
Maintenance and Support

1. SUPPORT.

- As long as a Maintenance and Support Agreement is in place, the **CUSTOMER** shall have approved access to the **THINKGATE** Call Center.
- The services provided by **THINKGATE** may be amended at any time provided that the amendment substantially complies with the Amendment form included in Exhibit "B" to the Master Agreement. Further any and all Amendments must make specific reference to the Master Agreement and must be executed in writing by both **THINKGATE** and **CUSTOMER**. Any Amendment executed by the parties shall be incorporated in and subject to the terms and conditions of the Master Agreement.
- **CUSTOMER** may request **Error** or **Bug** fixes under this Exhibit "C" by submitting a **Trouble Ticket** to **THINKGATE**.
- **CUSTOMER** understands and acknowledges that **THINKGATE** may provide **Upgrades, Enhancements, Error** or **Bug** fixes, security patches, or other changes to **the Platform** or **Hosting Environment** at any time. Scheduled releases to **the Platform** or **Hosting Environment** shall be with notification when **CUSTOMER** is utilizing the **THINKGATE** (SaaS) Software as a Service model; however, prior notification to **CUSTOMER** for any minor **Upgrades, Enhancements, Error** or **Bug** fixes, security patches, or other changes will not be required.
- **THINKGATE** will provide supporting documentation when appropriate for **Upgrades, Enhancements, Error** or **Bug** fixes or other changes to **the Platform**. The supporting documentation may be in the form of updated **Manuals, Quick Start Guides, Release Notes** or other notification mechanism such as automated system notifications, email or memo format.
- **CUSTOMER** understands and acknowledges that **THINKGATE** may provide major version **Upgrades** at least two (2) or more times during the year and releases as often as needed to meet the obligations of this agreement and/or to improve upon the functionality of **the Platform**.
- **CUSTOMER** understands and acknowledges that **THINKGATE** will only provide support for the most recent version of the **Product Modules**.

2. TERM OF SUPPORT

The Maintenance and Support Agreement shall commence on the July 1, 2012, and will terminate on June 30, 2014. The Maintenance and Support Agreement shall automatically renew for successive one (1) year terms unless either party provides the other with notification of termination at least ninety (90) days prior to expiration of the then-current term.

3. TRAINING (Included in Perpetual License Fees)

In a traditional product implementation, **THINKGATE** provides multiple days of onsite training for district personnel, who then relay this training throughout the district for administrators, teachers, etc. These onsite training sessions normally require a minimum of two days for up to 20 participants. The training plan for **CUSTOMER** will be customized to meet the specific needs

defined during the joint CUSTOMER/THINKGATE project. Many of the factors that will impact training will not be known until requirements and design tasks are completed.

THINKGATE has included in this proposal four days of onsite user training, and four days of onsite system training. The user training will be available for system usage training; the specific contents and audience will be determined during the project. The system training will target system internals, and will assist those responsible for ongoing maintenance and support processes.

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| User Training (Train the Trainer session up to 20 participants – 8 days onsite (4 sessions of 2 days)) |
| Help Desk Training (Train SBSC support personnel – 4 days onsite(2 sessions of 2 days)) |
| Systems Training (Train SBSC technical personnel on system internals – 4 days onsite (2 sessions of 2days)) |

4. **FEE SCHEDULE**

| Maintenance and Support Fees | Total |
|--|-------------|
| Training as written here in Section 3 included through 6/30/2013 | Included |
| Year 1 and 2: 7/1/2012 - 6/30/2014 | No Fee |
| Year 3 through 5: commencing 7/1/2014 on an annual basis | \$60,000.00 |
| Year 6 and thereafter the fee shall be negotiated | |

5. **CAPITALIZED TERMS**

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Master Agreement dated _____.

SIGNATURES:

IN WITNESS WHEREOF the parties hereto have executed this Exhibit C, License Agreement, as of the first date below.

Thinkgate, LLC
Partner:

The School Board of Sarasota County, Florida
School System:

Signature:

Signature:

Eric B. Waynick, President / CEO
Name and Title:

Caroline Zucker, Board Chair
Name and Title:

Date:

Date: