

The logo for Encore Technology Group features the word "encore" in a bold, red, lowercase sans-serif font. The letter "o" is replaced by a stylized graphic of three concentric, overlapping circles in shades of gray and red. Below "encore", the words "technology group" are written in a smaller, gray, lowercase sans-serif font, with wide letter spacing. The background of the top half of the page is a black and white photograph of a modern urban development. It shows several multi-story buildings with large windows and balconies, a river or canal, and a metal truss bridge crossing the water. The sky is filled with soft, white clouds.

# encore

technology group

## **Enboard Services Agreement**

Encore Software Solutions

## **Customer's Name**

State

## **Encore Technology Group**

2000 Wade Hampton Blvd. • Suite 210 • Greenville, SC 29615  
(888) 983-6267 • [www.encoretg.com](http://www.encoretg.com) • [www.enboard.com](http://www.enboard.com)

## General Information

### General

DIR Contract DIR-TSO-4191 and Enbord Managed Services Agreement governs Agreement. This Encore Software Solutions (“ESS”) Managed Service Agreement hereinafter referred to as the ‘Agreement’, between the parties identified below defines the terms and conditions for providing Enboard and the associated services described herein. Encore Technology Group, LLC shall be the Service Provider and custodian of this Agreement and responsible for its maintenance and revision throughout the term of service.

SERVICE PROVIDER	CUSTOMER
<b>Encore Technology Group</b> 2000 Wade Hampton Blvd. Suite 210 Greenville, SC 29615 Hereinafter referred to as 'Encore'.	<b>SAMPLE Customer Name</b> Address Line 1 Address Line 2 City, State Zip Code Hereinafter referred to as 'Customer'.

### Business Hours of Service

Encore’s regular business hours of service are Monday through Friday from 8:00 am to 5:00 pm EST. Encore’s business night & weekend hours of service are weekdays from 5:01 pm to 7:59 am EST, and all day on Saturday and Sunday.

### Support Center Hours of Service

Encore’s Support Center’s regular hours of service are Monday through Friday from 7:00 am to 9:00 pm EST. Encore’s Support Center’s night & weekend hours of service are weekdays from 9:01 pm to 6:59 am EST, and all day on Saturday and Sunday.

### Holidays

Encore considers the following days as holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. In the event these holiday’s conflict with the State of Texas schedule, the State holiday schedule will prevail.

### Terms and Conditions

DIR Contract DIR-TSO-4191 Section 7(a, b, c and d) Shrink/Click-wrap License Agreement will apply to these on-line Terms and conditions. All sales are subject to and conditioned upon the terms and conditions of DIR Contract DIR-TSO-4191 and those posted at <http://www.encoretg.com/terms-and-conditions>.

## Encore Support Center

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### Request Support

The preferred method for initiating a support request is via our web page at <http://www.encoretg.com/support/support-center>. Complete and submit the form, and an Encore engineer will be assigned your ticket, and respond via email or phone within the appropriate response time. Alternatively, you reach the Encore Support Center during regular hours of service by phone calling (888) 983-6267, Option 1.

### Remote Access

The CUSTOMER shall cooperate with Encore in attempting the most expedient and cost-effective resolution available. The CUSTOMER grants and enables Remote Access permission for Encore authorized support personnel to attempt to evaluate and resolve Service Requests. Devices without remote access cannot be supported unless otherwise noted.

### Issue Tracking and Reporting

Encore maintains an internal system for tracking service requests from our Customers. Encore's Support Center generates a ticket upon CUSTOMER contact and the system allows us to track and measure the service request. Reports are generated and sent to the CUSTOMER's designated contact. Custom reports can be generated upon request with any additional details that are logged in the system.

### Issue Escalation

We are continually trying to improve our Customer experience and want to know when we don't meet expectations. If you have submitted a ticket and are not getting the service you expect, please escalate your issue in the order listed below:

First Escalation	Second Escalation	Third Escalation
Chris Schmidt	Michael Knight	Todd Newnam
Director of Software Operations - Enboard	Chief Strategy & Technology Officer	Chief Executive Officer
864-326-3564 (Direct)	864-326-3276 (Direct)	864-326-3429 (Direct)
<a href="mailto:cschmidt@encoretg.com">cschmidt@encoretg.com</a>	<a href="mailto:mknight@encoretg.com">mknight@encoretg.com</a>	<a href="mailto:tnewnam@encoretg.com">tnewnam@encoretg.com</a>

## Scope of Agreement

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### Scope

This Agreement is limited to the services defined under this section. Services shall be provided for the Term of Service, during Service Hours, and billed in accordance with the Service Payment Schedule and Appendix A, Section 8I of DIR Contract DIR-TSO-4191.

