Software Maintenance Program
NV5 GEOSPATIAL SOLUTIONS, INC.

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Section 1.0 Maintenance Program

1.1 Purpose.
The purpose of this Maintenance Program ("**Program**") document is to:

- Describe the Program for customers.
- Provide definitions of Maintenance and support-related terminology.
- Describe Program quoting and invoicing procedures.
- Describe the services provided by Support Services.
- List general procedures and conditions including contact information and requirements.

1.2 **Program Overview.** The Program, also referred to as "**Maintenance**," is the support provided for unmodified Software to the Software license holder ("License Administrator", "License User") which includes Support case tracking, attempts to assist with reported problems (Support cases), new releases, training materials, and enhancements**.** Maintenance for the first year is automatically included when qualifying Software is initially purchased.

Support Overview:

The **Standard Support Plan** that comes with maintenance includes:
- Installation and licensing support
- Product level support
    - Basic tips / instruction on how to use the software
    - Conceptual / simple code examples and general guidance
- Help article / knowledge base access
- Community forums access
- Bug / feature reporting

The **Standard Academic Support Plan** that comes with maintenance includes:
- Installation and licensing support
- Help article / knowledge base access
- Community forums access (for answers to product questions)
- Bug / feature reporting

The **Standard Academic Support Plan for SITE / Lab licenses** that comes with maintenance includes:
- Installation and licensing support
- Product level support (through one Point of Contact (POC) / License Administrator)
    - Basic tips / instruction on how to use the software
    - Conceptual / simple code examples and general guidance

- Help article / knowledge base access
- Community forums access
- Bug / feature reporting

Section 2.0 Definitions and Descriptions

Terms used in this Program shall have the following meaning:

2.1 License Administrator

A "License Administrator" is the individual designated to make decisions on the license as well as who may contact NV5 Geospatial to request technical support (e.g., to submit Support Cases or request assistance with Software use).

2.2 Maintenance / Subscription ID

"Maintenance or Subscription ID" means the number created and provided by NV5 Geospatial that is associated with each license or group of license activation codes. The number may also be referred to as an installation, contract number on the invoice.

2.3 License User

A "License User" is the end user of the Software who may contact Technical Support Services (e.g., to submit Support Case or request assistance with Software use).

2.4 Support Case (formerly Support Incident)

A "Support Case" is the record of a customer request for technical assistance made by e- mail. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. The Support Case tracking number is provided by a support representative in the email subject line when the support representative corresponds with the License Administrator or License User. The Support Case number is used for referencing the request. The status of a Support Case can be new (waiting to be assigned), accepted (initially assigned), active (the support representative is working on it), pending (waiting on the customers response/we need more information) or closed (complete – no further action required).

2.5 Maintenance or Subscription Renewal Quote

"Maintenance Renewal Quote" is the non-invoice notification, issued approximately 60 days before the expiration of a Maintenance term, to all customers that have current Maintenance that are nearing the Maintenance term expiration date. The quote is sent to the purchasing contact that has been designated to receive all renewal-related correspondence from NV5 Geospatial. The Maintenance Renewal Quote is sent via e-mail and contains information about the forthcoming Maintenance Term, which includes the type of Software licensed and quantity of licenses, the start and end dates of the Maintenance Term, and the Maintenance renewal fees due.

2.6 Maintenance or Subscription Term

"Maintenance Term" is the start and end dates, during which customers with licensed products are entitled to receive the applicable Maintenance benefits.

2.7 Updates -Patches and Product Releases

2.7.1 Patches / Hotfixes

A "Patch" is a single fix or a set fixes in the software that will affect many customers and needs to be posted on the Product Download page for general availability (also known as "hotfix"). If a Patch is released it will be incorporated into the subsequent release. A Patch is a specific fix and typically does not add new functionality. For ENVI® and IDL®, Patches typically require the complete released software be installed prior to installing the patch files.

2.7.2 Product Releases

A "Product Release" is a set new features and fixes. All patches since the previous release will be included in the Product Release and posted on the Product Download page for general availability.

Please note: SARScape® patches are typically a complete installation. Note that Patches and Service Packs are different than Software Upgrades. Please see "Software Version Upgrade" section for more detail on Software Upgrades.

We typically do not send notification for patches. Please visit the Product Download page to see if there are any new Patches or Service Packs or ask your License Administrator.

2.8 Software

"Software" consists of commercial off the shelf programs sold by NV5 Geospatial.

2.9 Software Version Upgrade

A "Software Upgrade" is a set of new functionality and fixes for Software. License Administrators with licenses current on maintenance are eligible for Software Upgrades and will be notified via email when a new Software Version Upgrade is available. An Upgrade consists of the new installation that can be downloaded.

2.10 Software License

A "Software License" is the limited grant of rights to use Software as defined by the terms and conditions in the end user license agreement (EULA).

