



Service Level Agreement

This Service Level Agreement (“**Agreement**”) is made by and between Rand Worldwide, Inc., including its subsidiaries and affiliates (the “**Company**”) and You (the “**Customer**” or “**Licensee**”), (both Company and Licensee shall collectively be known as the “**Parties**”). The terms and conditions of this Agreement shall apply to Company’s delivery of consulting services and support (the “**Services**” or “**Support**”) pursuant to the service level purchased by Licensee under the Proposal.

Software Support (“Common Support Features”):

- “Company Support Hours” - Monday through Friday, 8 AM to 8 PM EST (excluding United States/Canada Company observed holidays)
- Support Contract No., Company Name, and Authorized User name is to be referenced when accessing the Company’s Solution Center, by either of the following methods:
 - Electronic support at: <http://portal.imaginit.com>
 - Telephone support at: 888-528-4765/800-808-7645
 - Email support at: support@rand.com
- 24x7 access to the ProductivityNOW Client Portal
 - Web-based case submission
 - Access to view history (open and closed cases)
 - Access to the Common Solutions knowledgebase containing information and FAQs regarding your product
 - Ability to attach supporting file(s) to case for review
 - Client initiated Live Chat
 - Remote Desktop Sharing
 - Discussion Forums
- Approximate 4 hour Response Time during Company Support Hours for cases regarding primary applications (application list available upon request)
- Assist, troubleshoot, decipher, and solve basic installation error issues and error messages (excludes customizations, file/drawing recovery, and special configurations)
- Supported product configuration options functionality (excludes customer customizations and special configurations)
- Log product defects with OEM development staff (excludes retired products) for non-subscription clients

ProductivityNOW ANNUAL SUPPORT (plus Common Support Features):

- Annual per seat/per user technical software troubleshooting support for primary Autodesk products
- Unlimited number of support cases
- Excludes support for Data Management / Autodesk Vault products, Revit Server and “How to” or user training

ProductivityNOW COMPLETE (plus Common Support Features):

- Combination of:
 - ProductivityNOW ANNUAL SUPPORT; and
 - ProductivityNOW KNOWLEDGE SOURCE PORTAL
 - eLearning portal provided by Company’s designated learning management system provider. Please see Terms of Use for Portal for additional features)

ProductivityNOW Hourly FLEXTIME SUPPORT (Core) (plus Common Support Features):

- Pre-paid hourly phone/email/web product support; Support activity deducted in 15 minute increments
- Basic installation assistance and basic feature “How to” issues
- Excludes Data Management/Autodesk Vault products, Revit Server, detailed user training, and onsite support/services

ProductivityNOW Hourly FLEXTIME PROFESSIONAL SUPPORT (plus Common Support Features):

- Pre-paid hourly phone/email/web and ONSITE services/support; Support activity deducted in 15 minute increments; Onsite support/services deducted in 30 minute increments (4 hour minimum)
- Includes support for Autodesk Vault products and Revit Server
- Expanded installation assistance and feature “How to” issues
 - Certain restrictions may apply. Please consult with Company for additional details.
- Limited scheduled training activities
 - Certain restrictions may apply. Please consult with Company for additional details.

*****Certain Support/Services Exclusions may apply. Please refer to Page 2 for further details.*****



****SUPPORT/SERVICES EXCLUSIONS****

The following items are not included within the classification of the Support/Services as defined above. In no way is this list comprehensive nor should it be construed to limit the quantity or quality of exclusions that may apply:

