Appendix A
1Spatial Software Support and Maintenance Agreement

With

<Insert Customer Name Here>

<Insert Customer Logo Here>

Version 1.0

DD/MMM/YY

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Schedule 1

Parties to the Agreement

Licensor: **1Spatial Inc.**
8614 Westwood Center Drive, Suite 450
Vienna, VA 22182

Licensee: *Name*
Address

Installation   *If different from above*
Address:

Place of
Service Delivery: *If different from above*

Agreement Duration

Commencement Date:

Term of the Agreement: The term of this agreement shall be for 1 year from Commencement Date.

Product	Quantity	Description	Third Party Product Y/N	Standard or Advanced Package
1Integrate. And First Engine	1	3 Year Term license for 1Integrate Enterprise Version	N	Standard

Authorisation

Name / Role	Signature	Date
1Spatial Inc.		
[licensee]		

1SPATIAL SOFTWARE SUPPORT AND MAINTENANCE SERVICE LEVEL AGREEMENT

1 Definitions

Term	Description
Beta Program	Early access to software that is undergoing testing and has not yet been officially released.
Commencement Date	Shall mean the date shown in the Contract Renewal Schedule on which software maintenance will commence under the terms and conditions of this Agreement.
COTS Product	Commercial Off-The-Shelf product, software that is ready-made and available for sale.
Issue	A failure, fault, inefficiency or potential enhancement in functionality that produces an incorrect, unexpected or inefficient result in the licensed software or documentation.
Enhancement	Modifications or additions to existing capability within the licensed software and documentation.
Installation address	The location where the licensed software is installed/hosted.
Maintenance	Delivery of licensed software releases made available during the period of this agreement, as defined in Schedule 1 of this agreement.
Remote Access	Remote Access support tools are software which enable a support representative to connect to a remote computer from their consoles via the Internet and work directly on the remote system.
Schedule 1	An addition to the agreement detailing the customer, the licensed software and time period covered by the agreement.
Service Requests	A request for assistance made by the Customer to 1Spatial's Support Desk.
SLA	Service Level Agreement that formally defines the level of service.
Software	Versions of the licensed Software products as defined in Schedule 1 of this Agreement.
Software Release	A release of the licensed software which adds new functionality, corrects faults or otherwise amends or upgrades the product.
Support	Technical support provided by 1Spatial's Support Team to help users resolve specific problems with the licensed software.
Support Case	Refers to the record that is maintained through the lifecycle of a service request.
Support Desk	The centralised Support Desk operated by 1Spatial in accordance with the requirements of the Contract.

Support Lead	A member of the 1Spatial Customer Support team assigned to administer the support element of an individual account.
Support Package	1Spatial offer 3 Tiers of Support Packages – Standard, Advanced and Premium (Bespoke).
Third Party Software	Commercial software developed by a Third-Party vendor, licensed, supported and resold by 1Spatial.
Workaround	A process to address an issue in the software for which a release has not yet been made but which allows the customer to achieve the required result.

2 Product Support and Maintenance

Support and Maintenance cover is provided for cases that can be replicated in the currently supported release of 1Spatial products and Third-Party software, where that product is running on an unaltered, supported hardware, database and operating system configuration. The supported configurations for 1Spatial products and Third-Party software will be specified in the product release notes or installation guides.

Unless otherwise stated this Support and Maintenance agreement applies to the Support and Maintenance for all 1Spatial products and Third-Party software delivered by 1Spatial.

The Standard 1Spatial Support Package provides a Support Desk Service and a Maintenance programme for software. It includes:

- The provision of a Support Desk Service to receive, log and manage the lifecycle of all issues raised against the licensed software

- Access to 1Spatial software specialists to assist with software support and fault diagnosing

- The investigation, diagnosis and resolution of faults arising with software and/or documentation

- Access to the 1Spatial Customer Portal to log, track and update support cases online

- Remote Access Support

- Access to Online Product Documentation

- Delivery of any product upgrades made during the period of this agreement

3 Descriptions of Service

3.1 Standard Software Support

1. 1Spatial provides a centralised Support Desk Service for raising service requests for assistance with the licensed software.

2. The 1Spatial Support Desk will be operated between the hours of 8:00 AM to 5:00 PM (ET time), Monday-Friday, excluding local public holidays.

3. Service Requests include the following:

    - Suspected Software Issues: The customer suspects the Software is functioning incorrectly and requires a software fix

    - Software Support: The customer seeks advice or guidance in the use of the Software for its intended function

4. The customer can request assistance from the Support Desk via email, telephone or online through the 1Spatial Customer Portal.

5. Each new request to the Support Desk will be logged in a Support Desk call-handling system where a unique call reference number will be allocated. An initial response will be provided to each Support Desk request that will detail the unique reference number, a suggested priority and summary of action.

6. 1Spatial will provide email or telephone assistance to the Customer to enable communications with 1Spatial's software specialists during the core hours specified above.

7. Where a fault requires a software or documentation change in a 1Spatial product, an issue will be logged in the 1Spatial internal issue tracking system. The support case status will be updated to 'Awaiting Fix' and the case will no longer be subject to the target resolution times specified in section 4.1.

8. Where a major fault cannot be resolved within the specified time a site visit may be carried out. Unless this agreement provides services days to be automatically drawn upon, arrangements will be subject to negotiation between the Company and the Customer prior to the commencement of any such work.

9. 1Spatial will provide basic support to assist with the installation of the software listed in Schedule 1 of this Agreement. Specialist onsite installation and configuration services are provided as part of the Advanced Support Package or can be procured separately.

10. In order to isolate the issue, 1Spatial reserves the right to request that replication details are provided for a non-customised, 'vanilla' environment.

11. If specialist help is required to debug issues encountered within a customised environment not reproducible in a standard or 'vanilla' environment, the support provided will not be subject to the targeted response and resolution times described in section 4.1

12. Where a fault requires a software or documentation change in Third Party licensed software included in Schedule 1, an issue will be logged with the vendor. 1Spatial is not responsible for the schedule of issue fixes for any Third-Party software but will communicate priorities on behalf of the customer

    Where the issues cannot be replicated or where further assistance is required to troubleshoot the problem, 1Spatial will engage with the vendor to obtain assistance.

13. 1Spatial will pass on suggestions for enhancements to the vendor for supported Third Party software. Although there is no guarantee any suggestion will be included in a future release, suggestions frequently influence product development decisions.

3.2 Advanced Support Package

1Spatial offers an Advanced Support Package for an additional $35,000 which includes the following additional benefits:

1. Inclusive Service Days

- 6 full-service days each year to help you with your consultancy, training or onsite support needs
2. Software Installation Consultant
   - 2 full days access to a dedicated software installation expert
3. Quarterly Service Reviews
   - A service review each quarter attended by your assigned Support Lead and your Account Manager (or other suitable 1Spatial representative). Includes provision of a detailed service report covering the relevant period
4. Software and Service Promotions
   - Benefit from User Group promotions, discounts and special offers on software and services
5. 1Spatial Product Beta Program Membership
   - Be one of the first to hear about and trial the newest 1Spatial software releases*

*Access to Beta releases for software resold by 1Spatial will be determined by the software vendor, although when available, access to such releases can usually be agreed on request.

Terms and conditions for the Inclusive Service and Software Installation Consultant Days:

1. Use of days is by mutual agreement on scope and scheduling
2. Any days must be used within the 12-month term, unused days cannot be rolled over
3. A normal working day consists of 8 hours, it is expected that these will normally be undertaken during normal office hours between 8:00 AM and 5:00 PM ET
4. Excludes local public holidays, i.e. a 1Spatial Consultant will not be available to work on United States public holidays
5. Payment terms are 30 days and 1Spatial's Standard Terms & Conditions for the Supply of Goods and Services applies

3.3 Premium Support Package

The Premium Support Package builds on top of the Advanced Support Package, delivering a tailored service to support and administer 1Spatial and supported Third Party Products across an organisation or within an enterprise solution. This would include the elements from the Advanced Package, and, as example, could include one or more of the following:

- Specific or non-standard service levels
- A greater number of inclusive service days
- Dedicated onsite support
- Specialist remote support services
- Product Roadmap Updates
- Software Patch Releases
- Access to a 1Spatial Technical Lead
- Extended Life Support
- Membership on the 1Spatial Client Advisory Board.