2.11 License Re-host

A "License Re-host" occurs when the License Administrator requests or wants to activate a license for a different computer than currently assigned. This is typically necessary when an upgraded or replacement computer is purchased for a License User, and they will no longer be using their current computer on record with that license. The License Administrator must confirm that no one will be using the license on the computer on record and only the new computer.

2.12 Technical Support Services

"Technical Support Services" is Software technical support and license support provided to the Licensee. See the Technical Product Support Services and the License Support Services sections for a more detailed description.

2.13 End User License Agreement (EULA)

Please see EULA located at: http://www.NV5geospatialsoftware.com/Company/Legal/EULA.aspx

Please note: some licensing terminology may not apply to the Jagwire product.

Section 3.0 Availability, Notification and Access to Software Upgrades

License Administrators may be notified of Upgrades if their Maintenance is current. The notification will guide them through the process of downloading the Software and activating their license. Additionally, please check on the Product Download page to ensure that you have the current version.

Section 4.0 License Support Services

Licenses must be under current Maintenance to Re-host the license to another machine or platform of equal value within the same company or organization.

Technical Support Services will assist with license questions, re-hosts, and upgrades through email. Please see the Technical Product Support Services section for details on contacting Technical Support Services.

NV5 Geospatial must approve any request to transfer a license from the Licensee's existing Company of record to another Company or organization (see EULA).

Section 5.0 Technical Product Support Services

5.1 Support Services.

Support Services comprises the following:

a. Email Case Reporting/Submitting

If a technical issue arises, Licensee can submit a Support Case through email. The license must be current on maintenance to receive product technical support.

Please send as detailed information as possible with your initial request (Product/Module, Product Version, Operating system and version, error messages). This will help expedite the process (see also Requesting Technical Support FAQ).

b. Online Support

The Online Support page is a web site that communicates technical information to the user community in the form of FAQ information, Help Articles, and Platform Support information. Online Support pages can be found at http://www.NV5geospatialsoftware.com/Support.aspx.

c. Help Articles

NV5 Geospatial provides a knowledge base of known Software problems, "how-to" articles, system requirements, and common error messages for its Software. It can be accessed by navigating to http://www.NV5geospatialsoftware.com/Support.aspx and clicking the Help Articles link.

d. User Forums

The User Forums are web based and are provided to share questions and knowledge with the community about technical details and techniques for accomplishing tasks. The User Forums can be accessed by navigating to: http://www.NV5geospatialsoftware.com/Support/Forums.aspx .

*Please note: The Forums are publicly viewable and should **not** include ITAR data.*

5.2 Support Services Scope

- To receive assistance from Technical Support, the license needs to have current maintenance (i.e., the license subscription and maintenance date need to be the date you are requesting support or a future date).
- Support Services will guide and provide examples and/or workarounds to assist customers with the problems they are trying to solve.
- Technical assistance provided through Support Services is limited to unmodified Software.
- Technical assistance through Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other like peripherals which are not provided by NV5 Geospatial, except to answer questions of how standard, supported devices interface with the Software. *Please note: There are a few specific exceptions with some hardware purchased through NV5.*
- NV5 Geospatial reserves the right to ask for a small reproduce case that clearly reproduces the software problem. We do not typically debug customer's code.
- NV5 Geospatial reserves the right to limit support for older versions due to the complexities of supporting outdated hardware and software. Please see section 5.5 of this document for details on the Technical Support supported versions.
- Sample applications that ship with each product are provided for demonstration purposes and are considered unsupported.
- Patches received outside the normal delivery of a web download are considered unsupported unless authorized by NV5 Geospatial.
- These terms and conditions are subject to change.

5.3 Accessing Technical Support Services

Technical Support is available to License Administrators and most License Users current on maintenance. See below for business hours and email contact information and process:

- **United States and Canada**: contact Support Services between 8:00 a.m. and 5:00 p.m. (Mountain Time), Monday through Friday, except for United States holidays.
- **Europe, Middle East and Africa**: contact Support Services between 9:00 to 12:30 and 14:00 to 18:00 (Central

European Time), Monday through Friday, except for European holidays.
- **Jagwire Support**: available between 8:00 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday, except US holidays.

E-mail:

- North America, SE Asia, and Latin America: geospatialsupport@NV5.com
- Europe, Africa: supporteu@NV5.com
- Jagwire: supportjagwire@NV5.com
- If purchased from Local Distributor: see Contact Us page, International Distributor section

Note: you will need to select your country and product to see the Technical Support contact information (support email).

- ## *Support Process*

Each reported Support Case or support request is logged and given a unique identification number for Licensee's reference and tracking. After a Support Case is logged, the Support Case will be placed into our Support Queue and then the requestor will be contacted by a technical representative who will be working on the Support Case until it is resolved or determined to be a problem in the Software. E-mail support is available to License Administrators and most License Users. Support requests are typically answered on a first come, first served basis.

