TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT

This Agreement ("AGREEMENT") made by and between **Principal Decision Systems International** ("PDSI") that has its principal place of business at **50 Corporate Park, Irvine, CA 92606**, and **Town of** **Palm Beach** ("CUSTOMER"), that has its principal place of business at **360 S County Road Palm Beach, FL 33480**, for the exclusive use of **Palm Beach Police** shall be subject to the following terms and conditions:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. **Ownership and License of TELESTAFF**

   Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.

2. **Copyright and Proprietary Protection**.

   (a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

   (b) CUSTOMER shall not:

   (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;

   (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF;

   (iii) Copy TELESTAFF for any reason other than to make one backup copy in machine-readable form for archival purposes;

   (iv) Use software other than TELESTAFF to connect directly to the Sybase database for the purpose of extracting, modifying, deleting, viewing and/or adding data. CUSTOMER acknowledges that such direct connection to the database violates the OEM agreement between PDSI and Sybase.

3. **Execution Date.** The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. **Term**. This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter this Agreement shall automatically renew for a term of one (1) year, unless either party has given notice in writing prior to the anniversary date of the intent not to renew.

5. **Product Components**. The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the recommended TELESTAFF hardware specifications.

Initial	Component	Fee
	TELESTAFF Enterprise Software License for 150 POLICE Staff Members	$ 21,000
	TELESTAFF Implementation Services for 150 POLICE Staff Members	$ 15,000
	Bid Auction Module for Vacation and Shift Bidding 150 POLICE	$ Included
	WEBSTAFF - PDSI Hosted Setup and First Year Service for 150 POLICE Staff Members	$ Included
	Additional Sybase concurrent Connections Qty:5	$ 625
		$ 625

Total Initial Acquisition Cost	**$ 36,625**
Multi- Agency 10% discount	**$ 3,662**
Total Initial Acquisition Cost with discount	**$ 32,963**

6. **Pricing**. PDSI agrees to the fees reflected above in paragraph 5 <u>are valid from June 1st 2008- August 31st 2008.</u>

7. **Payments**. CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency and that all amounts remaining unpaid for more than thirty (30) days following the date of the invoice shall be subject to an interest charge at the monthly rate of 1.5%. CUSTOMER does hereby agree to the payment terms for each component.

Initial	Component	Due
	TELESTAFF Enterprise Software License and for 150 POLICE Staff Members	Due Upon Receipt
	TELESTAFF Implementation Services for 150 POLICE Staff Members	Net 30 Days from Execution Date
	Sybase Concurrent connections	Net 60 Days from Execution Date

8. **Travel Expenses**. CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B.

9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that training and/or reconfiguration requested by CUSTOMER in addition to that defined in Appendix B will be at an additional cost.

10. **Telephony Service.** CUSTOMER acknowledges that the telephony capabilities included in TELESTAFF are designed to be compatible with POTS analog phone service from a local phones services provider, and that PDSI warrants the correct operation of the TELESTAFF telephony components only when connected to POTS analog phone lines. Should CUSTOMER attempt to connect TELESTAFF to PBX or other digital phone services, PDSI will not warrant correct telephony behavior nor will provide support for CUSTOMER's unique telephony solution.

11. **Annual Service and Support**. Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

Initial	Event	Payment
	TELESTAFF for 150 POLICE Staff Members - 1st Anniversary of the Execution Date	$ 3,780
	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TELESTAFF and WEBSTAFF as defined in Appendix C.

Should CUSTOMER increase the licensed capacity of TELESTAFF, CUSTOMER acknowledge that Annual Service and Support will increase as specified in Section 13 beginning with the next renewal period.

12. **WEBSTAFF Usage.** Access to TELESTAFF via the web is provided through the WEBSTAFF application hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew access to WEBSTAFF:

Initial	**Event**	**Payment**
☐	WEBSTAFF for 150 POLICE Staff Members - 1 month after 1st Anniversary of the Execution Date	$ 3,150
☐	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew WEBSTAFF access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access to WEBSTAFF.

