

Skyward Maintenance Services Schedule

THIS Maintenance Services Schedule ("Maintenance Schedule" or "Schedule") sets forth the Services to be provided by Skyward ("Skyward") to the St. Lucie County School District ("the District" or "SLCSB") relating to technical support of the Student Information System and Business Information System purchased by the District in the Software Services and License Agreement between the Parties dated March 11, 2008 ("Agreement").

1. Introduction

1.1 Scope. During the term that Maintenance Services are to be provided to the District by Skyward under the purchase order, Skyward shall correct all Defects in all Skyward developed Software, shall assist for fee the isolation and identification of Defects in Third Party Software for support by the vendor of such software utilized by Maintained Software, and shall provide those other items of support services as are specifically described in this Schedule.

1.2 Additional Definitions. The following definitions shall apply in addition to any definitions set forth in the Master Agreement:

1.2.1 **"Business Time"** shall mean time accounted for based only on Normal Hours of Operation. One Business Time day shall be accounted for in one-half day increments. That is, a Business Day includes the entire day if the call is placed prior to Noon on that day, but one-half day if the call is placed after Noon on that day.

1.2.2 **"Clock Time"** shall mean actual elapsed time without regard to Normal Hours of Operation.

1.2.3 **"Fault"** shall mean an incident or series of related incidents in which the SIS/BIS shall fail to perform in accordance with its specifications as the result of a Defect in the Maintained Software.

1.2.4 **"Maintained Software"** shall mean all computer software for which Skyward is the primary licensor or source, including without limitation, the Skyward SIS/BIS Software and the SLCSB Features, as well as any Third Party Software that is an integral part of the SIS/BIS package.

1.2.5 **"Normal Hours of Operation"** shall mean Skyward's normal hours of operation, which are 7 a.m. to 6 p.m. Central Time, Monday through Friday excluding holidays.

1.2.6 **"Service Level Commitment"** shall mean for each type of Fault, the maximum response time, level of effort, or other metric to which Skyward has committed under this Schedule.

1.2.7 **"Update"** shall mean a modification to the Licensed Software reflecting corrections or minor revisions not sufficient to constitute a Release.

2. Maintenance Services

2.1 Catalog of Services. When referred to in this section, the following service descriptions will apply:

2.1.1 **Error Corrections.** When Skyward is obligated to provide error corrections and/or bug fixes for a component, it will provide to the District within the applicable Service Level Commitments, a revised software module or patch correcting the Defects to which the corrections apply. Patches should be used only when installing a revised module is impracticable. Revised Documentation shall be delivered to the extent necessary to reflect changes made by the error correction that has been distributed.

2.1.2 **Updates.** Skyward will provide to the District such revisions of the Licensed Software as have been generally made available to licensees of the respective programs to which such Updates apply.

2.1.3 **Releases.** Skyward will provide to the District all new releases of the product in question, including without limitation, those incorporating substantial new functionality on the same schedule as delivered to its other customers.

2.1.4 **Level Two Support.** Level Two Support is defined as the triage process of determining the nature of problems that is (network, hardware, software) that cannot be resolved at Level One. Issues related to failure of the respective item of Licensed Software to function in a manner consistent with Documentation, will be escalated to Level Three. All other issues will be addressed by the District. SLCSB does not currently intend to purchase Level Two Support from Skyward, but such services will be provided at SLCSB's request at the prices set forth on the Pricing Schedule.

2.1.5 **Level Three Support.** Level 3 Support shall consist of analyzing Faults reported by providers of Level 2 Support, constructing and testing error corrections or bug fixes, and distributing the same, with complying Documentation to the District within the service level commitment period applicable with the Priority Level of the reported Fault.

2.1.6 **Priority Levels.** Faults shall be characterized and prioritized in accordance with the following Priority Levels:

2.1.7 A **"Priority 1"** Fault shall mean any failure of Licensed Software that precludes all work at the total system level from being done on a computer system or that materially impairs a major function of the software. Nonexclusive examples include system crashes, database-wide information corruption, and incorrect writing of critical fields.

2.1.8 A "**Priority 2**" Fault shall mean any condition that materially impairs one or more functions that the Licensed Software is specified to perform, but that does not involve a Priority 1 condition. Nonexclusive examples include database information corruption for a small group of students, a single school, or incorrect writing of non-critical fields. Priority 2 conditions are less severe than Priority 1 conditions.

2.1.9 A "**Priority 3**" Fault is a condition that does not materially interfere with any function or business process of the District. Priority 3 conditions include cosmetic or formatting defects in screen displays or reports that do not affect the accuracy of data entry or review, awkwardness of operation, or other end user annoyances.

Source Code. At the time Skyward supplies any error correction, update or upgrade, it shall provide to the District, in machine readable format as well as Source Code, all Source Code for the Maintenance Materials being distributed, together with all Documentation required for the District to compile, edit, configure, install and run such error correction, update or upgrade. Source code is available from an FTP secure SKYWARD site at no cost. Should the district want the source code in any other form, there will be a time and materials fee.