### Term of Service

This Agreement shall commence as of xx/xx/xx and remain in effect for xx months.

### **Service Limitation**

The services covered under this Agreement are limited to the support relating to Encore ESS Services. Services performed outside the terms of this agreement will be billed at Encore's standard hourly rates based upon the services performed. Some third-party software applications and network infrastructure may not be covered under this agreement and may require manufacturer support.

After Implementation, Encore-provided Annual Technical Services is limited to engaging in (10) Applications (can be SSO, EA and Resource Provisioning Combined) and (2) Account Provisioning Major changes (Ex. Authoritative Source Change, Additional SIS or HR Field Creations) annually (provided Subscription is Active). These changes are limited to Applications and/or Integrations that Encore has an existing Library (Macro, Assembly, Connection) for or is considered Common by Encore (Known/Well Documented Integration Information). Any changes required outside of the stated number per year for Common Applications will be billed at \$1,000 per SSO/EA Application and \$2,500 per ILM/Provisioning. Any additional charges will result in a Purchase Order change. Vendor will not provide additional services unless DIR customer issues appropriate written documentation for approval of such additions. ~~Any requests for changes that include components, sources, destinations, etc. that are not listed in Encore's Existing Library or are considered Common by Encore will result in a Change Order, a Separate Scope and a separate line item billing for development.~~

Note: Customer is NOT limited to making their own SSO Application Additions or Changes to the Platform once Customer has completed Enboard Training. Customer will not be charged additional fees for adding or changing their own Applications.

### **Managed Services**

The managed services listed in the Service Payment Schedule below are included in this Agreement.

### **Service Level**

This Agreement includes Encore's standard service level of support, which includes the following:

- Guaranteed Response Time - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by an Encore authorized support personnel within (4) business hours.
- Remote Support Service - Encore will provide unlimited hours of remote support service relating to Encore Software Solutions.

### **Agreement Termination**

This Agreement may be terminated in accordance with DIR Contract DIR-TSO-4191 Appendix A, Section 11 Contract Enforcement. CUSTOMER

## Payment

### Service Payment Schedule

Payment will be in accordance to DIR Contract DIR-TSO-4191 Appendix A, Section 8 Pricing, Purchase Orders, Invoices, and Payments.

Service Payment Schedule identifies the bill rates and terms for remittance for services rendered under this Agreement and throughout the Term of Service. Service Payment Schedule is provided herein. ~~Additional taxes~~

Managed Service Description	Quantity	Amount
Encore ESS – xxxxx>	<##>	\$xxx
Encore ESS – xxxxx>	<##>	\$xxx
Encore ESS – xxxxx>	<##>	\$xxx
Encore ESS – xxxxx>	<##>	\$xxx
Encore ESS – xxxxx>	<##>	\$xxx

## General Terms and Conditions

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In accordance to DIR Contract DIR-TSO-4191 Appendix A Standard Terms and Conditions for Products and Related Services Contract, DIR customer's may agree to different terms, different agreements terms will be stated in the Purchase order which will supersede any other documents hereafter.

### **Entire Agreement**

In accordance to DIR Contract DIR-TSO-4191 and this Agreement, unless Encore and CUSTOMER have entered into a written contract signed by both parties governing the sale of products and/or services by Encore, these Terms constitute the final and complete and exclusive statement of the terms of the agreement between Encore and CUSTOMER regarding the sale of products and services by Encore to CUSTOMER. These Terms supersede all prior or contemporaneous proposals, quotations, agreements, statements, understandings, communications, forecasts, samples, models, specifications, course of dealing and usage of trade, whether written or oral, none of which shall be part of the agreement between Encore and CUSTOMER. Notwithstanding anything in these Terms to the contrary, if a written contract signed by Encore and CUSTOMER is in existence governing the sale of products and/or services by Encore, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Where services are ordered, the terms of ENCORE's Standard Master Services Agreement and any related supplements or those of the third-party vendor, as applicable, apply and are incorporated herein by reference. However, in all cases DIR contract 4191 shall prevail.

### **No Reliance**

CUSTOMER represents and warrants that it is not relying upon any representation of Encore not contained within these Terms, except as otherwise provided in a written agreement signed by both Encore and CUSTOMER governing the sale of products and/or services by Encore.

### **Availability**

Product availability and product discontinuation are subject to change without notice.

