



EXHIBIT A: VELOSIMO SUPPORT AND MAINTENANCE POLICY

This Agreement describes the Velosimo support and maintenance policy pursuant to a Velosimo order form referencing this Agreement (“Order Form(s)”) and sets forth the basic terms and conditions. This Agreement shall govern Customer’s initial purchase as well as any future purchases made by Customer which reference this Agreement. Velosimo provides the Products and Services listed on an Order Form on a subscription basis. The term of each Subscription is designated in the applicable Order Form.

I. Parameters

- a. **Service Availability:** Velosimo's goal is to have all of the material functions of the Services (including without limitation, Customer's web-based administrative functions) available for access by Customer Users 100% of the time during the peak business hours of 5:00 a.m. through 6:00 p.m., Pacific time, Monday through Friday. Velosimo will schedule to occur outside of these hours any planned maintenance that requires, or that Velosimo believes is likely to result in, the unavailability of one or more material functions of the Services.

II. Handling of Support and Maintenance Requests.

- a. **Contact Information and Procedures:** Velosimo' s normal business hours are 6:00 a.m to 6:00 p.m Pacific Time, Monday through Friday, excluding holidays observed by the US Federal Government. Support or maintenance requests delivered outside of these normal office hours are treated as received by Velosimo at the opening of business on the next Velosimo business day. Requests for help desk support or assistance in the resolution of Problems (as defined below) with the Services may be delivered by telephone or e-mail at the following addresses:
 1. For Code 4 Problems (as defined below)
 - a. e-mail: support@velosimo.com
 2. For Code 1, 2 and 3 Problems (as defined below)
 - a. e-mail: support@velosimo.com
 - b. Telephone: 801.613.1952
- b. **Response to Support and Maintenance Requests:** "Problem" means a continuing or recurring problem experienced by Customer in accessing or using the Services. Velosimo will respond to reported Problems and to requests for help desk support in accordance with the time frames and effort levels set forth below based on the Severity Code that Customer assigns to the request pursuant to the criteria set forth below.
- c. **Exclusions.** Velosimo is not responsible for correcting reported Problems that result from the actions, equipment, or software of Customer or any Customer User or that otherwise result from events that are outside of Velosimo's reasonable control, including any failure of access circuits to (other than those caused solely by Velosimo), the unavailability of, or interruption or delay in, telecommunications, power or other third party (excluding Velosimo' s subcontractors), or any third party software, or any other Force Majeure Event.



- d. **Security.** The parties expressly recognize that it is impossible to maintain flawless security, but Velosimo and Customer shall take reasonable steps to prevent security breaches. If Customer or Velosimo becomes aware that an unauthorized party has accessed Customer Information, or that Harmful Code that has infected Velosimo's server files, then the party that discovered the security breach or the Harmful Code shall attempt to notify the other party of the occurrence as soon as is reasonable. "Harmful Code" means computer instructions whose purpose is to disrupt damage or interfere with use of Velosimo's or Customer's computer and telecommunications facilities, including without limitation, any automatic restraint time-bomb, trap-door, virus, worm, Trojan horse, or other harmful code or instrumentality that will cause the Services or any Customer or Velosimo software, hardware or system to cease to operate or to fail to conform to its specifications. Velosimo shall take reasonable precautions to previous stop, find and eliminate the spread of all viruses and worms on its servers. Velosimo may, at its discretion remove or delete infected Customer files from the server, with or without advance notice to Customer in order to prevent additional damage to the servers In such event, Customer shall not be entitled to any setoff, discount refund or other credit. Velosimo will attempt to contact Customer as soon as possible if this occurs.

- e. **Emergency Contacts.** Velosimo shall deliver to Customer and keep current a list of persons and telephone numbers ("Calling List") for Customer to contact in the case of Code 1 or Code 2 Problems occurring after Velosimo's regular business hours, or if telephone support described above is unavailable. The Calling List shall include: (a) the first person to contact if a question arises or error occurs and (b) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. In the event that Velosimo fails to respond promptly to any request by Customer for telephone consultative service, Customer may then attempt to contact the next more responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

- f. Velosimo will respond to reported problems and to requests for help desk support in accordance with the time frames and effort levels set forth below based on the Severity Code that Customer assigns to the Problem pursuant to the criteria set forth below.

Severity	Description of Severity	Response Time	Resolution Time
Level 1 Critical	Critical issue occurring on production system preventing business operations. A large number of users are prevented from working with no reasonable workaround.	Velosimo will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the Problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the Problem has been diagnosed and/or replicated or provided there is a client representative available to assist with issue diagnosis and testing during the resolution process.



Level 2 High	Major issue occurring on production system severely impacting business. A large number of users are impacted by issue, but they are still able to work in a limited capacity.	Velosimo will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 2 business days.	Upon confirmation of receipt, Velosimo put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the Problem has been diagnosed and/or replicated.
Level 3 Medium	Issue causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	Velosimo will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Upon confirmation of receipt, Velosimo will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the Problem has been diagnosed and/or replicated.
Level 4 Low	Issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	Velosimo will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 7 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.