

ACTIV*Reporter*

SERVICE AGREEMENT TERMS AND CONDITIONS ActivReporter[®] only

This addendum is subject to all terms and conditions of the Software Licensing Agreement executed by **AccountingWare**[®], LLC and **Customer** and is incorporated herein by reference.

This addendum describes the rights and responsibilities of **AccountingWare**[®] software support. It is not effective until the **AccountingWare**[®] Software License Agreement is signed by an authorized representative from **AccountingWare**[®] and **Customer**. **Customer** may not assign or transfer interest in their **AccountingWare**[®] software support without written consent from **AccountingWare**[®]. Please read the following definitions for support services.

Software Support Services

Software Support is defined as any assistance directly related to the performance or use of **AccountingWare**[®] licensed software. What is, and is not, covered is as follows:

A. Provisions Covered Under Service Agreement

- Software updates
- Bug fixes for malfunctioning software features
- Differences between ActivReporter and Dynamics GP
- Issues related to ActivSync
- General questions related to the use of the software including, but not limited to:
 - The ActivityHD Excel add-in
 - Financial Designs
 - Publishing and distributing reports
 - The Financial Tree Reporting bot
 - Rollups and rollup items
- AccountingWare[®] licensed software under a Field Test Agreement

B. Provisions Not Covered Under Service Agreement

- System support (hardware, operating system, etc.)
- Custom coding that may be required for 3rd party software applications, including but not limited to SQL, Crystal, Excel, etc.
- Crystal report designs
- Create new Financial Designs
- Create new or repair Excel macros
- Element Design and Implementation
- Training beyond the 4 hours included with purchase

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- Development and maintenance of custom programming including ActivReporter[®] Automation and APIs (Application Programming Interface). An API specifies how some software components should interact with each other.
- At **AccountingWare[®]'s** discretion, any implementation support perceived as regular support for **Customers** who are self-implementing a new company
- Assistance for any non-licensed **AccountingWare**[®] product
- System and database backup
- Disaster recovery, including offsite storage and restoration
- Extensive configuration changes that will be evaluated on a case-by-case basis
- Microsoft Dynamics GP

C. Special Considerations for Support and Training

- If training is required beyond the 4 hours included with purchase, it will be charged at the hourly rate in effect at that time. Support services <u>are not</u> an alternative to formal training.
- The ability of AccountingWare[®] to provide effective and efficient Support services is predicated on an end-user's ability to productively interact with AccountingWare[®] Support professionals. If it becomes apparent that an end-user is not sufficiently experienced with the ActivReporter[®] software to effectively interact with the Support professional, then one of the following courses of action will be proposed:
 - AccountingWare[®] Support professional will request to interact with a more experienced user who can subsequently communicate the information to the inexperienced user, or
 - AccountingWare[®] Support professional will advise the inexperienced user that additional training is required and that arrangements should be made for that training. Additional training is chargeable at the hourly rate in effect at that time.

D. Special Technical Considerations for Support and Implementation

- Customer must provide remote access (using VPN technology) to all machines used by the ActivReporter[®] system, including the SQL Server machine and company server machine.
- Because of the stability and compatibility with the AccountingWare[®] company infrastructure, the use of technology already licensed to AccountingWare[®], Cisco[™] VPN AnyConnect and FortiClient VPN, or other technology that does not require purchasing a user license is strongly recommended. If Customer decides to use a different VPN technology, it must first be approved by AccountingWare[®]. If approved, Customer will be responsible for the cost of the required licenses and internal infrastructure requirements of the alternative VPN technology.

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- If Customer makes any subsequent changes to their system infrastructure that adversely affects the performance of any of the ActivReporter[®] System components, Customer will be responsible for the cost of AccountingWare[®] having to adapt our systems to accommodate those changes.
- General ActivReporter[®] System Requirements can be found on the AccountingWare[®] website using the following link: <u>https://accountingware.com/activreporterhelp/Content/System-requirements.htm</u>

E. Removal of Companies

Removal of any companies on the service agreement is not permitted. The companies on the service agreement must directly correspond to the ActivReporter license.

F. Support Hours of Operation

Regular **AccountingWare**[®] support hours are 8:00 am - 5:00 pm Central Time, Monday through Friday. After-hours support (which includes holidays) is intended for emergency situations only. We will respond to those types of requests as soon as possible. All other support requests will be handled during our normal business hours. E-mail **AccountingWare[®]'s** Support Group at <u>support@accountingware.com</u>.