### **Price**

Price will be in Accordance with DIR Contract DIR-TSO-4191 Appendix C Price index and Appendix A Section 8 Pricing, Purchase Orders, Invoices, and Payments. All prices are exclusive of any applicable import duties and tariffs, custom fees, export licensing fees, import or export taxes, federal, state, provincial, municipal, and other government taxes (such as sales, use, value added, and property taxes), and any other taxes or official charges, all of which are CUSTOMER's sole responsibility

### **Taxes**

Taxes shall be handled in accordance with DIR Contract DIR-TSO-4191 Appendix A, Section 8E Tax-Exempt.

### **Credit and Payment Terms**

Credit and Payment terms shall be handled in accordance with DIR Contract DIR-TSO-4191 Appendix A, Section 8 Pricing, Purchase Orders, Invoices, and Payments.

### **Retention of Title**

All products delivered to CUSTOMER shall remain the property of Encore, or if such retained title is not valid or enforceable under applicable law, Encore shall have and retain a security interest and lien in and against the products until Encore shall have received payment in full therefor from CUSTOMER. agrees that it shall not transfer to any third-party any interest in any products for which Encore has not been paid in full. In accordance to DIR Contract DIR-TSO-4191 Appendix A, Section 10 A Indemnification.

### **Shipment and Delivery**

Encore will process orders and work with its distributors to have product shipped based on product availability at the time of order placement in a timely manner. Encore and its distributors will ship products using a carrier of choice at the time of shipment. All products are shipped FOB Destination, In accordance with DIR Contract DIR-TSO-4191 Section 8D Shipping and Handling Fees.

### **Defects and Claims**

CUSTOMER shall examine all products with ten (10) days after receipt and shall promptly notify Encore of any alleged damage or nonconformity. CUSTOMER's use of the products shall be deemed acceptance as conforming to these Terms. All claims of any kind, nature, or description are barred and waived unless made in writing. CUSTOMER shall be deemed to have accepted the products, and any right to cancel, reject, or claim damages shall expire, unless CUSTOMER's written and particularized claim is received by Encore (1) within ten (10) days after receipt of products for all claims other than those for latent defects or (2) within ninety (90) days after receipt of products for a latent defect; provided, however, that in no case shall any claim be considered after products have been altered in any manner. After receipt of written notice of claimed defective products, CUSTOMER will make the products available to Encore. If Encore determines that a defect claim is valid, Encore may, at its sole option and election, (1) replace any defective products, (2) repair any defective products, or (3) accept return of any defective products and refund the purchase price to CUSTOMER. The foregoing constitutes CUSTOMER's exclusive remedy for any defective products.

### **Returned Materials Authorization**

CUSTOMER must comply with Encore's Return Material Authorization ("RMA") Policy, as may be amended from time to time, with respect to all returns. Used product(s) will not be accepted as a return, and CUSTOMER will be charged shipping and handling for the return of any unused product(s).

### **Limited Warranties**

Encore warrants that it will deliver good title to the products. EXCEPT FOR THE WARRANTIES IN THE PRECEDING SENTENCE, ENCORE MAKES NO OTHER WARRANTIES, AND ENCORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the extent that standard manufacturer's warranties are offered for the products, CUSTOMER shall be entitled to seek warranty

services from the product manufacturers in accordance with such warranties; provided, however, that Encore shall have no responsibility under such manufacturer's warranties.

### **Limitation of Liability**

CUSTOMER Limitation of Liability shall be handled in accordance to DIR Contract DIR-TSO-4191 Appendix A, Section 10K Limitation of Liability.

### **Default**

CUSTOMER shall be in default and material breach of these Terms upon the occurrence of any of the following: (a) CUSTOMER's uncured breach or nonfulfillment of these Terms or any other contract with Encore; (b) CUSTOMER's failure to make timely payment to Encore for any installment of products or services; (c) CUSTOMER's failure to accept any installment of non-defective products; . In the event of any such default by Customer Encore may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of any purchase order or any other contract with CUSTOMER (with CUSTOMER liable for damages); (ii) defer any shipment under any purchase order or any other contract; (iii) declare immediately due and payable all outstanding invoices due to Encore; (iv) immediately repossess all or any part of products in transit or in the custody or control of CUSTOMER pursuant to these Terms or any other contract, at the sole risk and expense of CUSTOMER; (iv) finish all or any portion of its performance of any orders for products or services and charge CUSTOMER the full purchase price, and (vi) re-sell all or any part of the products covered by any purchase order or any other contract, or any materials supplied, at public or private sale, with CUSTOMER responsible for all losses and expenses incurred in such sale.