13. **Increases in License Capacity:** CUSTOMER may increase the capacity of its TELESTAFF license at a future date in increments of 50 staff members for an additional fee. CUSTOMER acknowledges that increasing it's TELESTAFF license capacity will also cause an increase in Annual Service and Support, and WEBSTAFF services (PDSI-hosted Usage or Self-Hosted WEBSTAFF License and Annual Service and Support), if applicable. The following table shows the current pricing for all upgradeable components, however, pricing is subject to change without notice. Increases in TELESTAFF Annual Service and Support, WEBSTAFF PDSI-Hosted Service, and WEBSTAFF Self-hosted Annual Service and Support will be reflected at the first invoicing cycle following any TELESTAFF License Upgrade.

Initial	**Event**	**Payment**
☐	TELESTAFF License Upgrade	$ 7,500 per 50 staff members
☐	TELESTAFF Annual Service and Support	22% of TELESTAFF License Upgrade PLUS current Annual Service and Support amount
☐	WEBSTAFF PDSI-hosted Usage Fee (if applicable)	15% of TELESTAFF License Upgrade PLUS current WEBSTAFF Usage amount
☐	WEBSTAFF Self-Hosted License Upgrade (if applicable)	$ 3,000 per 50 staff members
☐	WEBSTAFF Self-Hosted Annual Service and Support (if applicable)	20% of WEBSTAFF Self-hosted License Upgrade
☐	Hourly rate for Additional Training as specified in Appendix B, ADDITIONAL TRAINING	$ 200 per hour

14. **Limited Warranty**. PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. **Limitation of Liability**. PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **Termination**. This AGREEMENT shall terminate upon the following events:

    (a) In the case of an event of default (if CUSTOMER or PDSI fails to satisfy any of its respective covenants, duties or obligations under this AGREEMENT), the non-defaulting party shall have the option to terminate this AGREEMENT. In the event of default, the non-defaulting party shall give written notice to the defaulting party of the alleged default and give such party at least thirty (30) days in which to cure the alleged default. If the defaulting party does not satisfactorily cure its default, the non-defaulting party has the right to terminate upon thirty (30) days additional written notice stating the defaulting party's failure to cure the default;

    (b) By mutual consent between both parties;

17. **Escrow**. PDSI will provide CUSTOMER the TELESTAFF source code provided that PDSI is no longer in business and that it cannot provide support even though CUSTOMER has remained in compliance with PDSI's Service and Support plan as defined in Section 10 above.

18. **Miscellaneous Provisions**.

    (a) Amendments. This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.

    (b) Entire Agreement. This AGREEMENT, including Appendices A, B, and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.

    (c) Governing Law. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Florida.

    (d) Taxes: CUSTOMER agrees to pay any tax assessed on Product Components as specified in this agreement.

(e) <u>Notices</u>. All notices, requests, demands and/or other communications required or permitted to be given or made by this AGREEMENT shall be in writing and shall be delivered by commercial overnight delivery services which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses referenced above. Any party may change its address for purposes of this AGREEMENT by notice in writing to the other party.

(f) <u>No Waiver</u>. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.

(g) <u>Assignability</u>. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

PDSI   **Palm Beach Police (CUSTOMER)**

By: _____   By: _____

Title: _____   Title: _____

Date: 05-29-2008   Date: _____

Appendix A – TeleStaff Minimum Hardware Specifications

PDSI DOES NOT TAKE RESPONSIBILITY FOR HARDWARE PURCHASED BY CUSTOMER

Following are the **MINIMUM** specifications required for a TeleStaff server designed to operate the TeleStaff software, database management system and telephony components.

NOTE: The following recommended specs are for a <u>single server running all TeleStaff components</u>.

Server Specs:
- Processor: Intel Pentium 3 GHz or better (Dual core Processor is optimum)
- RAM: 2 GB or larger
- Hard Drive: 75 GB or larger (Note: installation requires 80 meg of HD space and to run it, requires 2.5 times the DB size)
- CD/DVD Drive: 48x
- OS: Microsoft Windows 2003 Server (***must be 32-bit; not compatible with 64-bit OS***)
- Optional: 17" SVGA Monitor
- Multimedia with speakers and microphone
- Keyboard and mouse
- Hardware service: 24X7 onsite (recommended 3 years)
- **OPTIONAL**: V.90 Data/Fax Modem (only needed if using faxing capabilities)
- **OPTIONAL**: Sound card (only needed to control speed of voice in TS recording)

