLake’s (*KL*) delivery of various *Support* functions to Technical Support Customers (*Customer*) for all products purchased and licensed from *KnowledgeLake*.

MISSION STATEMENT

KnowledgeLake Technical Support (KTS) is committed to building strategic relationships with *KnowledgeLake* customers by providing consistent, dependable, high-quality, measurable services that effectively utilize *KnowledgeLake*’s products to meet our customer’s document imaging and workflow objectives.

TECHNICAL SUPPORT GENERAL PROCESS

KnowledgeLake KTS utilizes a multitier support model for *Problem Resolution*. When initial contact with KTS is made, a Technical Assistance Center (*TAC*) Team Member will validate all contract information and gather details relevant to the question or issue. A unique *Service Request* (SR) number will be assigned and delivered to the *Customer Designated Contact*, either verbally, via Web request, or via email. This SR number will be used to track any given issue from initial contact to final *Problem Resolution*.

If appropriate, an issue will be reproduced in the *KnowledgeLake* Test Lab. Additional testing and problem duplication may take place in a network laboratory environment. Further investigation, including additional troubleshooting or debugging activity may be required. Based on the results of the Test Lab investigation, an issue may be resolved, or, if an anomaly is identified, elevated to the appropriate *KnowledgeLake* Team for final *Problem Resolution*.

TECHNICAL SUPPORT DEFINED

Subject to the specifications of the *TECHNICAL SUPPORT POLICY*, *Customer* will be entitled to access *KnowledgeLake Support* via telephone, Web, and email request. The *TAC* is a telephone, Web, and email request handling service staffed by *KnowledgeLake Support* personnel providing assistance with diagnosis and resolution of defects and/or failures in *KnowledgeLake* products to conform to *KnowledgeLake* published documentation when the products are installed and operated according to *KnowledgeLake Software* specifications. *TAC* access is intended to supplement the *Customer* Senior Technical Staff in accordance with [CUSTOMER OBLIGATIONS](#).

KnowledgeLake agrees to provide *Support*, where appropriate, to *Customer*, which can include but is not limited to the following actions:

- . Receive technical questions
- . Analyze the technical questions and provide answers to *Customer*
- . Provide assistance in answering questions that may arise concerning the operation and use of licensed product that cannot be resolved by *Customer*

Support does not include the following items or actions:

- . Step-by-step installation of Software or Service Packs
- . Onsite services, Professional Services, or Educational Services
- . Ad-hoc training in lieu of attending *KnowledgeLake* training classes
- . More than Best Effort level support for Imaging Server and Capture Server issues when those products are not installed by certified *KnowledgeLake* installers.
- . Modification of software base code, addition of custom code, security policy configuration, audits, or security design

- . Support or troubleshooting of base SharePoint installation. Our software *requires* a SharePoint environment which adheres to all Microsoft guidelines. We cannot be responsible for troubleshooting customer's SharePoint installation unless that environment was installed by Certified KnowledgeLake Installers.
- . Software Development Kit
- . Support of persons using trial versions of our software without software purchase and paid maintenance contract

DEFINITIONS

The definitions, which are set forth below in italics, apply to this Policy:

Activation Date	The date a License Key is registered for activation of <i>Software</i> within the <i>KnowledgeLake</i> activation server.
Best Effort Support	Category of support which will be announced with 1 year notice and means that KnowledgeLake will do our very best to support these legacy products, but operating systems, hardware and general environmental changes make it more difficult to do so in a timely fashion and may occasionally result in our inability to do so without a product upgrade. KnowledgeLake Imaging Server and Capture Server when NOT installed by a Certified KnowledgeLake Installer will automatically result in a Best Effort Support level. If customer's reported issues cannot be reproduced in KnowledgeLake test lab environment, customer may be obligated to engage Professional Services for support of non-certified installations at the current hourly Professional Service rate.
Business Hours	Monday – Friday 8:00 a.m. – 5:00 p.m. Central Standard Time, excluding published holidays.
Certified KnowledgeLake Installers	KnowledgeLake Professional Services staff or certified installation partners of KnowledgeLake. A certified KnowledgeLake installer has accomplished the following: 1) Holds either MCTS: Windows SharePoint Services 3.0 – Configuration OR MCTS: Microsoft Office SharePoint Server 2007 – Configuration certification 2) Successfully completed KnowledgeLake Administration training 3) Completes initial installation of Imaging Server and Capture Server with another certified KnowledgeLake installer.
Designated Contact	Person associated with Customer who has successfully completed KnowledgeLake training and has a valid, current login in the KnowledgeLake support web site.
Enhancements	All <i>Software</i> changes, including new releases, new versions, product improvements, system modifications, updates, upgrades, Service Packs, Feature Packs, and field modifications.
Error	An <i>Error</i> in the product, which degrades the product as defined by the <i>Severity</i> definitions, as compared to <i>KnowledgeLake</i> published functionality and performance specifications.
Extended Support	Technical Support that is required periodically outside of normal business hours. An Extended Support engagement must be coordinated 24 hours in advance and customer agrees to pay the current hourly consultant rate. This level of support also requires that customer is in good standing with maintenance fees. A typical example of an Extended Support engagement would be a software upgrade or significant configuration change.
Fix(ed)	The repair or replacement of object or executable code versions of product to remedy an <i>Error</i> .
Information	Any idea, data, program, technical, business, or other intangible information, however conveyed.
Intellectual Property	Patents, copyrights, trademarks, and/or trade secrets whose owners have rights at law or in equity to exclude others from exploiting such property.

Level 1 Support	Ability to provide general post-sales product information; hardware and software configuration; questions on upgrade <i>Support</i> ; collect relevant technical problem identification information; perform base problem determination; provide basic <i>Support</i> on the standard protocols and features. This level of support is included in both Standard and Premium Software Maintenance.
Level 2 Support	Ability to provide <i>Level 1 Support</i> plus the ability to resolve the majority of misconfigurations, troubleshoot and simulate complex configuration, hardware, and software problems; support problem isolation and determination of product specification defects; provide lab simulation and interoperability and compatibility testing for new software and hardware releases prior to being deployed into a Customer production network; define an action plan; provide advanced <i>Support</i> on all protocols and features; have the ability to analyze traces, diagnose problems remotely, and provide <i>KnowledgeLake</i> with complete steps to reproduce a problem. This level of support is included in both Standard and Premium Software Maintenance.
Level 3 Support	Ability to provide <i>Level 1</i> and <i>Level 2 Support</i> plus the ability to provide software enhancements such as patches and Hotfixes, fixing or generating workarounds that address software bugs; troubleshoot bugs that were not diagnosed during <i>Level 2 Support</i> ; work with Customers to resolve critical situations; and building action plans with Customers to address complex issues. This level of support is included in both Standard and Premium Software Maintenance.
License Key	Key provided by <i>KnowledgeLake</i> , which activates the <i>Software</i> and enables the <i>Software</i> to operate.
Major Release	A release of a piece of software which is not merely a revision or a bug fix release but which contains substantial changes (e.g., an overhaul of the interface, change in compatibility).
Maintenance Release	Also known as a hotfix, and labeled by the revision portion of the release attributes. Maintenance releases do not provide any new functionality, only fixes to the previous versions.
Minor Release	A release of a piece of software which provides enhancements to a Major release and fixes bugs in previous Major, Minor and Maintenance releases.
Premium Support	Technical Support Coverage on a 24x7 basis available to qualifying customers. 24x7 support is only available to qualifying customers with an active premium support contract in place.
Problem Resolution	The use of reasonable commercial efforts to resolve the reported problem by the following methods: a. The reported <i>Error</i> is corrected by reinstalling the <i>Software</i> ; or b. A solution has been generated in the form of a tested Hotfix or a new image that corrects the <i>Error</i> without causing major additional problems, the solution was delivered to <i>Customer</i> , was successfully installed, the solution has worked, and the <i>Service Request</i> was closed; or c. An <i>Error</i> and its cause has been identified, however, a correction was not generated because <i>Customer</i> and <i>KnowledgeLake</i> have agreed that a preliminary analysis of the correction indicates that a Hotfix may cause unknown and/or serious regressions or subsequent problems due to constraints in the design and/or implementation of the affected <i>Software</i> ; or d. <i>Customer</i> and <i>KnowledgeLake</i> agree that the <i>Software</i> conforms to design specifications and need not be changed; or e. The <i>Software</i> conforms to design specifications and <i>Customer</i> and <i>KnowledgeLake</i> jointly agree that the <i>Error</i> will be treated as a request for new features, functionality, or enhancement and will be considered for future implementation according to the <i>KnowledgeLake</i> development schedule; or