### **Software License and Use of Software**

The terms and conditions applicable to software provided with any products purchased are incorporated by reference into these Terms and shall be those stated on the applicable software license agreement or similar end-user license agreement for the software.

CUSTOMER agrees that any software, technical and/or business information owned by Encore ("Information") or its suppliers or licensors and furnished to the CUSTOMER shall be and remain the property of Encore, or other party, respectively.

All software and Information furnished to CUSTOMER shall be used by CUSTOMER only to install, operate or maintain the product for which they were originally furnished; shall not be reproduced or copied, in whole or in part, except as necessary for authorized use; and shall, subject to state retention policies, rules and statutes, together with any copies except copies for CUSTOMER's archival purposes containing the business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished; and all software and information designated as "confidential" or "proprietary" shall be kept in confidence and no longer used except as may be required by state or federal law.



### **Parts Warranty and Software Maintenance**

CUSTOMER is responsible for costs of all parts replacements and software maintenance either directly or indirectly through 'Third-party Maintenance Agreements' with the appropriate supplier or manufacturer as they may relate to the covered services or systems. ENCORE may manage the 'Third-party Maintenance Agreements' on behalf of CUSTOMER as defined in the Scope of Work issued by Encore.

### **Customer Data**

Any information and data provided by CUSTOMER to Encore and used by Encore directly or indirectly in the performance of services shall remain the property of CUSTOMER.

Encore shall take commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage or destruction of CUSTOMER's data and information, as deemed appropriate in ENCORE's sole discretion. ENCORE shall take commercially reasonable measures to ensure that its staff complies with the precautions taken by ENCORE to preserve the security and integrity of CUSTOMER's data and information.

Upon completion of the services, Encore shall, when directed to do so by CUSTOMER, instruct all its agents and sub-contractors to, erase all information and data provided by CUSTOMER to Encore from Encore's production operating environment. CUSTOMER's data will be removed from Encore's backup systems when the backups age-out from the normal backup retention schedule. If not previously instructed to erase by CUSTOMER, Encore will have the right to delete CUSTOMER's data from the operating system at any time from and after thirty (30) days following completion of the services.

### **Disclaimer**

Encore is not responsible for CUSTOMER's loss of data. CUSTOMER is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any CUSTOMER system. CUSTOMER will be billed for all work necessary for Encore to remove a virus.

### **Force Majeure**

Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract DIR-TSO-4191.

### **Insurance**

- Insurance shall be handled in accordance with Appendix A, Section 10N of DIR Contract DIR-TSO-4191

### **Assignment and Delegation**

Assignment shall be handled in accordance with Appendix A, Section 4D of DIR Contract DIR-TSO-4191.

### **Confidentiality**

Encore and CUSTOMER agree that the terms of this Agreement any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed to any third-party without the express written consent of such other party. The confidentiality obligations shall not apply to any information (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the

independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

### **Governing Law**

These Terms, and the terms and conditions of all sales of products or services by Encore, are governed by the substantive laws of the State of Texas, without regard to traditional conflict of laws principles.

### **Notices**

Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract DIR-TSO-4191.

### **Miscellaneous**

Waivers, alterations, modifications, and amendments of any provision of these Terms shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties. The authorized representatives of Encore are solely the Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, and the Vice President of Sales, and no other person shall have authority on behalf of Encore to waive, alter, modify, or amend any provision of these Terms. If any provision of these Terms is rendered invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. Waiver of breach of these Terms shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. The headings and captions of these Terms are inserted for reference convenience and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision. Encore may modify these Terms at any time in its sole discretion, and such modified Terms shall thereafter apply to all sales of products and/or services by Encore to CUSTOMER.

## **Indemnification**

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Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract DIR-TSO-4191.

## **No Changes Without Encore's Written Authorization**

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Encore objects to and rejects any handwritten or other changes to this Agreement made by CUSTOMER unless such changes are initialed by Encore and the Agreement is countersigned by Encore with knowledge of the changes.

## **Notice to CUSTOMER**

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THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY DIR CONTRACT DIR-TSO-4191 AND THIS AGREEMENT. FURTHER,

YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENCORE WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

## Acceptance

By signing below the Both ENCORE and the CUSTOMER agree to the terms in the Agreement.

### SERVICE PROVIDER

**Encore Technology Group**  
2000 Wade Hampton Blvd.  
Suite 210  
Greenville, SC 29615

Encore Authorized Signature

Printed Name

Title

Date

### CUSTOMER

**SAMPLE Customer Name**  
Address Line 1  
Address Line 2  
City, State Zip Code

Customer Authorized Signature

Printed Name

Title

Date