Starfish Associates, LLC Software Support and Maintenance

Technical support for Starfish Solutions (Solution) is provided through an annual Starfish Software Support Plan (SSP).

SSP provides remote technical support and general Solution consultation via phone, email and/or WebEx (for remote access). As a requirement for purchasing SSP, End-User is required to provide the necessary tools and/or environment to enable remote access capabilities.

Under SSP, End-User calls Starfish and opens a trouble ticket for any problem relating to Solution. If the problem appears to be outside the Solution environment, Starfish will assist the End-User in finding the most appropriate path to resolve the problem.

Items not covered by this plan include all systems, hardware and software not provided by Starfish, or any Solution supported under this SSP which is willfully or unintentionally altered by anyone other than Starfish.

Payment for SSP is due prior to the start of the support period.

8 x 5 Technical Support – 20% of Solution Price

Technical support is available by phone or email:

Phone: +1 908-243-2900, option 2

Email: support@starfishassociates.com

Normal business hours are Monday through Friday 9am – 6pm ET, except for standard holidays that fall within the hours of support.

During normal business hours, End-User can call or send email requesting support. An initial response to End-User along with a trouble ticket number will be provided within eight hours from the time the problem is reported. Starfish will investigate the problem and work on a resolution.

Support outside of normal business hours is available for an additional charge.

SSP Services includes:

Troubleshooting – Determine which Solution component is causing the reported problem. Provide remote investigation of the reported problem and notification to End-User of the intended corrective action.

Minor Solution Enhancements – By request, software updates or changes to Solution for minor enhancements will be provided under SSP at no additional charge. Minor enhancements are those that Starfish estimates can be completed within two hours. In the event a software update or change is not considered minor, a proposal will be provided in advance of performing any services.

Solution Updates – As needed, Starfish Solutions are updated and enhanced. When available, software updates will be made available to SSP End-Users at no additional charge.

This Agreement is between Starfish Associates, LLC. (Starfish) and End-User for the Starfish Software Support Plan (SSP) services described above and is subject to the following:

- 1. SSP Services under this Agreement will be performed on the Solution listed on End-User Purchase Order.
- 2. All services described above (unless otherwise noted) are included in this SSP. All services hours required under this SSP are included at no additional charge to End-User.
- 3. All technical support provided to End-User by this SSP will be performed remotely. Any on-site technical support required or requested will be billed to End-User at then current rates, plus travel expenses.
- 4. End-User will use its best efforts to ensure that prior to reporting problems to Starfish, the problem being reported is indeed valid and not being caused by another source (i.e. communication system, voice mail system, host, LAN, etc.).
- 5. Response Times:
 - a. Technical support is available by phone or email during normal business hours Monday through Friday 9am 6pm ET, excluding standard holidays. During normal business hours, End-User can call or send email requesting support. An initial response to End-User along with a trouble ticket will be provided within eight hours from the time the problem is reported. Corrective action will begin that same day. Starfish will investigate the problem and work on a resolution.
- 6. Items not covered by this Agreement include all systems, hardware and software not provided by Starfish or any Solution supported under this SSP which is willfully or unintentionally altered by anyone other than Starfish.
- Starfish will be given access to supported Solution running in End-User's environment during support hours. Lack of access will not constitute failure on the part of Starfish to fulfill its obligations under this Agreement.