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# Maintenance and Support Policy

## Insight Enterprise v6

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Insight Decision Solutions Inc.  
8920 Woodbine Avenue, Suite 205  
Markham, ON, L3R 9W9, Canada

[www.insightdecision.com](http://www.insightdecision.com)

905 475 3282

# Insight Decision Solutions

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## INTRODUCTION

### Insight Maintenance and Support

Maintenance and Support includes:

- System Updates
  - Upgrades to new releases<sup>1</sup>
  - Product updates and revisions
  - Interface updates and revisions
- Technical Support
  - Phone, e-mail, online
  - Assistance with the installation and re-installation of the software
  - Assistance with data manipulation, duplication or restoration where data has been affected by software errors
  - Periodic review of the installation to identify and correct defects on a preventive basis, including building of partitions if required.
  - Diagnose the cause of Software failures;
  - Correct Software defects (using all reasonable efforts)
- Training and Documentation
  - Documentation updates
  - Introductory training
  - Insight's knowledgebase information on Technical Support Frequently Asked Questions website
- Three party escrow
- Preferential consulting rates

### Software Maintenance and Support Service

By Phone: 1-905-475-3282

By email: [support@insightdecision.com](mailto:support@insightdecision.com)

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<sup>1</sup> From time to time upgrades require additional source data extract and transformations, support for these transformations can be provided at additional cost.

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Regular Support Hours: Monday to Friday 8:00am to 5:00pm Eastern Standard Time (subject to holidays).

Extended support by arrangement.

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## **SYSTEM UPDATES**

### **Software Releases**

New Release - are signified by a change in the integer part of the Version number (e.g. version 2.0 to version 3.0). These releases contain major feature enhancements including new functions, technology, and performance enhancements.

Update Release - Interim releases are signified by a change in the second digit of the Version number (e.g. version 3.1 to version 3.2). Update releases are delivered only to customers who have requested one of the feature enhancements covered by the release.

Revision - Updates and bug fixes are signified by change to the build number following the software version number (version 4.1 b to version 4.1 c) Bug fixes are delivered only to customers who have reported that they have encountered one of the problems addressed in the release. Updates and bug fixes may be grouped into Service Packs that are numbered sequentially for each release (e.g. version 4.1 Service Pack 1).

### **Prior Versions**

Insight recommends upgrading to new releases as they become available. Insight full support for the current release of its products and the previous release (with updates and revisions) (e.g. version 2.0 to version 3.0).

Earlier versions will be supported if a continuous support agreement has remained in effect although the scope and response times will be subject to individual agreement.

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## **TECHNICAL SUPPORT**

### **Software Maintenance and Technical Support Terms**

Insight provides Support services for problems that are demonstrable in the applicable release of Insight's licensed products running unaltered on a platform with a configuration in compliance with our documented recommendations.

### **Technical and Business Contacts**

The customer must designate a Technical Contact and a Business Contact, to serve as liaisons with Insight. The designated contacts are the primary liaison between the customer and Insight for all software product support and shall be based at the customer's premises. These contacts will assist in diagnosing and assessing the business impact of any issue. The business contact is also important as the reported issue may be due to lack of familiarity with a company's own definitions or may identify the need for further training on the system.

To avoid interruptions in support services, customers must notify Insight whenever their Technical Contact responsibilities are transferred to another individual. The customer shall ensure that each of the contacts are trained on the system and that the Technical Contact has sufficient technical knowledge regarding the environment and the Business Contact has sufficient business knowledge.

### **Support Process**

#### **Problem Reporting**

Each request that comes into the Insight Support team by any medium (e.g. telephone, e-mail) is logged by the assigned Support Representative or Account Manager.

#### **Problem Resolution**

There are several ways an issue may be resolved:

- If the solution to the question is an explanation of how to use the system it will be recorded as Training and the support request closed. Otherwise the issue will be prioritized based on severity and passed to technical support.
- If the problem is passed to technical support, the goal of the technical support team is to find a satisfactory solution as quickly as possible. This may involve a workaround until it is convenient to implement a permanent solution.
- If the problem cannot be reproduced, it will be logged so it can be addressed when further information becomes available.

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## **Priority and Escalation**

The standard response time is two business hours, meaning this is the time it takes Insight Support to get back to the customer, agree on priority and advise of steps being taken towards resolving the problem.

- Severity 1 - problems which are preventing you from making operational use of the Software. If any such problems are not resolved within eight business hours Insight will dedicate R&D resources to help resolve the problem as soon as possible.
- Severity 2 - problems having a significant adverse impact on your use of any critical functions of the Software. If any such problems are not resolved within sixteen business hours Insight will dedicate R&D resources to help resolve the problem as soon as possible.
- Severity 3 - problems which result in minimal impact to the use and operation of the Software. Insight will devote best efforts to resolving the issue in a timely manner so as to minimize future impacts.

