

**ADDENDUM 1**  
**SERVICE AGREEMENT TERMS AND CONDITIONS**  
**ActivityHD® 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 and new releases
- Bug fixes for malfunctioning software features
- General questions related to the use of the software
- Design work within **AccountingWare®** licensed software to include but not limited to:
  - PR Code calculation expressions (limited)
  - Export controls (only to satisfy tax law changes)
- **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.
- Report designs
- Check designs
- Financial Designs
- Excel worksheets
- Excel macros
- Automation bots
- Seniority and Leave Plans
- Element Design and Implementation
- Training beyond what was included in the Core Implementation
- Development and maintenance of custom programming including ActivityHD® 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 module or 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

### C. Special Considerations for Support and Training

- If training is required beyond what was included in the Core Implementation, it will be charged at the hourly rate in effect at that time. Support services are not 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 ActivityHD® 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 ActivityHD® system, including the SQL Server machine and company server machine.
- Because of the stability and compatibility with the **AccountingWare®** company infrastructure, the use of *Cisco™ VPN AnyConnect* technology 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.
- If **Customer** makes any subsequent changes to their system infrastructure that adversely affects the performance of any of the ActivityHD® System components, **Customer** will be responsible for the cost of **AccountingWare®** having to adapt our systems to accommodate those changes.
- General ActivityHD® System Requirements can be found on the **AccountingWare®** website using the following: <https://accountingware.com/help/#System-requirements.htm>.

### E. Removal of Companies, Software Packages and Users

Removal of any item on the service agreement is not permitted. The items on the service agreement must directly correspond to the ActivityHD license. Under extenuating circumstances, the only exception allowed is user support. Support can be suspended temporarily on a user without changing the license. **AccountingWare®** and the customer will agree on the length of time allowed for the suspension. Note: Suspension of user support does not include the license subscription or hosting cost.

### 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 [support@accountingware.com](mailto:support@accountingware.com).

**ADDENDUM 2**  
**TESSITURA BRAND USAGE TERMS**

Tessitura® is a registered trademark of Impresario L.L.C. and is used by the Tessitura Network, Inc. under license.

The Tessitura Network, the licensor and developer of Tessitura Software, does not support or verify the effectiveness of the integration or the capabilities of this product. Any and all support and questions regarding this application should be directed solely to **AccountingWare®**.