- f. The *Software* conforms to design specifications and will not be changed, but the *Error* exists in the documentation and the appropriate documentation will be corrected and/or clarified; or
- g. The *Error* has only occurred once and *Customer* agrees that adequate time and effort has been expended and that the *Error* could not be reproduced; or
- h. A workaround is delivered to and accepted by *Customer* as a final solution and the *Service Request* is closed; or
- i. *Customer* and *KnowledgeLake* agree that *KnowledgeLake* will correct the *Error* in a future release of the *Software* when *Customer* and *KnowledgeLake* have determined that the *Error* cannot be economically or feasibly resolved and requires a redesign of the product or rewrite of the segment of code or image; or
- j. *Customer* and *KnowledgeLake* jointly concur that further effort is not warranted; or
- k. *Customer* and *KnowledgeLake* agree that the *Software* does not cause the *Error*

Respond	Addressing the initial request and taking ownership of the issue.
Response Time	The amount of time elapsed between the initial contact by <i>Customer</i> to <i>KnowledgeLake</i> TAC and the returned response to <i>Customer</i> by <i>KnowledgeLake</i> Technical Support staff.
Service Request	A single issue opened with <i>KnowledgeLake</i> Technical Support. The ticket number assigned via a web support request identifies the <i>Service Request</i> . Support requested via the telephone will result in TAC opening a support ticket on <i>Customer's</i> behalf.
High Severity Error	An <i>Error</i> isolated to <i>Software</i> that renders product inoperative or causes the product to fail catastrophically; e.g., major system impact, system down. A reported defect in the licensed product, which cannot be reasonably circumvented, in which there is an emergency condition that significantly restricts the use of the licensed product to perform necessary business functions. Inability to use the licensed product or a critical impact on operations requiring an immediate solution.
Medium Severity Error	An <i>Error</i> isolated to <i>Software</i> that substantially degrades the performance of the product or materially restricts business; e.g., moderate system impact, system hanging. This classification is a reported defect in the licensed product, which restricts the use of one or more features of the licensed product to perform necessary business functions but does not completely restrict use of the licensed product. Ability to use the licensed product, but an important function is not available and operations are severely impacted.
Low Severity Error	An <i>Error</i> isolated to <i>Software</i> that causes only a minor impact on the use of the product; e.g., minor system impact, performance/operational impact. The severity level three defect is a reported defect in the licensed product that restricts the use of one or more features of the licensed product to perform necessary business functions. The defect can be easily circumvented. The <i>Error</i> can cause some functional restrictions, but it does not have a critical or severe impact on operations.
Low (All Other Requests)	A reported anomaly in the licensed product that does not substantially restrict the use of one or more features of the licensed product to perform necessary business functions. This is a minor problem and is not significant to operation. An anomaly may be easily circumvented or may need to be submitted to <i>KnowledgeLake</i> Research and Development as a request for enhancement.
Software	The object code version of the intangible information constituting one or more computer or apparatus programs and the informational content of such programs, together with any documentation supplied in conjunction with, and supplementing such programs, the foregoing being provided to <i>Customer</i> by way of electronic transmission or by being fixed in media furnished to <i>Customer</i> .
Software Maintenance	Yearly fee that provides access to modifications, corrections, and/or updates to <i>Software</i> ; including Hotfixes, Service Packs, Feature Packs, and/or Major upgrades, provided to <i>Customer</i> by way of electronic download via support website. Current <i>Software Maintenance</i> is a prerequisite for all <i>Customer Support Contracts</i> . <i>Support Maintenance</i> shall consist of two services (1) technical support from 8:00 a.m. – 5:00 p.m. CST/CDT,

Monday through Friday during normal business days and (2) the right for Licensee to receive all new releases of the Software. These releases are intended to correct errors, support new releases of the operating systems with which the Software is designed to operate, add significant functional capability, and support new input/output devices, or provide other incidental updates and corrections.

Electing to not renew maintenance by the due date will result in loss of access to KnowledgeLake's Support Portal and telephone support and the inability to upgrade any KnowledgeLake products. To regain access to support, all back maintenance plus a 25% reinstatement fee will be required. Please contact the KnowledgeLake Accounting department at 888.898.0555 if you have any questions regarding this matter. In addition, a nominal fee may be assessed if a non-maintenance customer's product activation key requires adjustment to accommodate a reinstall.

