

## **Appendix C**

### **Maintenance and Support Services**

In addition to and in conjunction with the services outlined in this Agreement and appendices, during the term of the Agreement the Contractor shall provide the following services and support.

#### **1. Maintenance**

The Contractor shall provide the personnel and material required to perform maintenance of each component of the Licensed Software during the term of the Agreement.

In addition, the Contractor shall maintain a quality control system, covering all aspects of the design, fabrication, testing and delivery of the Licensed Software, including any modifications made thereto. This quality control system will include documentation of all inspections and tests performed on all components of the Licensed Software and any modifications made to the Licensed Software.

#### **2. Troubleshooting and Technical Support**

The Contractor shall provide prompt and thorough responses to all problems that arise concerning the Licensed Software.

In accordance with the Priority Categories listed in Section 3 below, the Contractor shall immediately respond to and resolve problems that arise on or close in time to the Department reporting problems to the Contractor. The Contractor shall provide a Project Manager either on-site or from a remote location for troubleshooting during the most critical periods of elections preparation, as specified by the Department, and during Election Day. In accordance with the Priority Categories, the Contractor shall promptly acknowledge each problem, propose a solution, and propose a timeline for the solution to be implemented. During the course of resolving the problem, the Contractor shall provide a means for the Department to track the troubleshooting process. The Contractor shall also document the problem, proposed solution, and actual solution in writing to the Department. In addition, the Contractor shall track and maintain a written history of which components of the system experienced problems and the action taken to resolve the problems, and provide this record to the Department on a quarterly basis.

The Contractor shall provide support using on-line documentation of all processes. Additionally, the Contractor shall offer an on-line help feature allowing the Department to submit problems and receive resolution using this on-line feature.

The Department shall be able to simultaneously operate on separate servers the live version of the current Licensed Software, test versions of the same Licensed Software, and/or newer versions of the Licensed Software the Department has yet to put into service. The test versions of the software shall allow the Department to recreate problems occurring in the live version in order to resolve such problems, and to train personnel on upgraded versions of the software.

The Contractor shall provide operational support that will provide for real-time resolution of problems that develop while the Department uses the Licensed Software. The Contractor shall provide adequate personnel who have the skills necessary to provide operational support to the Department during the Department's critical use periods. During the term of the Agreement, the Contractor shall establish and staff a hotline with which the Department can phone or e-mail the Contractor to request resolution to problems with the Licensed Software. The Contractor must have

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established methods that securely connect remotely to the Department's system so the Contractor can resolve problems.

#### **3. Scope of Service Coverage**

a. Contractor shall provide Support Services and provide Upgrades during the term of this Maintenance Agreement for the Licensed Software.

b. During the term of this Maintenance Agreement, Contractor will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

1) Priority 1: An Error, Defect or Malfunction which renders the Licensed Software inoperative; or causes the Licensed Software to fail catastrophically.

2) Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Licensed Software, but does not prohibit the City's use of the Licensed Software.

3) Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Licensed Software.

c. Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

1) Priority 1 Protocol: Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.

2) Priority 2 Protocol: Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Licensed Software maintenance release.

3) Priority 3 Protocol: Contractor may include a Fix or Patch in the next Licensed Software major release.

#### **4. Hotline Support.**

Contractor shall provide remote access hotline support to City to help City answer routine questions with respect to the use of the Licensed Software. Contractor also shall provide remote access hotline support to City to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions. Hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal holidays. Emergency maintenance may be accessed after

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normal business hours through Contractor's established paging service available by dialing Contractor's main office number (231-938-5959). Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in the Licensed Software.

#### **5. City Responsibilities Related to Support.**

City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Licensed Software and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. City shall be responsible for the interface between the Licensed Software and other software products installed on City equipment. Unless otherwise agreed in writing between City and Contractor, City is responsible for managing and operating any Software delivered under this Agreement.