- The Application Software is modified, updated or reloaded by unqualified personnel other than Company employees or persons authorized by Company;
- The Licensee has not been trained to perform his/her obligations in order to use the Application effectively;
- Changes which affect the performance of the software e.g. Updates, Hotfixes, Service Packs and Graphics Hardware or Drivers, except as authorized by the Company;
- Operating the Application Software on hardware or operating systems not 'certified' by the software OEM;
- Engineering or professional services, programming & scripting services (including but not restricted to; custom network deployments, systems management server – SMS, and silent install scripts), and operational procedures of any sort including installation and customization of software, how to, training or education
- Resolution of problems external to the Application including but not limited to virus checkers, malware, conflicting applications;
- Troubleshooting database installation and administration outside of the default OEM application intent (including but not restricted to Oracle, SQL, BDS);
- Process, Procedure, and Best Practices development (including documenting these items);
- Providing instruction on the theory of a FEA Analysis and/or interpreting analysis results for FEA products;
- Integrations with other software and hardware products other than those supported by OEM;
- Peripheral devices, Network Infrastructure, or Hardware (including but not limited to plotters, routers, servers, locating device drivers);
- Beta software and/or 3rd party software or add-ons (including but not limited to Autodesk Labs or product extensions);
- System administration (including but not limited to workstation or server operating system installation or repair. Knowledge of operating system commands or features);
- Onsite support (is available on a scheduled basis with Flextime Professional Support);
- Product Upgrade or Update/Hotfix evaluation (ex, testing the upgrade, implementing, evaluating client environment for compliance with product upgrade);
- Flextime Support hours may not be applied to professional services including, but not limited to; custom programming projects, consulting, creative services, onsite services, training

Should the support request fall outside the scope of Application Support, the Licensee may request additional services from Company at the Company's then current hourly/daily list price per a separately negotiated Proposal.

TERMS AND CONDITIONS

Subject to Licensee's compliance with the Company's "Terms of Use" found within each of Company's websites/portals, Licensee agrees that:

1. DEFINITIONS

- a. **Application** - means computer software designed to help the Licensee perform specific tasks
- b. **Application Support** - means the support/services provided by Company pursuant to this Agreement
- c. **Authorized Users** - means Qualified Users whom the Licensee has designated as callers or points of contact for support
- d. **OEM** - Original Equipment Manufacturer
- e. **Proposal** - means the document outlining the terms and conditions of the level of support and applications purchased by Licensee from Company
- f. **Qualified Users** - means Licensee's personnel that have attended the minimum training courses prescribed by OEM or Company for the specific application and modules being supported
- g. **Response Time** - means the amount of time, under normal and/or reasonable circumstances, taken by the Company to respond to a request for Application Support.
- h. **Release or Upgrade** - means the distribution or commercial availability of an OEM Application
- i. **Support/Services Exclusions** - means those certain exclusions listed on Page 2 of this Agreement
- j. **Updates** - means an OEM software update, hotfix or service pack

2. RESPONSE TIME and ESCALATION PROCESS

Company will use reasonable efforts to provide a response to Licensee within four (4) business hours of a properly reported request for Services or Support. Company shall not be held liable for delays in responding to the Licensee's request where such delays are attributable to communication problems beyond Company's control or a Force Majeure event.

From time to time, a request may need to be escalated to the OEM to determine if the request is a software defect, intended functionality, or to be reported as an enhancement request. During the escalation process, Company shall use reasonable efforts to provide Licensee with progress updates; provided, however, in no way shall Company be responsible or will Company guarantee a suitable resolution to Licensee in a timely manner.



- Note:** In order to effectively communicate an issue to the OEM, the Company must ensure the following:
- a. To be able to consistently reproduce the issue or scenario.
 - b. Provide the current Release number and update or hotfix level of the software application and operating system
 - c. Provide step-by-step instructions in order to reproduce the issue or scenario
 - d. If required, deliver a data sample and/or sample of an affected file(s) relating to the issue or scenario
 - e. If requested, remote web access to allow OEM personnel to remotely verify customer environment and scenario

3. LICENSEE'S OBLIGATIONS

Licensee represents that prior to requesting any Application Support that all Applications are certified by the Licensee and in accordance with the OEM's recommendations for hardware and operating system.

