

SCHEDULE B: MAINTENANCE AND SUPPORT SCHEDULE

This Maintenance & Support Schedule (this “Schedule”) is made by and between Electrical Distribution Design, Inc. (“EDD”) and Company (“Licensee”) and is a part of and is governed by the terms of the License Agreement (the “License Agreement”) for The Integrated System Model and Distribution Engineering Workstation Software (together, the “Product”) under a valid and current License Agreement with EDD (the “License Agreement”)

EDD will provide maintenance and support services as set forth below. Subcontractors of EDD may provide some services.

1. Software Versions and Upgrades

EDD employs an agile software development process, i.e. “Scrum”, which utilizes customer collaboration to routinely increment product releases based on common industry needs or feedback.

All upgrades and new releases for the licensed Product set that occur during the covered period of an active Maintenance Agreement will be made available to Licensee as part of this agreement.

The product release version initially provided to Licensee (the “Initial Release”) is identified in Part 2 of the License Agreement, and is the earliest release that will be supported by EDD under this schedule.

Any Licensee data changes related to any upgrade are the responsibility of the Licensee. Some product upgrade options may require upgrades to third party products, such as operating system version, service packs, drivers, etc. The Licensee is responsible for the cost and installation of any third party requirements associated with a selected upgrade.

2. Defect correction

EDD will investigate reported defects and use all reasonable efforts to promptly correct the problem or provide a workaround solution. Defect corrections will be released based on the defect severity classifications described below.

Severity Level One -- Critical:

Where a “critical” defect has been identified, the Licensee will receive an individual defect correction using the appropriate “Hot-Fix” mechanism, which may range from a single DLL patch to a complete program upgrade. Upon classification of the defect as Level One, EDD Support will provide the client with an estimate for the time required to correct the defect and work diligently to resolve the defect. An issue is classified as “Severity Level One” if any of the following are true:

- A mission-critical subset of the Product is unavailable. No workaround is available.
- A mission-critical subset of the Product intermittently fails. No workaround is available.

- A mission-critical subset of the Product returns incorrect results.
- A mission-critical subset of the Product fails. A workaround is available but not acceptable for long-term operation.

Severity Level Two -- Moderate:

Where a “moderate” defect has been identified, the defect correction will be incorporated into a service pack. The licensee will be required to install the service pack to resolve the defect. An issue is classified as “Severity Level Two” if it is not Severity Level One and any of the following are true:

- The Product has cosmetic deficiencies that do not impact the ability of an individual to perform his/her work task, such as spelling or font errors.
- Deficiencies that have a workaround available, which is acceptable for long-term operation.

Severity Level Three -- Enhancement:

An issue is classified as “Severity Level Three” if:

- Licensee requests the extension or improvement of Product functionality beyond the specifications.

While Licensee is current on Maintenance Fees, the Licensee is entitled to correction of each agreed Severity Level One defect without additional charge, and correction of Severity Level Two and Three issues by the provision of minor releases without additional charge. Corrections of Severity Level Two or Three issues beyond the provision of minor releases will be charged at the then-current hourly rates. A defect is considered “open” until it is corrected, integrated into a service pack, retested by EDD, and found to have been corrected. A defect corrected for a specific customer is retested and closed by that customer or its delegate.

3. Exclusions for Defect Support

EDD shall not be obligated to fix any issue with any supported release if any of the following are true:

1. Customer has altered, damaged, or modified the Product or incorporated the Product into other software in a manner not approved by EDD;
2. The issue is caused by Licensee’s or a third party’s software, code, extensions or equipment, or by Licensee’s negligence, abuse, misapplication or use of the Product other than as specified by EDD or otherwise provided by EDD, or other problems beyond the reasonable control of EDD;
3. Licensee has allowed this Schedule to lapse by failing to pay the Maintenance Fee. **Note:** Re-instatement fees of the Maintenance Agreement for support coverage include purchasing coverage for the entire lapsed period.

4. New feature development

Any new code development requested by Licensee will be negotiated outside this agreement. There is no implied or explicit guarantee that any Licensee enhancement will be incorporated in the baseline product. Therefore, Licensee is encouraged to work with EDD to develop generalized solutions that can be considered as candidates in the planning of future baseline product releases.

5. Support Access

Personal (phone-access) support is available during standard business hours for assistance or defect notification. Defects may also be reported via “Bug Reports” from the EDD website or via email. Refer to the EDD website, i.e. <http://www.edd-us.com/contact.html> for specific contact details.

Remote support may require a remote login to one or more Licensee computer(s). In this case, the support team will need the Licensee to provide access to the environment on which the Product is installed.

6. On-site support

On site support is provided when remote support is either not available or not practical. On site support will require advanced planning and commitment by both Licensee and EDD to insure the proper resources are available for the requested travel period. The current hourly rates will apply.

Licensee is responsible to cover the travel expenses for the support team.

7. Term of the Schedule

The initial term of this Schedule shall be one year. EDD shall invoice Licensee in advance for subsequent one-year renewal terms. If Licensee pays the invoiced amount, this Schedule will renew automatically for the next renewal term.

For new system installations, the term of this Schedule begins when Licensee accepts the Product and any applicable warranty period has expired. Any outstanding issues associated with acceptance will be documented, including the plans to resolve the outstanding issues. Unless explicitly stated, the resolution of the outstanding acceptance issues is managed outside of this Schedule.

For systems already accepted and / or renewal licenses, the defect conditions that existed in the system prior to the date this Schedule is executed are not covered by the Schedule unless explicitly documented with an addendum to this Schedule.