It is important that the severity is not overstated as the impact of the resolution will be guided by this.

For help in gathering information and testing problems that are classified as Severity 1 or 2, Insight requires the Technical Contact to be available during business hours, while resolving the problem.

## **Information Customers Need When Calling Support**

Before Insight can begin work on any problem, complete information on the nature and location of the problem is required. Whenever an error report or call is placed to Insight, the following information should be provided:

- Details of the person experiencing the problem, including phone number and email address
- The operating system, Internet Explorer and Office version on the PC being used
- The software version number and build number that this call concerns
- A detailed description of the problem, including any program error messages associated with the problem (screen captures would be helpful)
- Any steps you have taken in attempt to solve the problem

You will be asked whether this is a new or ongoing call, if it is an ongoing call we will need to know when the original call was placed.

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The Business Contact will be asked to provide input on prioritizing the issue.

If you do not have a support agreement on the software for which you are calling, written management approval will be required before support activity can commence.

Logs – Insight keeps logs so should the client.

### **Limit of Support Scope**

Insight is only responsible for providing support for the failure of the Insight System to materially conform to the functional specifications as set forth in the applicable product documentation.

A nonconformity is not considered an error if it results from

(a) the Insight software being combined or merged with any hardware or software not supported by Insight; or

(b) the error is caused by Customer's misuse or improper use of the Insight software; or

(c) if the error cannot be reproduced in an unmodified version of the Insight software product running on the applicable platform.

(d) operator error or hardware failure; or

(e) failure to follow the procedures outlined in the Software Documentation provided by Insight;

(f) modifications made to the software by any person other than Insight, or modifications made to the hardware or operating system;

Insight will attempt to verify the error by replicating it on our support servers. In such cases, the customer will provide Insight with all the necessary information components to replicate the problem on our support servers. Insight will attempt to resolve the problem on our support servers before deploying the solution at the customer location. If Insight is unable to replicate the error on its support servers it is likely to be an error outside of the scope of the support agreement. In such a case Insight will notify the customer before continuing to investigate the issue; Insight will then proceed on a time and materials basis unless, at Insight's discretion, it is felt that the issue is within scope.

### **Consulting**

Any consulting work, beyond the technical support and training defined above, carried out by Insight will be on a time and materials basis. Clients under a support agreement receive preferential rates.

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## **TRAINING**

Insight recognizes the importance of training and training will be planned as part of the initial roll out of the system.

### **New Employees**

For new employees, introductory training is included under the support agreement. This training may be delivered at your location, at Insight's office or via the internet. If the training is delivered at your location, you will be responsible for travel costs.

### **Extended Training**

Specialized topics and extended training is available on either a time and materials basis or a 'per course' basis. A Training Course consists of the delivery of multiple modules over three to four days. A day is allowed for preparation, so in total this is equivalent to a week of the trainer's time.

A week long training course may focus on a few users covering multiple modules, or several groups covering the same material.

The recommended class size is three to ten participants.

As with the introductory training, classes may take place at the customer's location, at Insight's office or via the internet. If the training is delivered at your location, you will be responsible for travel costs.

The available training is defined in the Training Syllabus.

### **Documentation and Knowledge Base**

Insight maintains a web based document library covering system and user documentation. Access to this is included with the support agreement.



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## ESCROW

The purpose of an escrow agreement is to provide additional security to the licensees of our software. While the software license agreement gives licensees rights to the software, including the right to use the source code in the event of Insight becoming insolvent, the escrow arrangement ensures that the licensee has access to the source code. This is achieved by involving a third-party, the escrow provider, who holds a copy of the source code in trust in case it is needed.

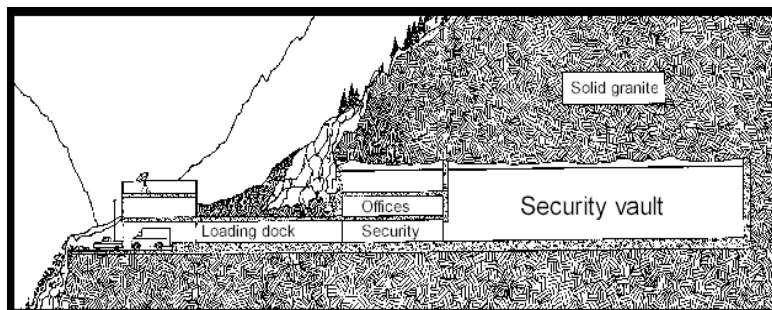
### Escrow Provider and Facilities

Insight has set up a multiple beneficiary escrow agreement with EscrowTech, one of the leading providers of software and technology escrow services.

