

Customer Support Program

The Customer Support Program is limited to the policies below:

Definitions

Customer Support Program: The software and application maintenance package.

Support Activation Date: The date support begins. This occurs on the installation date of the software application.

Base Maintenance: The annual payment for the Customer Support Program excluding the maintenance cost per license (see Software Maintenance).

Software Maintenance: The cost of maintenance per Omega software license.

Term Date: The due date for annual payment of the Customer Support Program will be referred to as the Term Date. The Term Date is established as the day and month that the software is installed on.

Payment Guidelines

1. The cost of the Customer Support Program is determined as the sum of both the Base Maintenance and the Software Maintenance.
2. Payment for the Customer Support Program is collected annually on the Term Date. The first annual payment is due one (1) year after the Installation of software.
3. Approximately 45 days prior to the annual Term Date, The Omega Group will send notice of payment in the form of an invoice to the client by email.
4. On the Term Date, The Omega Group will send a quote to the client for the cost of the Customer Support Program for the next Term Date
5. After the first annual payment, all future payments are for the Customer Support Program are subject to a 3% increase, annually.
6. The Software Maintenance for additional software licenses that are purchased after the Support Activation Date will be paid on the Customer Support Program's Term Date.
 - a. The first annual payment for the additional Software Maintenance will be prorated based on the number of days during the term that preceded the licensing of the additional software.
 - b. Following the first annual (prorated) payment, annual payments for additional Software Maintenance will be paid in full on the Customer Support Program's Term Date.

General Terms

To be eligible for Omega support services, users should be aware of, and adhere to the following terms:

1. The software license will be registered with The Omega Group. The Omega Project Manager may assist with software registration.
2. The Omega Group provides technical support for Omega software and the Omega Import Wizard interface(s) only. Specific items not included under technical support are provided below (Section: Limitations).
3. The initial Omega software application implementation and installation must be performed by an Omega Project Manager. This requirement assures that telephone support, future software service packs, and major version upgrades can be administered effectively.
4. By paying for support, the client agrees to receive support services from The Omega Group and accepts the terms and limitations of the Customer Support Program.
5. The Customer Support Program will automatically renew each term unless cancelled prior to the term date with 60 days written advance notice by sending an email to ap@theomegagroup.com.
6. Should there be a lapse in payment, all past due fees must be paid to restart service. Limited to three years of past due payments.

Limitations

Users should be aware of the following limitations regarding support services:

1. Omega's technical support is limited to unmodified Omega software technology.
2. Technical support is not a replacement for training. Customized training is available from Omega at an additional cost.
3. Technical support does not cover customizations to existing applications and/or additional development of the Omega application (i.e. building new profiles, reports or queries). These services can be provided for additional cost.
4. Technical Support is intended for Omega software only, and excludes applications that interface with Omega software.
5. Technical support does not include services in response to changes/upgrades in the client's hardware, operating system, source databases (RMS, CAD and other Databases), source data (geographic layers: including streets, boundaries, points or any reference data) or network environment.

6. In the event of complete data loss, due to server crashes or other circumstances unrelated to the to Omega software, The Omega Group will assist as resources permit, but will not be held financially responsible for reinstalling and reconfiguring the server software. If services are needed, The Omega Group may provide services at an additional charge for time, materials, and travel.
7. The Omega Group is not responsible for maintaining a back-up of the client's software application residing at the client site. The Omega Group may have a copy of application data and files stored at our offices, however this data is limited to the extractions or samples received during the application development and can quickly become out-of-date.
8. The Omega Group's Customer Support Program is not a replacement for ESRI's software Customer Support Program and does not include costs for ESRI's suite of software products, including costs to install/uninstall ESRI software components.
9. The Customer Support Program enables free software upgrades to existing applications, if the upgrade requires no more than 6 hours of Omega person hours to fully implement. Upgrades that require more than 6 hours of Omega person hours are subject to additional cost. All upgrades where Omega staff hours are performed at the client site are subject to additional cost.
10. The Customer Support Program includes toll free technical support, minor software upgrades, and discounted major version upgrades for one (1) year. The Omega Group plans to perform minor version upgrades approximately once a year. These upgrades will both enhance the usability of the software as well as add additional functionality, especially in the area of analysis tasks.
11. Enhancements to Omega software may be patches that can be downloaded from our website, or may require The Omega Group to send updated software versions via the mail. Notifications of updates are communicated to the client either by telephone or E-Mail.

Support Hours

Technical support phone hours are during the days of Monday through Friday, from 7AM to 5:30PM PST. Support is not available during the weekend. All calls should be directed to (800)228-1059 or email requests to Support@theomegagroup.com. It is Omega's intent to respond to all technical support requests within first hour of request during normal business hours.

Addendum to Omega Maintenance Program

The Support Plan is intended to provide on-going software support for the original configuration of the Omega product. This support plan includes the following:

- Omega software updates (minor)
 - Updates for the Omega software routines / functionality
 - Hotfixes
- Assistance with the setup of Omega Desktop on a new server and/or user's computer.
- Provision of the current Omega Desktop tutorial (digital format)
- Diagnosis of Omega software issues¹
- Resolution of Omega software errors²
- Diagnosis of Configuration issues³
- Resolution of Configuration errors⁴

The Basic Support Plan is **NOT** intended to provide services for the following tasks:

Under the Basic Support Plan, the following requests for service will incur an additional cost:

- Change RMS/CAD vendor(s)
- Updates to the following *Configuration Files*
 - RMS/CAD database schema updates (field length, type, size... table name change, etc...)
 - Lookup table updates (code/description)
 - Saved query updates
 - Crystal Report updates
 - GIS source file updates
 - Re-import of historical data
 - Add/remove Import Wizard profile fields
- GIS editing
- Additional profiles
- Other source file integration
- Consulting
- Geocoding rate enhancement
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc...) of the reference data or Import Wizard output data.

¹ "Software issues" include technical questions that are directly related to the Omega Desktop software.

"Software issues" **do not** include training-related questions.

² "Software errors" include software problems that impede the successful completion of an Omega Desktop routine (i.e. software bug and/or error message).

³ "Configuration Issues" include questions that are directly related to the Omega configuration files.

"Configuration issues" **do not** include training-related questions.

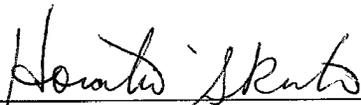
⁴ "Configuration Errors" include any mis-configuration of the original Omega Desktop product that would impede the successful completion of an Omega Desktop routine (i.e. error message).

Configuration Files for CrimeView and/or FireView Desktop Only

Configuration Files include the following:

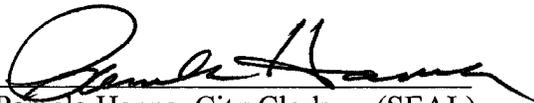
1. The Omega Import Wizard's profile configuration
 - a. SQL Statement
 - b. Composite fields
 - c. OmegaGIS fields
 - d. Lookup fields
 - e. Data cleaning
 - f. Spatial query
 - g. Address locators
 - h. Standardization fixes
 - i. Geocoding steps
 - j. Preferences
 - k. Output steps
2. The Omega Import Wizard job configuration (including scheduled task)
3. Crystal Reports
4. Saved Queries
5. GIS and/or other data
6. Map configuration (.mxd & .mxt)
7. Cyclical Reports
8. Threshold Alerts

CITY OF GLENDALE, an Arizona
municipal corporation



Horatio Skeete, Acting City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig Tindall, City Attorney