

# Application Maintenance Program

*(for gistec developed custom applications)*

## Standard Terms & Conditions

V2.1 Dated 11 November 2022



# ARTICLE 1 —APPLICATION MAINTENANCE PROGRAM – INTRODUCTION & GENERAL TERMS & CONDITIONS

## 1.1. Purpose

The purpose of this Application Maintenance Program (AMP) document is to:

- Describe the program features, options and obligations by gistec and the customer
- Describe the services provided by gistec Professional Services and Technical Support
- List general procedures and conditions including contact information and requirements.
- Describe Maintenance subscription quoting and invoicing procedures.

## 1.2. Program Overview

The Application Maintenance Program, also referred to as "**Application Maintenance**," is the Maintenance and Support for custom developed applications or tools configured by gistec on top of standard Esri GIS platforms and other supported technologies (such as Geocortex, FME, etc) delivered part of their implementation services.

Application Maintenance is the process of modifying an existing custom developed software application or a configured component/tool after delivery by gistec to correct bugs, glitches or faults on an existing environment if the issue has been isolated to have come from the specific application under consideration. The application maintenance is available to customers as an Annual Maintenance contract (AMC) and clients are encouraged to procure the Application maintenance as needed depending on their support and maintenance needs.

This application maintenance does **NOT** apply to the standard software maintenance of Commercially-Off-the-Shelf (COTS) products such as Esri, Geocortex, FME, etc or data products or hardware as this will be governed by the respective software vendor specific software or hardware maintenance agreements. The Standard COTS product maintenance policy can be reviewed from the link below:

[http://www.gistec.com/support/downloads/standard\\_support.pdf](http://www.gistec.com/support/downloads/standard_support.pdf)

## ARTICLE 2—APPLICATION MAINTENANCE SERVICES

### 2.1. STANDARD CORRECTIVE MAINTENANCE

The below section defines the scope of **Standard Corrective Application Maintenance**.

When certain functional or technical glitches are identified in an application, or an application ecosystem delivered by gistec, gistec will narrow down and isolate the problem and rectify the issue.

- a) Bugs or glitches identified on the application will be fixed based on an agreed snag-list between the gistec and customer during this period.
- b) In the case that the application defect is related to the underlying core software COTS product or product limitation, the gistec will raise the issue with the relevant parent vendor of the software product and will communicate the feedback to the customer. In certain cases, depending on the nature of the issue reported, the application vendor might suggest or provide a workaround solution and the cost that is associated with the implementation for the customer to review and provide further advice for such works. However, it is important to note that if the underlying core technology framework or APIs or constraints prevent from providing such a fix, gistec cannot guarantee providing the required fixes.
- c) No application or software upgrades, new functional enhancements or design enhancements are considered under the Standard Corrective Maintenance.

**Note:** Such requests can be availed by our customers as needed under separate and independent Change requests (CRs) and can be planned/ implemented via gistec’s Service Delivery Program (SDP). Details are available at this location about our SDP.

<http://www.gistec.com/products/downloads/gistec-SDP.pdf>

- d) Standard Corrective Maintenance is applicable only on GIS based applications or solutions developed and deployed by gistec on Esri Platform.
- e) Standard Corrective maintenance may also be applicable for applications developed on top of Esri Platform and also gistec distributed COTS products such as Geocortex Essentials, FME Software, Network Engineer, ArcFM UT etc.
- f) The bugs or glitches could be fixed from gistec offices or at customer site depending on the nature of the issue and its fix.
- g) The Corrective application maintenance program by default does NOT cover other 3<sup>rd</sup> party developed GIS applications other than gistec and if such a requirement arises this has to be mutually agreed upon before the Application Maintenance program is awarded officially to gistec and commences with the customer. (Please refer to the Customer obligations below in this regard for further details)
- h) Overnight stay /extended stay, weekend requests, UAE National / Public holiday requests, accommodation, transportation by flights, other logistics are **NOT** included under this maintenance. If such needs are required, this has to be requested by the customer separately, with costs and other logistics clearly discussed and agreed with gistec prior to engaging the resource on the required services related to maintenance.
- i) Customers who wish to take any of the Corrective maintenance below must also be current on COTS software product Maintenance.