For added security the escrow agreement has been set up with “two site” storage for Deposit Materials.

One copy or set of the Deposit Materials is stored in a dedicated, secure and electronically monitored storage facility within EscrowTech’s Data Center Building. A second copy or set of the Deposit Materials is stored in EscrowTech’s space within the Perpetual Storage Vault located in Little Cottonwood Canyon near Salt Lake City.

The vault is located deep within the Rocky Mountains and combines the natural security of solid granite with advanced man-made storage and security technology:



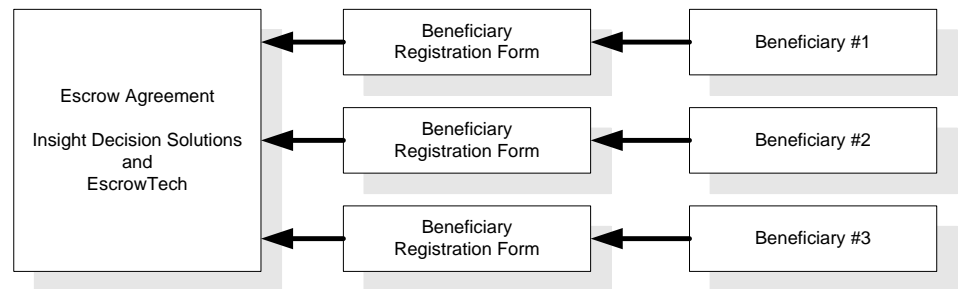
The Perpetual Storage Vault is dedicated to vital record and information storage and has the following attributes:

- This fireproof vault is constructed of concrete and steel and is drilled into a solid granite mountain.
- The vault's fire retardant construction is supported by ionization detectors and halon extinguishers.
- The location of the vault protects it from floods, earthquakes, fires, and man-made disasters.

- The vault maintains its own independent power source as well as temperature and humidity control and air filtration.
- The vault is supported by a 24-hour armed security force and 24-hour electronic surveillance. The entrance to the vault is protected by three separate security gates and a 12,000 pound door.

### Escrow Agreement for Insight Enterprise

The named beneficiary escrow agreement with EscrowTech provides much greater security than typical escrow arrangements between just the vendor and the escrow company.



Each beneficiary (licensee party to the escrow agreement) is registered with EscrowTech; both the licensee and Insight sign a Beneficiary Registration Form and deliver it to EscrowTech. EscrowTech confirms each registration to the Beneficiary and Insight. A master software escrow serves all of the Beneficiaries.

The Agreement defines the Deposit Materials, which consist of our source code for the web interface, stored procedures functions, views and scripts, SQL Server database structures, DTS packages' source code, reporting services reports, and the database structure for analysis services databases. Custom code developed for individual clients is not included as you will have the full source code on your servers. The Deposit Materials are the same for each Beneficiary, meaning all clients will have access to all versions of the source code, including more recent releases.

In the event of bankruptcy by Insight the source code will be released to the beneficiaries and may be modified to support the ongoing needs of your business.

The escrow agreement is part of the support agreement and remains in effect as long as the support fees are paid. All set up and annual registration fees are included in the support fees. In the event of material being released to the beneficiaries a release fee (currently US\$100) is payable to EscrowTech by the beneficiary.

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## **SUPPORT AGREEMENT**

Software Maintenance and Technical Support services are provided in annual support periods. The initial Software Maintenance and Technical Support agreement commences when the system goes into production, and will be for a minimum period of two years. Thereafter, Technical Support services may be renewed for successive periods of no less than one year.

Insight tries its best to notify the Customer of renewal information prior to the date for renewal of Software Maintenance and Technical Support Services. Related fees are due and payable quarterly in advance of commencement of the applicable Support Period. Failure to pay Support fees will result in suspension of Insight's Technical Support Services and reinstatement fees will apply.

### **Reinstatement**

In the event that the Annual Software Maintenance and Software Technical Support services lapse, have not been renewed or were never originally procured, a Reinstatement Fee shall be assessed upon re-commencement of the Annual Software Maintenance and Technical Support services equal to the amount of the Software Maintenance and Technical Support fees for the period of lapse plus the annual renewal fee, calculated based on the current Software Maintenance and Technical Support fee in effect at the time of reinstatement. Such reinstatement shall be at the option of Insight and may be subject to additional fees.

### **Additional Information**

Review FAQ's, and discover valuable tips and techniques on Insight's web site. Visit us at [www.insightdecision.com](http://www.insightdecision.com)



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## **CONCLUSION**

Insight aims to provide the best support possible. Support which includes product updates, training and access to latest documentation and knowledge library.

If you have any questions or suggestions please contact your Insight Account Manager.