Telephony Components (<u>Purchase from PDSI</u>):
- 4- or 12-port port Dialogic Telephony system (4-port dialogic board - #D4PCIU4SW requires PCI-x slot; 12-port dialogic board - #D120JCTLSEW is compatible with PCI-e slot).
- Telephony system dongles (4- or 12-port)

Sybase Licenses (<u>Purchase from PDSI</u>):
- Sybase Client database license (7 concurrent users)
- Sybase Studio database license (1 concurrent user)

PCI-x Slots: The server will require PCI-x slots to support a 4-port dialogic, sound, and fax modem cards, with room for future expansion where necessary. USB sound cards are an option. ***NOTE: The recommended 4-port dialogic board is not compatible with PCI-e slots. The recommended 12-port board is compatible with PCI-e slots.***

Phone System: Telephony features of TeleStaff are tested and compatible with the **POTS analog telephone standard**. PDSI does not support department phone systems that are not compliant with this standard.

TeleStaff Performance: The specs provided are **MINIMUM hardware requirements**. TeleStaff performance can degrade depending on a number of factors, including, but not limited to, number of staff members in the database, number of concurrent users, and complexity and number of staffing rules and roster alarms. **If the potential for any of these factors exists, PDSI recommends a dual-core processor server with at least 4 GB of RAM and recommends that the City consider component distribution as discussed below**.
OPTION: Application Distribution

TeleStaff comprises multiple software applications that can operate on separate hardware devices. In some situations, improved performance may be achieved by separating processing-intensive applications and deploying them on separate servers. Common distribution methods include separating and deploying the Database Management System (DBMS), the business logic processing (Middle Tier) and the Telephony components. Application distribution can occur at any time. **For departments with over 1000 users, PDSI recommends utilizing more than 1 server.**

Recommended Minimum Client Machine Specs:
- Pentium IV Class CPU
- 1 Gig RAM
- 40-80 Gig Hard Drive (Note: TeleStaff databases do not take up significant HD space, but most machines come with 70+ GB by default)
- CD-ROM/DVD Drive
- Keyboard
- Mouse
- Computer sound card (If you want to hear/record voices in the TeleStaff database)
- Speakers (to hear TeleStaff recordings)
- Microphone (if you want to record voices in the TeleStaff database)
- Monitor
- Network Interface Card
- Windows 2000 or XP

The customer may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol.

Appendix B – TELESTAFF Implementation Services Partnership Agreement

IT IS EXTREMELY IMPORTANT THAT CUSTOMER READ AND UNDERSTAND THE FOLLOWING:

For the fee for Implementation Services specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise a summary of the TeleStaff Implementation Services. NOTE: This Appendix outlines the recommended approach to the implementation process, based on PDSI's experience with its customers. Because of the highly configurable nature of TeleStaff, there may need to be changes to the Implementation Process and Services described below. (NOTE: A PROJECT PLAN DETAILING SPECIFIC CUSTOMER DELIVERABLES, MILESTONES, AND SCHEDULE; AND A PROJECT CHARTER DETAILING CUSTOMER PROJECT SCOPE, OBJECTIVES, ASSUMPTIONS, RISK ASSESSMENT, DELIVERABLES, PROJECT TEAM AND ROLES/RESPONSIBILITIES WILL BE DEVELOPED BY CUSTOMER AND PDSI DURING THE PROJECT PLANNING STAGE.)

PROJECT INITIATION: The PDSI Customer Sales Representative transfers all pertinent CUSTOMER information gathered during the sales process to the PDSI Customer Account Manager (CAM). The CAM is a project manager who is responsible for guiding the CUSTOMER through the implementation process. However, the **CUSTOMER is ULTIMATELY REPONSIBLE FOR A SUCCESSFUL IMPLEMENTATION**, which includes allocating the appropriate resources. Once the information has been transferred, the CAM will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.