When software releases enter "Best Effort Support" category, customer will be notified with 1 year notice and it means that we will do our very best to support these legacy products, but operating systems, hardware and general environmental changes make it more difficult to do so in a timely fashion and may occasionally result in our inability to do so without a product upgrade. Support purchased shall commence on the date that Licensee is in receipts of the Software. Support may be renewed annually at the option of the parties.

TAC

Technical Assistance Center is a telephone, Web, and email request handling service staffed by *KnowledgeLake Support* personnel providing assistance with diagnosis and resolution of defects and/or failures in *KnowledgeLake* products to conform to *KnowledgeLake* published documentation when the products are installed and operated according to *KnowledgeLake Software* specifications.

Workaround

A change in the followed procedures or data to avoid error without substantially impairing use of the product.

CONTACTING TECHNICAL SUPPORT BY WEB REQUEST

URL: <http://support.knowledgelake.com>

To access the Web request, *Customer's Designated Contact* must log into the support site and select the 'Submit a Ticket' link located on the home page. Complete the request form with all of the appropriate information about your issue and submit the request. You will automatically be assigned a Ticket Number associated with your *Service Request*. Failure to provide all requested information may hinder *KnowledgeLake* in its ability to bring resolution to an issue in a timely fashion.

CONTACTING TECHNICAL SUPPORT BY TELEPHONE

1-888-898-0555 for Technical Support customers.

An Automatic Call Distribution System (ACD) will prompt you to make selections. At the prompts, please select appropriate options for your organization.

At this point, you will be directed to a *TAC Team Member*. You will be asked for your email address registered with your organization's User Center Account and you will be verified as a *Designated Contact*. After this, the *TAC Team Member* will create a *Service Request* on *Customer's* behalf.

CONTACTING TECHNICAL SUPPORT BY EMAIL

KnowledgeLake does not recommend opening a *Service Request* via email. All requests should be opened in accordance with [CONTACTING TECHNICAL SUPPORT BY WEB REQUEST](#) or [CONTACTING TECHNICAL SUPPORT BY TELEPHONE](#). If you must submit a *Service Request* via email, please email techsupport@knowledgelake.com.

Correspondence on an open *Service Request* may be made via email, as long as the *Customer Designated Contact* writes a reply to emails received from the *KnowledgeLake TAC*.

PLEASE NOTE: If you do not receive an email reply acknowledging receipt of your email correspondence within two (2) hours, you should assume that the email link is down and proceed to make a voice call to the *TAC*.

