

## **Maintenance and Technical Support**

1. Maintenance Services for Legislative Tracking System. Contractor will provide software maintenance coverage for the Legislative Tracking System and enhancements that includes technical support, documentation updates, availability for assistance in data backup and recovery; availability for developing Enhancements to the Legislative Tracking System; availability for training of End-User staff; customer direct and remote access support; and Releases.
2. Releases. Contractor shall provide to the End-User by posting on its File Transfer Protocol (FTP) site, Releases that may be distributed by Contractor which shall be diligently installed or caused to be installed by the End-User to the End-User's computer system where the Legislative Tracking System is licensed and operational.
3. Contractor agrees to remedy and issue Releases correcting such performance problems as expeditiously as possible, but no later than 30 days from the date of being notified of such performance problems. If corrections will not be completed within 30 days, the DHCD Project Manager may extend the time period. All notices and any extension for completion shall be confirmed in writing by DHCD Project Manager with Contractor Project Manager. Contractor Project Manager shall notify DHCD Project Manager in writing of specific problems that are not due to malfunction or other performance problem of the Legislative Tracking System.
4. Customer Direct and Remote Access Telephone Support. The End-User will be entitled under this Maintenance Agreement to timely telephone consultation with Contractor.
5. Backup and Recovery. Contractor shall be available to assist End-User in the backup and recovery of data. End-User agrees to implement adequate backup and archival procedures to insure that the Legislative Tracking System and End-User's data files are recoverable in the event of need. Said procedures shall include generation of daily backups on magnetic media as well as on-and-off-site archival of said backup media. If End-User does not maintain adequate daily backups in magnetic media as well as on-and-off-site archival of said back up media, End-User shall pay Contractor for all work performed in connection with recovery procedures on an hourly basis at the Contractor's Standard Rates.
6. Additional Application Software. In the event that the End-User should in the future acquire licenses to use Contractor application software (hereinafter "Additional Application Software") from Contractor in addition to the Application Software covered hereunder, and provided that Contractor's standard terms of maintenance have not been modified by Contractor, the End-User will have the option to request modifications to the Maintenance Agreement to include Additional Application Software through the term of the Maintenance Agreement.

7. Future Enhancements. Contractor agrees to provide to End-User Enhancements of the Application Software that may be developed by at the request of End-User. Enhancements will be performed by Contractor on an hourly basis at the Contractor's Standard Rates, and shall be deliverable pursuant to a project plan and price quote for Enhancements as prepared by Contractor and approved by End-User.
8. Training. Contractor agrees to provide training to End-User's staff on the use of the Legislative Tracking System. The Project Manager will initiate requests for training whenever End-User, at its discretion, determines a need for training. Training on the Legislative Tracking System will be provided by Contractor on an hourly basis at the Contractor's Standard Rates.
9. Initial Term. The services contained in this Maintenance Agreement for the Legislative Tracking System shall commence upon proper execution by all parties and approval by all appropriate State of Maryland agencies.