Software Maintenance Services. For as long as the District purchases Maintenance Services from Skyward, Skyward shall provide the following Maintenance Services to the District with respect to the Licensed Software:

2.1.10 **Level Three Support.** Skyward shall provide Level Three Support for all reported Defects in accordance with the Service Levels attributable to the Priority of the reported Fault.

2.1.11 **Error Corrections.** Skyward shall make available to the District all error corrections and bug fixes developed by Skyward or its subcontractors or licensors, whether reported by the District or discovered by Skyward by other means.

2.1.12 **Releases.** Skyward shall make available all Updates and Releases to the Licensed Software.

2.2 Delivery of Software Revisions. All error corrections, Updates and Releases shall be delivered or made available by electronic transmission in the same manner as provided for the delivery of software and Documentation under the Statement of Work.

2.3 Documentation. In connection with each Delivery of Licensed Software, including without limitation each Delivery of an Update or Release, Skyward shall deliver to the District full maintenance documentation in accordance with best practices in the industry.

2.4 Error Logging. During the term hereof, Skyward shall maintain a computerized trouble reporting and service tracking system that is available to SLCB authorized personnel via the Skyward customer portion of the web.

2.5 Emergency Service Weekend and Evenings. Emergency Service is defined as a problem which needs immediate resolution and cannot wait for the next business day. The emergency telephone number will be supplied by SKYWARD. Any calls will be billed 2 times our "lowest" technical support rate with a 3 hour minimum. Skyward holiday service will not be available. Weekend support

is only available on a scheduled basis- 12 hour minimum notification.

2.6 Online Support Service. The District will allow the use of online diagnostics on Licensed Products if requested by Skyward during problem diagnosis. District will provide a connection telecommunications access to the affected computer servers for Skyward's use.

3. Specific Services

3.1 Telephone Assistance. Telephone assistance during Normal Hours of Operation will be provided in identifying and verifying the causes of suspected Defects. This assistance includes the following activities:

- 3.1.1 Advice on work-arounds for verified Defects until the Defect is addressed.
- 3.1.2 Information on verified Defects previously identified by the District and reported to Skyward and work-arounds to these.
- 3.1.3 Advice on completion, and authorization for submission, of the Skyward form to report identified Defects in Licensed Product to Skyward.

3.2 Reported Defects. When the District's Level Two Support personnel report a Priority One or Priority Two Fault to Skyward, Skyward will provide the following responses:

- 3.2.1 Assign dedicated personnel to the resolution of the Fault.
- 3.2.2 Provide an alternative procedure for restoring the operation of the impaired functions until such time as the Defect can be remedied.
- 3.2.3 Perform root cause analysis to identify the Defect.
- 3.2.4 Provide a temporary patch or other software correction to remedy the Defect until the correction may be included in an Update.

3.3 Documentation Corrections. Skyward will correct Defects in Documentation for Licensed Software in accordance with best practices. Documentation shall also identify all Defects known to Skyward, together with procedures developed by Skyward to minimize or correct the effects of such Defects.

3.4 Priority 1 Responses. In the case of a Priority 1 Fault reported by the District, Skyward shall respond within two (2) hour from the time Skyward' service representative ("SR") or other person receives the call, and provide a correction, or work around, within four (4) hours, provided that the District provides counterpart personnel to provide Consultation and Assistance to Skyward during Skyward efforts to resolve the problem. All times in this Section shall be Clock Time. If a Priority I condition cannot be corrected or workaround provided, within six (6) hours, the following escalation policy will be put into effect unless Skyward determines a more immediate response is warranted:

- 3.4.1 **Persons involved after six (6) hours:** The SR shall notify Skyward' Director of

Professional Services and other members of Skyward' on-call team and they shall commence work to resolve the problem.

3.4.2 Persons involved after twelve (12) hours: Skyward' Regional Sales Director and Senior Director of IT will become involved and shall identify and deploy the resources necessary to correct the problem.

3.4.3 Persons involved after sixteen (16) hours: Skyward's Senior Vice President of Operations or Chief Executive Officer shall become involved.

3.5 Priority 2 Responses. For Priority 2 conditions, Skyward shall respond within four (4) hours from the time the SR or other person receives the call. Whenever possible, Priority 2 conditions will be addressed by providing a patch or suggested work-around to accommodate District's needs within eight (8) hours, with a correction or workaround within twenty-four (24) hours. If a patch or work-around cannot be provided within eight (8) hours, the problem may be escalated to a Priority 1 condition and treated as set forth above unless Skyward determines a more immediate response is warranted.

3.6 Priority 3 Responses. For Priority 3 Faults, SLCSB shall receive a response within forty-eight (48) hours from the time the SR or other person receives the call. Skyward shall use reasonable efforts to correct Priority 3 conditions within three (3) weeks. There is no escalation policy for a Priority 3 condition.

3.7 Other Skyward Support. The District may request in writing for Skyward to perform Level 2 Support (by issuing a Work Order or Purchase Order) and such support shall be provided at the technical support analyst rates reflected in the Pricing Schedule.