TECHNICAL SUPPORT SERVICE LEVEL AGREEMENT OPTIONS

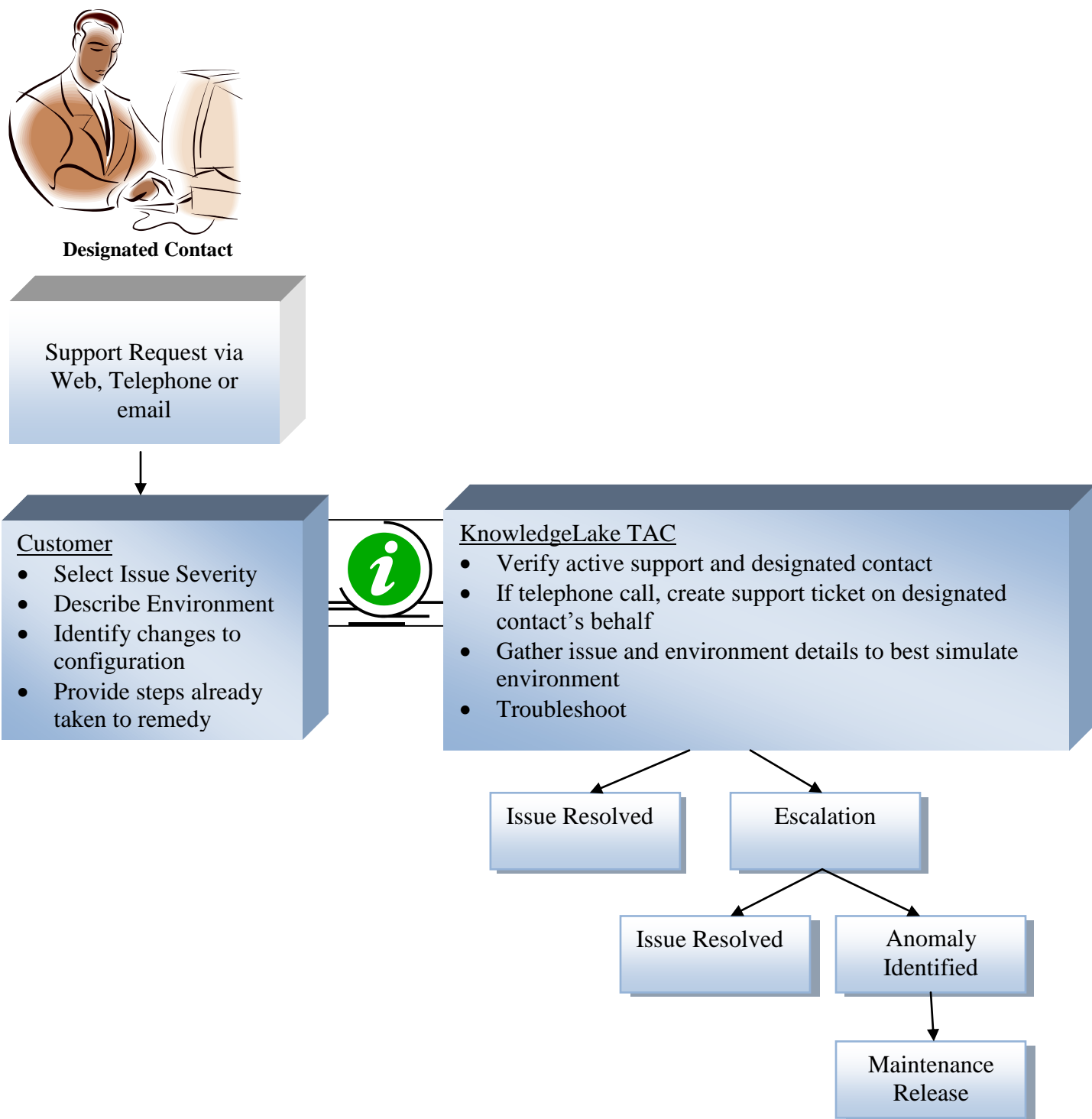
KnowledgeLake agrees to use commercially reasonable efforts to respond to *Customer* inquires based on the SLA and severity of the issue as follows:

	Standard	Extended	Premium
Hours of Coverage	Monday – Friday 8:00 a.m. – 5:00 p.m. Central Standard Time <i>Excluding published holidays</i>	Monday – Friday 8:00 a.m. – 5:00 p.m. Central Standard Time <i>Excluding published holidays</i> Include support outside of normal business hours when coordinated 24 hours in advance and customer agrees to pay current hourly consultant rate.	Sunday - Sunday 24 x 7
Support Channel	Web and Phone	Web and Phone	Web and Phone Emergency Phone Number initiation during non-business hours.
Number of Cases	Unlimited	Unlimited	Unlimited
Initial and Ongoing Response Time			
High Severity	4 business hours	4 business hours	2 hours
Medium Severity	6 business hours	6 business hours	4 hours
Low Severity	1 business day	1 business day	1 business day
Low (All Other Requests)	1 business day	1 business day	1 business day

SERVICE REQUEST CLOSURE

KnowledgeLake agrees to use commercially reasonable efforts to work with the *Customer* for *Problem Resolution* for an issue in accordance with the specifications of this *TECHNICAL SUPPORT POLICY*. Timely efforts must be made by all parties involved. If communication from *Customer* ceases without notice, after five (5) business days, *KnowledgeLake* may, upon notice, close a *Service Request* due to inactivity on the part of the *Customer*. A *Service Request* may be reopened within thirty (30) consecutive days of closure. Once a *Service Request* is closed for 30 consecutive days, this issue will be considered permanently closed, and it cannot be reopened. If further work is necessary, a new *Service Request* will be opened, and all pertinent materials may need to be resubmitted before work can continue.

