



Apex Business Software

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APEX SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

This policy defines the service that Apex Business Software (“Apex”) provides to customers who enroll in the maintenance and support agreement (“Agreement”). When a capitalized term is used in this policy and not defined, it has the same meaning as in Apex’s End-User License Agreement (“EULA”).

Upon entering the Agreement, you are entitled to designate up to five licensee support contacts who are then entitled to phone support for Apex software products. Under the agreement, all users receive automatic updates, free upgrades, and e-mail support.

<http://iHRsoftware.com/updateHistory.aspx> lists recently released auto-updates.

Under the Agreement, your five designated licensee support contacts are entitled to:

- Phone support during Apex's support hours, which are 9 AM to 5 PM EST M-F. The technical support and information relates to Software installation, use, configuration, maintenance, bug fixes and troubleshooting.
- Guaranteed initial response to support requests within 1 business day of requests received during support hours.
- Active management with problem prioritization and efficient incident resolution. All open and unresolved support requests will be prioritized as High Priority (the Software is not functioning at all and no workaround is available), Medium Priority (the Software is functioning; however, the Software operation is impaired, degraded, or not fully functional), or Low Priority (the Software is fully functioning but additional information or assistance is requested). Apex technical support will address all incidents in order of priority, and send timely communication about progress toward incident resolution to customer's designated support representative until all incidents have been closed, including daily status report on all open requests.
- Updates to the Software and documentation that accommodate changes in Family/Medical Leave law, feature enhancements, clarified use cases, and bug fixes.
- Remote support for interfacing Apex software with existing payroll systems.
- Remote support for installing and updating purchased Web self-service products.

Payroll Interface Customization

Under the Agreement, Apex creates and tweaks interfaces to support copying data from/to third-party HR, payroll, and time tracking systems. Apex also provides support for automating data imports/exports. The customer is solely responsible for providing export files from third-party systems, obtaining import definitions from third-party systems, automating the creation of export files from third-party systems, and supporting scripts relating to the creation of those files. Professional time spent customizing an interface to Apex's software in excess of eight hours is billed on a time-and-materials basis and is not covered by this Agreement unless specifically offered in writing by an Apex representative.

Web Self-Service Installation

Under the Agreement, customers who purchase Instant Self Serve are entitled to remote support for the installation and transfer of the Web server files that implement Instant Self Serve. They are also entitled to remote support for the configuration of IIS. Apex will not support IIS configurations on Web servers that are configured as domain controllers.

Web Self-Service Configuration

During installation, Apex will configure Instant Self Serve (ISS) as follows:

- Show\hide links on ISS home page.
- Branding. Post logo and assign colors\fonts.
- Post Word documents and pdf files relating to benefit enrollment and policy manuals.
- Customize benefit enrollment Web page.
- Configure available types of leave.
- Configure leave approval paths.
- Configure roster layout.
- Enable\disable ability for managers to categorize leave as FMLA, STD, or LTD.
- Configure hourly versus salaried timesheets and project tracking.

Under this Agreement, Apex will support configuration changes that are related to changes in your attendance and benefit enrollment policies.

Change Requests

At its discretion, Apex may customize the database, client, and Web files to meet a customer requirement. If Apex determines that such a customization requires more time and resources than should be reasonably expected from this Agreement then Apex treats the customization as a change request and provides the customer with a quote that requires additional payment to implement. Apex retains the right to deny any change request.

Agreement Term and Payment of Fees

Service under the Agreement is provided and billed in either 3 month or 12 month increments (each an "Agreement Term"). The initial Agreement Term begins when Apex delivers you a license key for the supported software and ends either 3 months or 12 months later. The fee for the initial term is specified in the price quote for your software and paid up front with your license fee. For subsequent terms, you will be invoiced for fees at Apex's then current rates, which will not increase by more than 20% in any five-year period. Unless otherwise agreed to in writing, Agreement fees are due and payable within 30 days of the beginning of each Agreement Term).

Hosting Provision and Termination

If Apex hosts the application then the hosted data is the property of the customer. If this Agreement is terminated then Apex will provide a zipped backup of the customer's database and any related Web files. During the hosting term, Apex will schedule daily backups and provide a timely response to any hardware failures or connection related issues.

Limited Hosting for Staging and Pre-Implementation

Apex may host your application on a test server to facilitate a trial, demonstration, or pre-implementation. This preliminary hosting period shall not exceed three months. During this time, Apex will strive to maximize uptime and server availability but does not warrant uptime availability or automated backups. If the application has not been moved to a permanent location by the end of three months then Apex will contact you and notify you that future hosting fees may apply.

Non Disclosure Agreement

If Apex is given spreadsheets and other data sources that list sensitive information including employee names, compensation, benefit enrollment, leave policies, or leave accrual then Apex will take all reasonable steps to secure such information. Apex will not share this data or any aggregated derivative with any third party. Except in the case of a third-party hosting arrangement, Apex will keep this data only on servers and workstations that are under Apex's direct control. As policy, after importing spreadsheets and other data sources, Apex deletes them within two business days.

Automatic Renewal

The Agreement is automatically renewed annually unless written notice is received by Apex before the end of the then current Agreement Term. Apex will provide you with an invoice and notice of renewal prior to the end of each Agreement Term; however, it is your responsibility to note this date, and if you should choose to terminate the Agreement, meet the deadline for notice of termination.

Re-instatement Fee

If you terminate Maintenance and Support (or there is otherwise a lapse, such as for non-payment of fees), and you later wish to reinstate Maintenance and Support, a fee equal to 120% of all current and previously unpaid Maintenance and Support fees will apply.

Software Revisions

Apex uses a spiral release-and-enhance development model which results in incrementally improved builds rather than new version releases. Occasionally the .NET framework upon which the software is built becomes obsolete and Apex is forced to release completely new versions of its software. The Agreement supports the current version of software and the version that immediately preceded the current version for at least 180 days after the new release in order to give customers time to install and implement the new version.

Revisions to Policy

Apex may revise this policy from time to time by posting the revisions on its website. Any revisions will not materially alter the level of support you are entitled to receive during your current Agreement term. For any revision that will materially alter the service in an upcoming Agreement term, Apex will provide advance notice of the change or provide you with additional time to decide whether or not to renew the Agreement. Apex reserves the right to discontinue support for its Software at the end of any Agreement Term, or immediately if the customer fails to make timely payment of Agreement fees.