All requests for technical support should contain detailed information about the Support Case. To help expedite a solution, technical representatives expect information that includes product and version of the Software, hardware platform, and peripherals (if applicable); the version of operating system; a description of the problem; and Maintenance Subscription ID (formerly License/Installation number). Please refer to the "Requesting technical support from NV5 Geospatial - FAQ" Help Article for additional details. Technical support representatives will respond to Support Cases by e- mail.

5.4 Preparing for Contacting Support Services

When contacting NV5 Geospatial for technical assistance, the License Administrator or License User should be prepared to provide as much of the following information as possible:

- Your Name
- The e-mail address where License Administrator/User can be contacted
- Your Maintenance ID (License Subscription ID) number
- The version of the Software License Administrator/User is using
- The version of the operating system License Administrator/User is using
- A description of what License Administrator/User was doing when the problem occurred
- The exact wording of any error messages that may appear on the screen
- Any steps taken to resolve the problem

5.5 Technical Support - Supported Software Versions

5.5.1 – Supported Desktop Products:

For more about our Supported Versions policy, see NV5 Geospatial Software website.

Please note:
- Operating system support: Each version of our software supports certain operating system versions. Where applicable, we support our software running on the operating systems and operating system versions that correspond to the version of our software when it was released. For more information, please see Help Article – Platform and Feature Support.

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- Our General Policy on Bug fixes:
  - When the Technical Support team works on support requests, if a fix to the software is requested, the customer will need to wait at minimum until the next release or service pack to receive the fix. Determining when and if the fix will be available is decided by our Product Management team. For more details, please see our [Life of a Bug](#) help article.
  - In many cases, we can provide a workaround for our customers. Our goal is to help customers be successful, but there are occasions where we cannot find a workaround. The more information you can share with us when we report a bug, the better the chance the bug will be considered for inclusion in future releases and/or updates.
  - In some cases, when a workaround is not available and it is critical functionality, a patch or hotfix may be requested by the customer and will be considered.
  - The **current released version** will be the version to receive service packs, patches, and hot fixes updates when applicable.
  - There will be **limited support** on non-current versions. This means releases marked limited support will typically not receive service packs, patches, and hot fixes.
  - ENVI Classic Interface will be provided 'as is'. Bug fixes will not be made in the Classic interface.

5.5.2 – Supported Jagwire Products

For more about our Supported Versions policy, see [NV5 Geospatial Software website](#).

5.6 Technical Support - Academic Support

- General Academic Support: Academic customers that are current on maintenance will receive Technical Support for installation and licensing but will need to purchase Premium Academic Support for product level assistance. If an academic customer does not wish to purchase Premium Academic Support, they can utilize self-help resources available on http://www.NV5geospatialsoftware.com/Support.aspx

- Academic Site License Support Changes: Site licenses current on maintenance will receive installation, licensing and product level Technical Support but will need to name one point of contact (POC) that will work directly with Technical Support. Academic end users of the Software should funnel their support requests through the assigned POC for their organization.

Section 6.0 Maintenance Renewal and Expiration

6.1 Renewal Notice.
NV5 Geospatial will provide purchase contact with a quote to renew services when Maintenance services are scheduled to expire.

6.2 Maintenance Expiration.
If NV5 Geospatial has not received an order or payment prior to the termination date, the license will continue working as currently installed but will no longer be supported. Licensee will no longer be eligible to receive any license Upgrades or Updates that are released after the Licensee Maintenance term has expired. Assistance with transfer or re-host of license will not be allowed and Licensee will no longer have access to Technical Support Services.

Section 7.0 Payment

7.1 Payment. Maintenance program fees are purchased annually and payable in advance. Payment terms accepted will be net 30 days only. Credit cards, ACH transfers, and checks are acceptable forms of pre-payment. For orders less than $1,000.00 NV5 Geospatial requires credit card payment. Maintenance fees are non-refundable.

7.2 Prorating Maintenance Terms. If multiple Software products have been licensed throughout the course of a year by one customer, separate Maintenance quotes for each product are not issued. Instead, the Maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed, with Maintenance. All licensed Software products offering a maintenance service are synchronized to reflect a common Maintenance end date, regardless of when each was first licensed. These prorated dates will be reflected on the Maintenance renewal quote.

7.3 Reinstatement of Lapsed Maintenance. You may reinstate an expired license within three years of expiration date. If Maintenance has lapsed, Maintenance reinstatement fees equal to the amount of back maintenance from the date Maintenance lapsed, in addition to the current fees, will be required to be paid to reinstate Maintenance.

Section 8.0 Training

New to ENVI and IDL? Just need a refresher? Ask your Account Manager for a list of the available training resources. These resources range from self-paced materials to customized courses and over-the-shoulder consulting! Visit our website or contact your Account Manager for details!

385 Interlocken Crescent, Suite 300, Broomfield, Colorado
80021, USA Telephone 303-786-9900 • Fax
303-786-9909
Web: **http://www.NV5geospatialsoftware.com**

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