Software Assurance and Support Plan (SASP or SLA)

Introduction
This document describes the levels of service the CLIENT will receive from ScanForce and will apply to both the Perpetual License and the Subscription License.

Scope
This SASP Agreement ("Agreement") applies only to the Product and Professional Services ("Product") described in the Agreement or applicable Order Form. This Agreement does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by ScanForce.

Maintenance and Support will only be provided to clients who are currently enrolled in a purchased plan.

This Agreement includes the following products and services:

Software Assurance	Support Services included
• **Access to critical software product updates, product fixes and patches** • **New software versions – assures compatibility with the latest ERP versions** • **New enhancements and features available to your existing software**	• **U.S. based support during regular business hours*. Requested support outside regular business hours may require additional fees.** • **Unlimited remote support cases** • **Professional and courteous services** • **Software upgrade planning assistance** • **One ScanForce software upgrade per 12-month term. Additional upgrades will require additional fees.** • **Additional training for new features, as needed** • **Installation of any new software licenses on handheld devices purchased from ScanForce** • **Response within 4 hours*** • **Emergency response within 2 hours*** • **After the initial implementation and training, one training session per 12-month term. Additional training sessions will be billable.**

**Response time is measured within ScanForce's regular business hours – 8:30am to 5:00pm Eastern, Monday through Friday.*

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ScanForce support for the Product does not include:

a. Any support issues related to the ERP
b. On-site visits
c. Implementation and training outside regular business hours (additional charges will apply)
d. Software not purchased from ScanForce
e. Hardware glitches or failures whether purchased or not from ScanForce
f. Any IT related issues such as Wi-Fi connectivity, printing, etc.
g. Data backups
h. Custom programming to add features or functionality
i. Design of label formats (additional charges will apply)
j. Any unauthorized changes to the configuration or setup of the software or hardware made by you or others.
k. Software issues related to the client preventing ScanForce from performing required maintenance and updates to the software
l. Issues caused by unsupported mobile devices, equipment or software
m. Circumstances that go beyond ScanForce's control such as hurricanes, floods, war, acts of God, civil unrest, terrorism and other such circumstances

Effective Date and Term

This Agreement will commence on the date the initial Order is accepted by ScanForce and will terminate without further notice upon the expiry or termination of the term specified in the original Order, or current renewal, of the SASP Agreement, which is typically a 12 month term.

Fees and Payment

Client shall pay to ScanForce or its authorized reseller the fees set forth on any Order Form for Annual Maintenance and Support that Client has signed. Unless otherwise stated in such an Order Form, all fees are due upon receipt of ScanForce's or Reseller's invoice. All such fees are non-refundable except as otherwise expressly stated in this Agreement. Customer acknowledges that ScanForce may increase its license and other fees (i.e. in subsequent Order Forms) and therefore fees due for new or additional purchases or Service Plan renewals may be more than a previous purchase.

Automatic Billing – By purchasing licenses for the Software or electing to utilize a recurring payment plan, Client authorizes ScanForce to automatically charge Customer's credit card or bank account on file on a monthly or annual basis, as set forth in any Order Form that Client has signed, until Client terminates this Agreement. Client is responsible for providing ScanForce with its most current billing information.

Contact Support

- All support issues should be submitted via email to support@scanforce.com or by telephone at 305-370-3377.
    - ScanForce's preferred communication method is via email, as this will automatically create a service ticket in our system.
    - Response times apply during ScanForce's standard working hours (8:30am – 5:00pm Eastern Time)
- The support response times listed above do not apply to unscheduled requests made during weekends, holidays, or outside of regular business hours.

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Resolution times
ScanForce will always endeavor to resolve software issues as swiftly as possible. We recognize our software is used in mission critical areas.

However, ScanForce is unable to provide guaranteed resolution times. The nature of software is inherently complex and causes of issues can vary immensely.

Responsibilities
ScanForce

- Respond to support requests as per above.
- Take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information.
- Maintain clear and timely communication with Customer at all times.

Client

- The client will use the system as intended and directed by ScanForce.
- A high-speed Internet connection is required for ScanForce to provide efficient remote support. The client will provide ScanForce with attended access to the client's ERP server or any other server related to the ERP, in order to resolve issues in a timely manner. ScanForce requires a Windows login with full access to any ERP on-premise or cloud folders and an ERP user account with administrative rights.
    - We recommend using TeamViewer as the Remote Support software, as this is the software used in-house by the ScanForce staff. However, any other remote access software could be used.

- Notify ScanForce of issues or problems in a timely manner.
- Cooperate with ScanForce in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information.
- Provide ScanForce with access to equipment, and software for purposes of maintenance, updates and fault prevention.
- Maintain good communication with ScanForce at all times.
- Communicate with the ScanForce management and staff team in a professional manner.

Custom Development Services
ScanForce has the capability to provide you with custom modifications for the ScanForce Software as well as for some ERPs.
ScanForce will work with your Reseller, if you have one, to prepare a Scope of Work and a proposal will be presented to you.
Once the proposal is approved, ScanForce will provide you with an estimated date of completion. This date will depend on the scope of work and amount of work in our pipeline.
Change orders to the project will be charged at the current programming rate and will be quoted separately.

Please note that all programming projects are subject to an annual fee for the maintenance and support of the enhancement and will be added to your annual SASP agreement.

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Confidentiality
All of our ScanForce staff have signed confidentiality agreements with our company stating that all information or knowledge they obtain from our clients is confidential information, and they are not authorized to utilize or disseminate this information in any manner.

In such case that a need may arise, any legal differences shall be resolved by means of mediation.

Governing Laws: *The laws of the State of Florida will govern this agreement.*
Validity of Agreement if any of the provisions of this agreement shall be held invalid, illegal, of unenforceable, the validity, and legality of enforceability of the remaining provisions shall not be impaired thereby.

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