PROJECT PLANNING: A PRE KICK-OFF CALL with the CAM, Sales Representative, and CUSTOMER SPONSOR will be held to discuss project scope, project objectives, expectations regarding product functionality, roles and responsibilities of the project team, expectations of the project lead, resource planning, and implementation process. This meeting is very important to help ensure the appropriate resources are assigned to the CUSTOMER Project team and that the scope of the project is accurately defined. In addition, the CUSTOMER organization structure will be discussed to determine how many configurations the CUSTOMER data will require, and whether a single or multiple databases is recommended. Where there are multiple agencies with distinct rules, each agency will require a separate configuration. Unless there is true resource sharing (on a daily basis) multiple databases (where there are multiple agencies) is recommended.

After the call, a sample Project Charter and Project Plan will be provided to the CUSTOMER (if CUSTOMER has not already created one) to review and complete as soon as possible. The CAM and the CUSTOMER will hold multiple PROJECT PLANNING calls to refine the Project Charter and Project Plan.

PROJECT KICK-OFF: The CAM and CUSTOMER Project Team will hold a KICK-OFF CALL to review the Project Charter and Project Plan, with particular focus on project scope, objectives, product functionality, project team roles and responsibilities, and a roadmap for the implementation. Dates for CONFIGURATION TRAINING(S) will be discussed. CUSTOMER will provide CAM Daily Detail Roster Sheets BEFORE DATA COLLECTION. Project Plan and Project Charter will be finalized and signed-off before data collection.

DATA COLLECTION: This phase begins with a DATA COLLECTION Web Conference call with the CAM and the Project Team, during which the CAM will instruct the Project Team on how to collect, organize, and format pertinent CUSTOMER data for the creation of the TELESTAFF database. During the call, the CAM will also review organization structure with the CUSTOMER. Within 2-4 weeks after this call, the CUSTOMER will provide to the CAM a cross-section of data (as directed), which the CAM will use to create a database. In addition, the CAM will instruct CUSTOMER on how to analyze and document their staffing rules. Lastly, the CAM will direct CUSTOMER to review the Module I Training (watch video and review training manual) which can be downloaded from the Client Area of PDSI website). In order to understand basic TELESTAFF functionality and terminology, it is imperative that every member of the Project Team reviews this tutorial BEFORE DATABASE REVIEW.

DATABASE REVIEW: Once PDSI receives all pertinent data from the CUSTOMER, the CAM will create a TELESTAFF database. The CAM, CUSTOMER, and a CONSULTING PRODUCT SPECIALITIST assigned to the CUSTOMER implementation through to Go-Live will review the initial database (via Web Conference). The CONSULTING PRODUCT SPECIALIST will make recommendations to the CUSTOMER as to how to rework the database to accurately reflect the CUSTOMER organizational structure. The CUSTOMER will then spend time re-working the database, in accordance with the CONSULTING PRODUCT SPECIALIST'S instructions.

DATABASE REVIEW (CONT'D): Once the appropriate structure is determined, the CUSTOMER will add all data to the spreadsheet, ready for final database creation. This process of review and rework, which will be guided by the CAM and CONSULTING PRODUCT SPECIALIST, will continue until the database is signed off by the CONSULTING PRODUCT SPECIALIST and the CUSTOMER.

PDSI will ship any TELESTAFF hardware (that was purchased through PDSI – dialogic telephony cards, dongles, etc.) to the CUSTOMER and provide the necessary installation documentation.

PRE-CONFIGURATION: The CONSULTING PRODUCT SPECIALIST will work with CUSTOMER via Web Conference calls (2-3) to perform basic set up and configuration of the CUSTOMER data. The CONSULTING PRODUCT SPECIALIST will train the CUSTOMER on setting up the database, and after each call, the CUSTOMER will apply the acquired knowledge and do the setup tasks.

HARDWARE SET-UP: Prior to CONFIGURATION TRAINING, CUSTOMER must have TELESTAFF server and software installed and functional.

CONFIGURATION TRAINING: For each configuration required (determined during planning), CUSTOMER must dedicate appropriate resources to TWO CONSECUTIVE WEEKS of configuration training. The purpose of the CONFIGURATION TRAINING is to train the CUSTOMER on how to configure their data, have the CUSTOMER actually configure the data, and begin testing the configuration.

