



Support and Maintenance Policy *(August 1st, 2021)*

STANDARD SUPPORT AGREEMENT

1. DEFINITIONS

1. Contact persons: means up to three (3) individuals designated by you who will coordinate all support requests to visibility.
2. Documentation: means the user manuals and other documentation provided to you with respect to the software.
3. "error" means a reproducible defect in the software, which causes the software not to operate substantially in accordance with the documentation
4. "EULA" means your end-user license agreement under which you have licensed the software.
5. "Software" means the specific visibility software provided to you in connection with this agreement, and any modified, updated, or enhanced versions of the software in object code form, including, without limitation, all modifications, bug fixes, updates, upgrades, or other maintenance releases that may be provided to you pursuant to the eula or this agreement
6. Support period: means the twelve (12) month period during which you are entitled to receive support, beginning on the date visibility receives payment of the applicable fees.

7. “support” means ongoing support services provided by visibility under this agreement

8. Update: means a new version of the software that contains patches, bug fixes, error corrections, minor enhancements, and other maintenance releases, but does not contain major enhancements or significant new functionality. Updates may be designated by a change in the version number of the software to the right of the decimal (e.g., version 2.1 to version 2.2)

2. SERVICES PROVIDED

1. Support Portal Access. Visibility will provide support access to a user portal for purposes searching the pre-set knowledgebase and logging cases to be handled by the support staff.

2. Email and Telephone Support. Email Support is available through productsupport@visibilitysoftware.com. Telephone Support is available to the Contact Persons from 9:00 a.m. to 5:00 p.m. (Eastern Time), Monday through Friday, excluding holidays. Speed of support is based on the current call volume and may require the Contact Persons to remain on hold and/or to leave a message before connecting with the technical support staff.

3. Support Limitations: Support included in this Agreement will be limited to the following areas. (1) clarification of functions and features of the Software; (2) clarification of the Documentation; (3) assistance in identifying and verifying the causes of suspected Errors in the Software; and (4) advice on bypassing identified Errors in the Software, if reasonably possible. Support expressly excludes training, repairs to data files, renaming of databases or servers, disaster recovery services, wiring diagnostics, support related to network problems, security settings or changes to operating environments.

4. Response Time. After you notify Visibility of an issue, error or questions, Visibility will initially respond to you within the time periods specified below. Thereafter, Visibility will use commercially reasonable efforts to resolve the Error and/or respond to the request.

Priority	Definition	Initial Response & Update Times
Something is Preventing System Usage	The software fails to function and crashes for all users.	Initial response to designated CONTACT within 4 hours of case submission (during business hours) to Product Support. The designated CONTACT will be updated daily on progress.
System Error	Software is operable but fails to operate in a material manner or Software is operable but has substandard or erratic performance.	Initial response to designated CONTACT within 1 business day of case submission (during business hours) to Product Support. The designated CONTACT will be updated every other business day on progress.
How Do I?	Assistance with the Software – Support expressly excludes training. If the question is deemed training Consulting and/or Training quotes will be given.	Initial response to designated CONTACT within 1 business day of case submission (during business hours) to Product Support. The designated CONTACT will be updated weekly on progress.

Non-Usage/Account Updates	Updates to account information and other Non-Usage Questions	Initial response within 2 business days of case submission (during business hours) to Product Support. The designated CONTACT will be updated on an as needed basis.
Enhancement	Requests for new features/functionality that does not exist in the product will be reviewed by product management/development and included in future releases if broadly applicable to our customer base.	Enhancement requests are logged and submitted to Product Management. The designated CONTACT will be updated when the Enhancement is accepted or declined.

5. Exceptions. Visibility has no obligation to fix any Errors arising out of or related to the following causes: (1) you or any third party modifies or combines the Software (in whole or in part) not in accordance with the Documentation, (2) you use the Software in an environment not described in the Documentation or in a location with adverse environmental factors; (3) there is an accident; physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; or failure of media not furnished by Visibility; (4) there is excessive heating; or fire and smoke damage; (5) you operate the Software with other media and hardware, software, or telecommunication interfaces not meeting or not maintained in accordance with the manufacturers specifications; or (6) there has been other than ordinary use including integrations or database changes. If you desire Visibility to correct Errors due to any of these causes and Visibility agrees, you must pay Visibility for the work performed at Visibility’s then current time and material rates.

6. Hosting. As requested by Customer, Visibility shall host the Cyber Recruiter product. Hosting includes the following services / infrastructure.

- All required hardware
- All required software
- eMail SMTP service
- SSL Certificate
- Routine back-up of the data
- Apply updates needed based on open cases
- Apply updates for major versions
- Post updated files or make adjustments to the website pages (this excludes building of new web pages or custom programming).
- Activate “Alerts” feature which monitors data on the server and sends automatic email notifications based on triggers set up in Admin.
- Activate “Job Notification” feature which monitors new job openings and alerts applicants who have pre-established.
- Active “Indeed” feature which will send all open jobs to Indeed for job posting.

7. Upon Request

- Integration via standard WebAPI to hire employees into Sage HRMS system. Additional detail on requirements can be found in Help Central.
- Integration via standard WebAPI to pull terminations and codes from Sage HRMS. Additional details on requirements can be found in Help Central.

- Establish integration to Sage ESS. This requires the Sage ESS product to be accessible outside the Customer network and the link will need to be changes after the system is moved.

8. Specific Customer Duties. The customer will provide information, materials, personnel and cooperation to Visibility as follows:

- Customer will maintain an active support plan for hosted product.
- Customer will apply Visibility supplied credentials to the DNS which will be used for email addresses. This will provide verification coming from Cyber Recruiter.
- If needed, Customer will white-list any needed SMTP server addresses to allow for email communication.
- Customer can request the database at any point be moved to Customer server. If the data is moved, Customer will match the environment established on the Visibility servers. This generally relates to the version of SQL installed but could require additional infrastructure on the Customer's part before the data can be successfully transferred.
- Customer shall designate one employee to be the Primary Contact and shall notify Visibility of the same. It is understood that Visibility shall work with the Primary Contact related to the services defined.

3. UPDATES.

Visibility will provide you with Updates for the Software when developed for general release. Visibility will continue to support the immediately preceding version of the Software for a period of twelve (12) months thereafter.

4. CLIENT RESPONSIBILITIES

1. Supervision and Management. You are responsible for the proper use of the Software, including, but not limited to: (1) assuring proper configuration, installation, and operating methods; and (2) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.
2. Training. You are responsible for the proper training of your personnel in the operation and use of the Software.
3. New Contact Persons. You must notify Visibility if you wish to change the Contact Persons.
4. Access to Personnel and Equipment. You must provide Visibility with access to your personnel and equipment, including the ability to remotely access the Software and to obtain the same access to the Software as your employees having the highest privilege or clearance level. Visibility will inform you of the specifications of the remote access methods available and associated software needed, and you will be responsible for the costs and use of said equipment.

5. GENERAL PROVISIONS

1. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail with confirmation of receipt, courier, electronic facsimile (fax), or certified or registered mail, (postage prepaid and return receipt requested) to the other party; and will be effective upon receipt or three (3) business days after being deposited in the mail, whichever occurs sooner.
2. Force Majeure. Visibility shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of

strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of Visibility.

3. Assignment. You may not assign or transfer any of your rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner. Any purported assignment or transfer of rights in violation of this section is null and void.

4. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.