TECHNICAL SERVICE FLOW CHART



ACCESS TO SOFTWARE MAINTENANCE DELIVERABLES

Designated Contact is entitled to access the restricted *KnowledgeLake* Download Section. This access is restricted for the sole use of the *Customer's Designated Contacts*. *Software Maintenance* includes software product upgrades, Feature Packs, Service Packs, and Hotfixes for the contract term. Major Releases, Service Packs, Feature Packs and Hotfixes are conveniently available for electronic download.

<http://support.knowledgelake.com>

SOFTWARE VERSIONS COVERED

KnowledgeLake will provide *Support* for the current *Major Release* and the *Maintenance Release* of the *KnowledgeLake Software*. *KnowledgeLake* agrees to use reasonable commercial efforts in providing *Customer* with telephone, Web, and email request assistance for all of the *Software* versions covered. *KnowledgeLake TAC* team members may refer *Customer* to *Maintenance*, *Minor*, and/ or *Major Release* to resolve an issue.

MAJOR, MINOR AND MAINTENANCE RELEASES

Maintenance Releases (also known as a Hotfix) are created to resolve specific *Software* anomalies or to resolve specific configuration issues. If a Hotfix is for general release, it will be published in the Download section of the *KnowledgeLake* Support Services Web page.

Minor Releases are released periodically to introduce new functionality to the existing software and may also include general software updates.

Major Releases are released less frequently not merely as a revision or a bug fix release but which contains substantial changes (e.g., an overhaul of the interface, change in compatibility).

<http://support.knowledgelake.com>

Current software maintenance is required in order to obtain and install major, maintenance and minor releases for specific *KnowledgeLake* products.

ESCALATION

Some work items (especially those associated with critical situations) may need to be expedited. When this becomes the case, *Customer* will notify *KnowledgeLake* of the critical situation and *KnowledgeLake* will agree to work with *Customer* on providing the appropriate solution for each critical situation. If appropriate, *Customer* can also contact the Service Account Coordinator.

If *KnowledgeLake* determines that sufficient information has been provided by *Customer* and the escalation is accepted, work on resolving the escalation begins in accordance to *KnowledgeLake* standard business practices. *KnowledgeLake* will provide an action plan to *Customer*. Each action plan should include the following information:

- 1 Problems statement, including early evaluation of possible resolution
- 2 Confirmation, when possible, that *KnowledgeLake* can reproduce the problem
- 3 Problem status
- 4 Actions required
- 5 Who needs to perform the actions (where "who" may refer to *KnowledgeLake*, *Customer* assets, other vendors, etc. It does not necessarily require the identification of a specific person)
- 6 Projected date for resolution (when possible)

INTERNAL KNOWLEDGE LAKE ESCALATION PROCESS

When an issue needs internal escalation, an issue receives a combination of increasing levels of engineering expertise and higher levels of management.

Once an issue is internally determined to be receiving the appropriate level of engineering and managerial attention in accordance with *KnowledgeLake* standard business practice then that issue need not be escalated to a higher resource level until the severity of the issue increases or progress toward resolution ceases or is unduly delayed.

MANAGER ESCALATION PROCEDURE

Regardless of the total elapsed time of an outstanding *Service Request*, the point of escalation is initiated at the engineering level, escalated to the Team Lead(s), followed by Manager(s) of the Support and/or Development teams.

Should an issue require managerial attention, any Technical Services team member will, upon request from the *Customer*, connect *Customer* to a manager directly. The formal manager escalation path for all *KnowledgeLake* office locations is as follows:

1. Technical Lead(s)
 - Technical Support Lead
2. Manager(s)
 - Support Team Manager
 - Development Manager

If the *Customer* does not feel that the issue is moving forward in an appropriate timeframe to closure, the first action should be to call the *TAC* and speak with a *TAC* Team Member.

CUSTOMER OBLIGATIONS

Customer agrees to the following:

- 1 *Customer* agrees that contact with *KnowledgeLake* Technical Support will be through the specified *Designated Contacts*.
- 2 *Customer* agrees to limit *Designated Contacts* to a maximum of two.
- 3 *Customer* agrees the *Designated Contacts* have successfully completed *KnowledgeLake* training.

NAMED DESIGNATED CONTACTS

KnowledgeLake requires that *Designated Contacts* be identified in the *KnowledgeLake* User Center with person-specific email addresses.