Week 1: CONFIGURATION - The CUSTOMER will attend 5 consecutive days of configuration training at PDSI's training facility in Orange, CA (9 a.m. to 5 p.m.). The CUSTOMER must assign the Project Lead, Staffing Expert, and a maximum of two other Subject Matter experts (including Union Representative, if necessary) to attend Configuration week. The CAM will work with the CUSTOMER to determine the appropriate resources to attend CONFIGURATION TRAINING. During this week, the CONSULTING PRODUCT SPECIALIST will work with the CUSTOMER to configure the CUSTOMER data.

Week 2: CONFIGURATION FOLLOW-UP - There will be **up to** 4 half-day (4-hour) Web Conferences (Tues – Fri) (a.m. or p.m.) (**maximum of 16 hours**) with the CONSULTING PRODUCT SPECIALIST to help the CUSTOMER to complete and test the configuration. If the 16 hours allotted for this week are not used, they do not roll over into subsequent phases. In addition, during this week, CAM will conduct a "Train the Trainer" session with CUSTOMER (review of Advanced TELESTAFF training) to help prepare CUSTOMER for end-user training.

TESTING AND END-USER TRAINING: Once TELESTAFF is fully configured by CUSTOMER, rigorous system testing must be undertaken by CUSTOMER. SYSTEM TESTING must include testing of all components that CUSTOMER needs for Go-Live, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a testing plan, assigning super users to test the system, creating test scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for end-user training (including creating a training plan, creating training documentation, and conducting super-user and end-user training classes). During the testing/training phase, the CONSULTING PRODUCT SPECIALIST will be available to support this process for a **maximum of 20 hours**, which must be scheduled IN ADVANCE. This allotted 20 hours of CONSULTING PRODUCT SPECIALIST support will expire within a certain time frame (to be determined and agreed with CUSTOMER during planning) and, if not used by CUSTOMER, will not roll over after this period.

PREPARING FOR GO-LIVE: An **additional 8 hours** with a CONSULTING PRODUCT SPECIALIST will be scheduled the week before Go-Live, which will be coordinated with your CAM.

ADDITIONAL TRAINING: **Any scheduled training time with a CONSULTING PRODUCT SPECIALIST (in addition to what is listed above) will be charged as specified in Section 13, plus expenses incurred. For further information on additional SUPPORT FROM A CONSULTING PRODUCT SPECIALIST that can be purchased from PDSI, please contact your Customer Account Manager.**

SYSTEM GO-LIVE: Go-live is typically in 2 stages: parallel processing for 28 days, then full Go-Live. At Go-Live, CAM and PROJECT TEAM will review the PDSI TeleStaff Help Desk procedures. From this point forward, the Help Desk will be the first point of contract for technical issues with TELESTAFF and the CAM will serve as the Customer Service contact for CUSTOMER.

.

Appendix C – Annual Service and Support

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI by telephone or through PDSI's web portal. Telephone notification will be made to PDSI's support line at (800) 850-7374. Web Portal is accessed at http://support.pdsi-software.com/. Please contact your Customer Account Manager for a unique login ID and password.

"Normal Business Hours" are 7:00 AM through 6:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays and other office closures (notification of which will be provided to CUSTOMER).

The main support line will be answered either by an attendant or automated attendant at all hours. During Normal Business Hours, each trouble report will be assigned a support ticket number. The ticket number shall be used for all subsequent inquiries relating to the original problem. During Normal Business Hours, the attendant will ring the TeleStaff Support Department and the call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 800-850-7374. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with LIVE status. All other problems will be handled on a callback basis or via e-mail. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call or e-mail in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Priorities are assigned as follows:

Priority One

Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond with a call back within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of a possible Priority-One issue. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

Priority Two

Hours of Availability:	Monday through Friday, 7:00 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond with a call back or e-mail reply within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back or e-mail reply the next business day
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

Priority Three

Hours of Availability:	Monday through Friday, 7:00 AM to 6:00 PM, Pacific Standard Time.
Description:	All other software or documentation errors not described above. These include but are not limited to: • Reporting errors or calculation problems • Documentation inaccuracies • Cosmetic issues • Misspellings • Product Enhancement requests • Questions or inquiries relating to TeleStaff Software functionality, system administration or installation
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within an average of twenty-four (24) hours during Normal Business Hours.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.