The description of the tailored services provided will be detailed either in a specific contract or in an annex to this agreement. Pricing will include the fees for the Advanced Support Package ($35,000) plus additional fees based upon the desired add-ons.

If you are interested in upgrading to this package, please contact your Account Manager.

3.4 Product Maintenance

1. During the term of this Agreement, 1Spatial shall provide maintenance services to the Customer, any new versions of the Software and/or Documentation issued during the period of this Agreement will be made available to the Customer.

2. Where a Support Case is confirmed as being a reproducible issue, then 1Spatial shall provide an initial response to the Customer, in accordance with response times in section 4.1. The

initial response will detail a unique issue reference number, a suggested priority and summary of action. Priorities will be agreed with the customer.

3. All 1Spatial software releases will be published via FTP. The Customer can download and install the new software directly from the FTP site. Alternatively, the Customer may request a copy of any new 1Spatial software on CD by emailing 1Spatial Support (support@1spatial.com).

4. When vendors of supported Third Party Software issue maintenance or patch releases, 1Spatial will make these releases available for download via the FTP or direct the Customer to the relevant vendor's download site.

5. Any product upgrades during the period of this agreement that relate to the licensed software listed in Schedule 1 of this agreement will be issued to the Customer. All such software releases are accompanied by detailed Release Notes. The Release Notes contain:

- Instructions on upgrading to the new release
- Details of all functionality changes
- Details of the issues fixed in that build relative to the previous build
- Details of any known issues in this release
- Details of changes to public APIs or data structures
- Versions of supported Third Party products

3.5 Product Customization

There are many ways to integrate with and extend 1Spatial products. Our products have extension points that are accessed via APIs, Web Services or scripting languages that allow the integration of Third-Party products or allow the behaviour of the software to be changed. However, our support for use of these customization options is limited.

If you're working to integrate, extend or customise our products and encounter a problem, 1Spatial support are happy to help document and verify whether our Product is working as intended and document any issues.

3.6 Third Party Product Integration

1Spatial products interface with a variety of technologies that are often required for the functioning of our products, such as Third-Party databases, application servers, workflow management systems etc.

1Spatial will make every effort to provide documentation for integration of the required Third-Party software but does not provide support for Third Party software, unless such software has been defined as included in Schedule 1 of this agreement.

3.7 Eligibility

After the active Support and Maintenance period expires, the software will continue to function, but you will no longer be able to access support or maintenance updates. If Support lapses or was not originally purchased with a program license, a reinstatement fee may apply.

4 Service Levels

4.1 Support Case Service Levels

1. The table below set outs the response and resolution time targets for Support Cases, these vary according to the category of Priority. 1Spatial will make all reasonable efforts to achieve them.

Priority Category	Definition	Support Case Response Target	Support Case Resolution Target
P1	The reported error has caused major services to become unavailable, resulting in loss of data, or stopping production.	30 Minutes	4 Hours
P2	The reported error results from software failure causing partial loss of major services but there is no loss or corruption of data.	30 Minutes	8 Hours
P3	The reported error results from apparent failure of certain functions within the software but is not causing an immediate problem to the customer.	60 Minutes	80 Hours
P4	Standard operational assistance is required, or unexpected behaviour has been observed during use of the software.	60 Minutes	80 Hours

Table 1 Support Case response and resolution times

2. Response and resolution times are measured in normal working hours and are dependent on gaining customer co-operation in the diagnosis/analysis of the reported problem.

3. If a Service Request has a P1 or P2 Priority categorisation and is found to be a reproducible software issue, the case will continue to be actively pursued by 1Spatial Support until a workaround solution has been provided. Once a suitable workaround has been established, the support case status will be updated to 'Awaiting Fix' and an issue will be logged on the prioritised Product Backlog in the 1Spatial internal issue tracking system. 1Spatial Support will confirm the issue reference and provide a summary of action. Priorities will be agreed with the customer, but the support case will no longer be subject to the target case resolution times specified in Table 1.