- 1 It is important to know and authenticate with whom *KnowledgeLake* is working. Person-specific email addresses assist in identifying valid contacts
- 2 *Designated Contacts* are named contacts within the *Customer* User Center Account
- 3 *Designated Contacts* have successfully completed *KnowledgeLake* training
- 4 Access to *Software* downloads is a deliverable to *Designated Contacts*

NONCONFORMANCE

If *Customer* is unable to complete, or requires assistance in, the diagnosis of a reported problem, then *KnowledgeLake* can aid *Customer* to perform a diagnosis. If *KnowledgeLake* determines the problem is due to nonconformance to published specifications of a *Software* version, or another substantial *KnowledgeLake*-related problem, then *KnowledgeLake* shall provide any *Software* fix for the reported nonconformance that may be available at the time the problem is reported. If there is no such available fix, *KnowledgeLake* shall use reasonable commercial efforts to remedy such nonconformance, which may include a *workaround* or other temporary fix to the *Software*. If a *workaround* or other temporary fix to the *Software* is provided, *KnowledgeLake* shall make reasonable commercial efforts to include it in a subsequent *Software* updates.

REPORTING NON-KNOWLEDGELAKE ERRORS TO CUSTOMER

Upon working the *Service Request* in normal processes and with appropriate management review, if at that point *KnowledgeLake* believes that a problem reported by *Customer* may not be due to an error in the product, *KnowledgeLake* will so notify *Customer*. At that time, *Customer* may (1) instruct *KnowledgeLake* to proceed with problem determination at its possible expense as set forth herein or (2) instruct *KnowledgeLake* that *Customer* does not wish the problem pursued at its possible expense. If *Customer* requests that *KnowledgeLake* proceed with problem determination at its possible expense and *KnowledgeLake* determines that the error was not due to the error in the product, *Customer* shall pay *KnowledgeLake*, at the *KnowledgeLake* then-current standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. *Customer* shall not be liable for:

- 1 Problem determination or repair to the extent problems are due to anomalies in the *KnowledgeLake* product
- or
- 2 Work performed after *Customer* has notified *KnowledgeLake* that it no longer wishes problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by *KnowledgeLake*). If *Customer* instructs *KnowledgeLake* that it does not wish the problem pursued at its possible expense or such determination requires effort in excess of *Customer* instructions, *KnowledgeLake* may, at its sole discretion, investigate the anomaly with no liability therefore

PARTNER CHANNEL

The support determination for customers of *KnowledgeLake* partners is maintenance recipient. If customer pays software maintenance to Partner, then Partner is responsible for supporting customer. If customer pays software maintenance to *KnowledgeLake*, then *KnowledgeLake* is responsible for supporting customer.

EXCLUSIONS

KnowledgeLake shall have no obligation to *Support*:

- 1 Altered, damaged, or modified product or any portion of the product incorporated with or into other *Software* not specifically approved by *KnowledgeLake*;
- 2 Product that is not the current *Major Release* or *Maintenance Release*;
- 3 Custom code components added to Product
- 4 Product problems caused by *Customer* negligence, misuse, or misapplication, use of product other than as specified in the *KnowledgeLake* user manual, or in any other causes beyond the control of *KnowledgeLake*;
- or
- 5 Product installed on any computer hardware that is not supported by *KnowledgeLake*;
- 6 Product not purchased from the *KnowledgeLake* Price List

KnowledgeLake shall have no obligation to *Support Customer* if:

- 1 *Customer* annual maintenance has expired without renewal
- 2 *Customer* has not named a *Designation Contact* who has successfully completed KnowledgeLake training.
- 3 *Customer* who has not attended KnowledgeLake training
- 4 *Customer* is paying software maintenance exclusively to a KnowledgeLake Partner.

OFFICE LOCATIONS

Worldwide Headquarters: **KnowledgeLake, Inc.** 3 CityPlace, Suite 700, St. Louis, MO 63141

Main Tel: 888-898-0555 Main Fax 314-898-0501

KnowledgeLake Web Site: <http://www.knowledgelake.com>

Technical Support Web site: <http://support.knowledgelake.com>

KNOWLEDGELAKE 2010 HOLIDAYS

4/2	Good Friday
5/31	Memorial Day
7/5	4 th of July
9/6	Labor Day
11/25 - 11/26	Thanksgiving
12/27 – 12/31	Christmas/New Year