In order to receive appropriate Application Support, Licensee shall comply with the following requirements:

- Licensee will follow appropriate Application Support protocol as outlined by the Company
- Use the appropriate means of communication provided by the Solution Center (phone number, email, tools from the ProductivityNOW Client Portal, and/or account manager).
- Only Authorized Users to engage the Company for support
- Licensee to provide the necessary details required for the Solution Center representative to address the issue (i.e., step-by-step instructions, recorded video or data set).
- Obtain the latest and current Update for the relevant Application version
- Create a backup or save work before pursuing a solution to the support request
- Ensure the Company is notified of any of the following:
 - Departure or reallocation of Authorized User(s)
 - Arrival of new personnel to be designated as a new Authorized User
 - Must be a Qualified User and subject to Company's approval

Licensee's failure to comply with the above may affect the quality of Services/Support received by the Company.

4. TERMINATION, SUSPENSION, OR MODIFICATION

Company reserves the right, in its sole discretion, to modify, discontinue, or terminate this Agreement, at any time, without notice to Licensee and the terms and conditions in effect on the date that service is either requested or rendered will govern the relationship between the parties. The most current version of the Agreement will be accessible by visiting the Company's website at www.imagint.com. Company may suspend provision of the Service or Support or any part thereof for the purpose of carrying out or implementing necessary repairs, maintenance or improvements provided that in the event of such suspension Company will use commercially reasonable efforts to ensure that reasonable notice is given to Licensee and minimum disruption to the Service/Support is caused. Company may upgrade the Service and/or Support accessed and used by Licensee through use of the Service to new versions of such software, or install patches, service packs or the like at any time without notice to Licensee. Certain upgrades may introduce new functionality modules which will be made available to Licensee on an optional basis for an additional fee. Except as set forth in Section 8, Licensee shall not be entitled to a refund of fees, costs, or taxes in any manner (either directly or indirectly pursuant to payment, offset, or deduction) during any such suspension of the Service or Support. Company reserves the right to perform emergency maintenance services at any time and without prior notice to Licensee. All or a portion of the Services/Support may be unavailable during any period of such emergency maintenance. Licensee agrees that Company shall not be liable, either legally or financially, to Licensee during any emergency maintenance event and Licensee shall not be entitled to a refund of fees, costs, or taxes in any manner (either directly or indirectly pursuant to payment, offset, or deduction) during any such emergency maintenance of the Service/Support.

5. FORCE MAJEURE

Company will not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, extraordinary Internet congestion or extraordinary connectivity issues experienced by major telecommunications providers and unrelated to the Company infrastructure or connectivity to the Internet or failure at a Company co-location facility, (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, Company will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues.

6. INDEMNIFICATION

LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY, AND ITS EMPLOYEES, SUBSIDIARIES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THE SUPPORT OR SERVICES, (EXCLUDING LIABILITY DIRECTLY ATTRIBUTABLE TO THE GROSS NEGLIGENCE OF COMPANY) INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM ALL CLAIMS, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES, OF



EVERY KIND AND NATURE, KNOWN AND UNKNOWN, FORESEEABLE AND UNFORESEEABLE, DISCLOSED AND UNDISCLOSED. IN EACH CASE, COMPANY WILL PROVIDE LICENSEE WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT, OR ACTION.