4. Where a service request of Priority P3 or P4 Priority categorisation and is found to be a reproducible software issue, the support case status will be updated to 'Awaiting Fix' and an issue will be logged on the prioritised Product Backlog in the 1Spatial internal issue tracking system. 1Spatial Support will confirm the issue reference and provide a summary of action. Priorities will be agreed with the customer, but the support case will no longer be subject to the target case resolution times specified in Table 1.

5. Where a fault requires a software or documentation change in Third Party licensed software included in Schedule 1, an issue will be logged with the vendor. 1Spatial is not responsible for the schedule of software fixes for any Third-Party software but will relay details concerning the customer's priorities to the vendor.

    *   Where the issues cannot be replicated or where further assistance is required to troubleshoot the problem, 1Spatial will engage with the vendor to obtain assistance.

    *   It should be understood that the targeted resolution times described in Table 1 can be adjusted where additional input is required from a vendor based outside of Europe (e.g. Canada).

6. 1Spatial may revise the Priority category based on an assessment of the call details or availability of a workaround. Any modification to the Priority of a Support Case will be communicated to the Customer.

7. Where a Service Request is agreed by both 1Spatial and the Customer as a feature request or enhancement to existing functionality such calls will not be subject to the target resolution times

specified in Table 1. Resolution of such calls will be evaluated and agreed by both parties on a case by case basis.

- For 1Spatial COTS products the feature request will be placed on the prioritised Product Backlog for consideration in a future Product release. Such feature requests will be closed when either the feature is released as part of the COTS product or if after closer analysis the requested feature is not considered to be a generic requirement of the products user community. In this instance the support case will be closed.

- If the enhancement is requested for a supported Third-Party product, 1Spatial will pass on suggestions to the vendor. Although there is no guarantee any suggestion will be included in a future release, suggestions frequently influence product development decisions.

5 Roles and Responsibilities

5.1 Customer Obligations

1. When submitting Support Desk Requests, the Customer should provide the following information:

   - Confirmation of the product name and version, operating system and hardware (physical or virtual) and, where necessary, the serial number and\or machine key

   - Confirmation of the steps performed leading up to the problem, whether or not the problem is repeatable and if it occurs on a single machine or multiple machines

   - Any error messages, screenshots, data files, configuration files, database dumps or other relevant information required to understand and replicate the problem

   - Details of the impact to users and a suggested Priority in accordance with Table 1

2. Allow access to the system during 1Spatial's normal working hours.

3. Provide, at no charge to 1Spatial, spare media for storage and use by company representatives during a site visit.

4. Agree to keep backup copies of all Software and any relevant system data.

5. Agree to keep and make available to the 1Spatial the actual data causing problems for the Software.

6. Ensure that any staff that have access to the support services described in section 3, have received adequate training for the use of the software listed in Schedule 1 of this Agreement

5.2 1Spatial Obligations:

1. 1Spatial Support Desk will be operated between the hours of 8:00 AM to 5:00 PM (ET), Monday-Friday, excluding local public holidays.

2. 1Spatial will respond to all Support Desk requests made within the period of the agreement as detailed in section 4.1. Where faults in the licensed software are caused by the following, the Support Case will be closed:

   - Negligent use of the Software with other equipment (software or hardware) that negatively impacts the functionality of the Software
   - Faults caused as a result of alterations to, or internal adjustments to, the Software by the Customer not in accordance with 1Spatial written instructions
   - Issues caused as a result of upgrades or updates to Third Party products not supported by 1Spatial and on which the correct functioning version of the Software is reliant.

6 Performance Tracking and Reporting

6.1 Service Monitoring

Internally, 1Spatial actively monitors and manages all customer service requests on a daily basis to ensure customers received their entitled level and quality of service. Where a service request is nearing or has passed its service level target it will be escalated, and appropriate corrective action will be taken.

6.2 Benchmarking, Targets and Metrics

Each Support Case raised by the Customer will be subject to the response and resolution targets as detailed in 4.1 of this document. 1Spatial will make reasonable efforts to resolve and respond within the agreed targets. Actual service level performance delivered to the Customer will be continually measured and reviewed by the 1Spatial Support Manager.