Strategic Services: Application Support and Development

Gold Support and Maintenance

Scope and Objectives To provide to Clients with a **S**ervice **L**evel **A**greement (**SLA**) for a comprehensive suite of Entera support and maintenance services delivering remote technical support and periodic maintenance releases to address new platforms and product enhancements and fixes.

Service Levels and Deliverables   For the period of one-year eCube Systems will provide Entera based systems and applications technical support and assistance*.* This support and assistance consists of the following:

- Problem Resolution.
    - o Minimum response time of no more than four-hour is guaranteed during the hours of operation.
    - o Senior level Entera engineers will be assigned ownership of the problems.
    - o Problem severity categorization and frameworks.
    - o Escalation procedures.
    - o Actions responsibility matrix
    - o Full-time support person for Entera problems/issues
    - o Consulting services for application problems

- Defect Management.

    - o General product fixes to Entera products supported by eCube Systems will be provided at no additional cost.

- Operational Assistance.

    - o Workarounds not requiring product modifications;

    - o Access to senior Entera Systems Engineering and Development personnel to implement new operating systems as required.

- Targets of Problem Free Operation

    - o Problem-free periods of operation will be tracked for discount crediting purposes

- Architectural Review.

    - o Based upon requirements to migrate to J2EE, consulting assistance will be required to resolve on-going application memory leak problems.

    - o Assistance with problem prone applications to resolve operational problems.

Resources Requirements In order to provide expert knowledge and support the following resources must be allocated by eCube Systems and Clients:

- Clients: Named Contacts

    - o Up to three contact names must be provided by Clients per support contract, with one designated as primary.

- eCube: Named Contact

    - o A designated single point of contact for Clients;

Assumptions The following assumptions govern this offering:

- Technical Support and Coverage
    - Contracts are for one-year time periods.
    - Technical support covers the existing supported operating systems only.
    - Support for unsupported operating systems and platforms can only be supported via a consulting agreement.
    - Technical support hours of operation are 9:00 AM to 5:00 PM CST Monday through Friday.
    - Four-hour response is guaranteed during the hours of operation.
    - The majority of the services provided under this proposal will be performed on eCube-designated premises.
- On-site Support
    - Can be arranged within 24 hours at an additional cost (discounted daily consulting rate plus travel expenses)

Duration, Costs, and Terms

Duration The initial support contract will begin on March 1, 2004, ending on February 28, 2005. Clients will have the option of renewing this contract for an additional year at the same price during and up until the final month of this contract. After that time, prices maybe subject to change. This agreement will automatically re-new each year unless Client's desire to be released from the agreement is delivered in written form either via email or postal service thirty days prior to the end of each term.

Costs An outline of cost is provided below.

Annual Support and Maintenance agreements are as follows:

Entera Support and Maintenance	Yearly Rate	Quarterly rate amount
Annual SLA	$ 15,000 / system	$ 3,750

Application consulting services are as follows:

On-site Consulting	Daily Rate
Senior Level Entera consultant	$ 1,500 / day

Discounts Discounts based on performance objectives shall be defined as follows:

- A standard rate is set for support of both server implementations

Terms   Annual agreement shall be paid in full before support begins .

Terms shall be net 30 days for the quarterly payment. Payment received after 30 days will apply toward the list rate, unless agreed to in advance by eCube in writing and attached to this document.

Support and Maintenance – Statement of Work

NOTE: REDISTRIBUTION (OUTSIDE OF THE INTENDED AUDIENCE FOR THIS PROJECT) OF PROPRIETARY INTELLECTUAL CAPITAL USED AS INPUT OR DEVELOPED FOR CLIENTS AS PART OF THIS WORK IS STRICTLY PROHIBITED.

Scope of Services, Completion Criteria, Charges, and other applicable terms:

The Letter of Understanding "**eCube** Support and Maintenance Offering", dated _____**, 20__** shall be incorporated into this statement of work in its entirety by reference.

Client has the option of renewing this contract at the guaranteed price of $ _____ until 30 days before renewal date. The Clients also has the right to engaging eCube Systems for additional services or consulting outside the scope of this agreement. Invoices terms shall be net 30 days.

Both of us agree that the complete agreement between us about these Services will consist of 1) this Statement of Work and the letter of understanding "**eCube** Support and Maintenance Offering", dated _____**.**

Agreed to: Agreed to:
                                                                        eCube Systems LLC,
                                                                        Montgomery, Texas, 77316, USA

By _____   By _____
               Authorized signature   Authorized signature

Name (type or print):   Name

Date: Date:

Customer number: Reference Agreement number:
Customer address: Contract number: 0400211001

Primary Contact Name: Support Contact:
Primary Contact Telephone: Contact Telephone:
Primary Contact email: Contact email:

Secondary Contact Name: Emergency Contact Number:
Secondary Contact Telephone:
Secondary Contact email:

Estimated start date: Estimated end date:

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Schedule 1
Supported Platforms

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Entera 4.2.1
  Solaris 2.8 to 2.1
  Hp-UX 11 to 9.01
  AIX 4.3.3 to 4.1 (5.1)*
  Windows 9X, 2K and XP

Entera 3.2.
  Solaris 2.8 to 2.1
  AIX 4.3.3 to 4.1 (5.1)*
  HP-UX 10.2 to 9.01
  HP-UX 11.x
  RedHat Linux 7.2
  Windows 3.1, 9X, 2K
  Windows XP**

Supported DBMS:
  Oracle 7,8,9i
  Sybase 10, 11,12
  DB2 7.2
  Informix 9
  SQLServer 7 and 2000
  MySQL **

Supported Transports:
 TCP/IP
 DCE 1.2, 2.1
    –   Gradient/Entegrity
    –   IBM/Transarc