7. WARRANTIES AND DISCLAIMER

AS BETWEEN LICENSEE AND COMPANY, THE SUPPORT, SERVICES, AND THIRD PARTY PRODUCTS/SERVICES/SUPPORT (I.E. HYPERLINKS, VIDEOS, ETC.) ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. COMPANY AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SUPPORT, SERVICES, AND ANY THIRD PARTY PRODUCTS/SERVICES/SUPPORT AND ALL COMMUNICATIONS BETWEEN COMPANY AND LICENSEE MADE THROUGH THE SUPPORT OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF QUALITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SERVICE, SUPPORT, AND ANY THIRD PARTY PRODUCTS/SERVICES/SUPPORT AND THEIR FEATURES OR FUNCTIONALITY OR ANY COMMUNICATION WITH LICENSEE ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT: (A) THAT THE OPERATION OR OUTPUT OF THE SERVICE, SUPPORT, AND ANY THIRD PARTY PRODUCTS/SERVICES/SUPPORT WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE, WHETHER OR NOT UNDER SUBSCRIPTION OR SUPPORT BY COMPANY OR ANY THIRD PARTY; (B) THAT ERRORS WILL BE CORRECTED BY COMPANY OR ANY THIRD PARTY; OR (C) THAT COMPANY OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR REQUEST OR THAT SUCH RESOLUTION WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO LICENSEE.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL COMPANY OR SUPPLIERS TO COMPANY BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SUPPORT/SERVICES OR THIRD PARTY PRODUCTS/SERVICES/SUPPORT, INCLUDING, WITHOUT LIMITATION, LOST OR CORRUPTED DATA OR FOR LICENSEE'S INABILITY TO USE LICENSEE'S COMPUTER EQUIPMENT OR OTHER PRODUCTS OR INJURY OR DAMAGES RESULTING FROM USE OF THE SUPPORT OR SERVICES, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND ITS SUPPLIERS' AGGREGATE LIABILITY TO LICENSEE ARISING WITH RESPECT TO THIS AGREEMENT AND THE SUPPORT OR SERVICES PROVIDED TO LICENSEE WILL NOT EXCEED THE TOTAL FEES ACTUALLY COLLECTED FROM LICENSEE BY COMPANY UNDER THIS AGREEMENT (AFTER PAYMENTS TO ANY APPLICABLE THIRD PARTIES) IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. SHOULD THE COMPANY TERMINATE THIS AGREEMENT FOR CONVENIENCE, LICENSEE SHALL BE ENTITLED TO A PRORATED REFUND OF ANY PREPAID FEES THAT WERE NOT USED PRIOR TO TERMINATION, SUCH REFUND BEING CALCULATED BASED UPON THE UNUSED DAYS IN THE THREE HUNDRED SIXTY FIVE (365) DAY PERIOD AFTER THE EFFECTIVE DATE OF THE PROPOSAL AND THIS AGREEMENT. COMPANY WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATING TO THE SUPPORT OR SERVICES INCLUDING ACCESS TO THIRD PARTY LINKS SUCH AS VIDEOS OR HYPERLINKS EMBEDDED WITHIN THE SERVICES OR SUPPORT. IN THE EVENT OF NONACCESSABILITY, THE LICENSEE'S SOLE REMEDY WITH RESPECT TO NONACCESSIBILITY OF THE SERVICES/SUPPORT OR THIRD PARTY PRODUCTS/SERVICES/SUPPORT ARE AT THE COMPANY'S SOLE DISCRETION AND ARE LIMITED TO A PRORATED REFUND OF THE PREPAID FEES PAID BY LICENSEE TO COMPANY BASED UPON THE TOTAL OUTAGE TIME OF NONACCESSABILITY OF THE SERVICES/SUPPORT OR THIRD PARTY PRODUCTS/SERVICES/SUPPORT. ALL REFUNDS ARE DETERMINED AND EQUAL TO 1/365TH (IF BASED UPON A ONE (1) YEAR PROPOSAL) OR 1/1,095TH (IF BASED UPON A THREE (3) YEAR PROPOSAL) OF THE PREPAID FEES PAID BY LICENSEE TO COMPANY FOR EACH TWELVE (12) CONSECUTIVE HOURS OF NONACCESSABILITY. NONACCESSABILITY SHALL MEAN LICENSEE IS UNABLE TO ACCESS SUBSTANTIALLY ALL OF THE SERVICES/SUPPORT/THIRD PARTY LINKS WITHIN THOSE TWELVE (12) CONSECUTIVE HOURS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO LICENSEE.

9. MISCELLANEOUS

In the event that any provision in this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent permitted by law and the remaining provisions will remain in full force and effect to the maximum extent permitted by law. The failure of a party to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision. Licensee may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Company and any prohibited assignment will be null and void. Company may assign this Agreement or any rights hereunder without Licensee's consent. The relationship of the parties under this Agreement is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venturer of the other. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in courts located in Delaware and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. Licensee agrees that this Agreement and the rules, restrictions and policies contained herein, and Company's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than Licensee and Company. This Agreement together with the Company's Terms of Use, Company Proposal, and the rules and policies of Company constitutes the entire agreement between Company and Licensee with respect to the subject matter hereof.