- j) gistec does not cover standard operational activities part of any of the maintenance types such as database backups, updating antivirus, Operating system patch updates, etc. These are expected to be handled by the customer IT Ops teams.
- k) Onsite Support at Client premises is not offered by default unless there was a prior mutual agreement between gistec and customer during the Application Maintenance program and added as additional service to be provided.
- l) Technical assistance through gistec Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, tablets and other similar peripherals that are not provided by gistec, except to answer questions of how standard supported devices interface with gistec Application.

**NOTE:** During a valid maintenance period, it's important to note that if any 3<sup>rd</sup> party provider modifies (add, modify or deletes) the gistec's application source code without an agreement or performs certain settings to the application or related Enterprise GIS ecosystem that are not recommended, gistec's application maintenance will become null and void.

**1.3. Obligations of Customer.** Maintenance Customer shall take the following actions to assist the Application Provider in the fulfillment of its maintenance and support obligations:

- a) The customer is responsible for ensuring that the necessary agreements for its products' licenses with the software, platform and OS vendors are in place in order to receive the latest updates/upgrades for the licensed software.
- b) There could be situations where the application's complexity requires more than one party to be involved in the support of its various components. In such cases, the customer must sign a separate Maintenance Agreement with each party.
- c) Customer will setup and maintain a proper staging and/or test environment to be used prior to any application deployment to a production environment.

It is highly recommended to customers to maintain a minimum of at least one Test or Staging environment exactly identical to production environment with lesser specifications so as to deploy and test all applications before moving to production.

- d) Hardware warranty should be maintained by the customer with the respective hardware vendors as needed.
- e) Customer will provide all the needed relevant source code, related admin and end user manuals, design documents at the start of the Application Maintenance for the applications to be maintained by gistec under the Corrective Maintenance program. This is mandatory and needed for the Application Maintenance. Once the source code is taken over and maintained by gistec, gistec will maintain the version control of the application. **Note:** If there is a handover to be done by 3<sup>rd</sup> party application service providers who were managing and maintaining the applications prior to engaging gistec, then such handover has to be mutually agreed and provided to gistec in terms of scope and coverage and coordinated by the customer at the start of the application maintenance program. There may be an additional fee charged for such handover and will be included in gistec's offer separately in such circumstances.
- f) Customer will provide the Application Provider with sufficient documentation, information, assistance, support and test time on Customer's computer system to understand the requested change(s) or to analyze the bugs/glitches reported.
- g) Help Desk Authorized Individuals are the only individuals or callers authorized to contact the Application Provider for Technical Support.

## ARTICLE 3—SUPPORT SERVICES

### 3.1. Support Services. gistec Support Services comprises the following:

- a) gistec Online Support Center (<https://my.gistec.com/>). The gistec Online Support Center is a website that authorized callers for the Application can use to get self-help and web-based assisted support. Authorized callers can submit support Incidents, track Incidents, and review submission status. The website also provides technical articles, updated product documentation, blogs, links to forums, technology announcements, and more.
- b) Secure Live Remote Support. gistec may interact with Customer's system using standard remote tools to assist with technical support. Customer to provide the needed remote access as needed.
- c) Technical Professional Services (PS) Support shall log the incidents received from the Help Desk Authorized Individuals.
- d) Technical Professional Services (PS) Support shall review all information collected by and received from Help Desk Authorized Individuals including preliminary documented troubleshooting provided by Help Desk Authorized Individuals when Technical Support is required.
- e) Technical Professional Services (PS) Support may request that Help Desk Authorized Individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Help Desk Authorized Individuals.
- f) Technical Professional Services (PS) Support shall attempt to resolve the Incidents submitted by Help Desk Authorized Individuals by assisting the Help Desk Authorized Individuals and not the Licensees.
- g) When the Incident is resolved, Technical Professional Services (PS) Support shall communicate the information to the Help Desk Authorized Individuals, and Help Desk Authorized Individuals shall disseminate the resolution to the Licensee.
- h) Issues that have been identified as a software vendor specific will be escalated to the named vendor on behalf of the Customer.



### 3.3. Accessing Support Services. Customers are required to designate Authorized Callers for all direct Support Services related communications with gistec. The Maintenance type identifies the number of Authorized Callers that a Customer may designate for each application. Customers may replace an Authorized Caller at any time by notifying gistec Support Services.

Customers within the United Arab Emirates may contact Support Services between 8:00 a.m. and 5:00 p.m. (UAE time), Monday through Friday, except for local holidays.

gistec Technical Support can be contacted through the following channels:

- a) **By Web Portal.** Support Web Portal ([www.my.gistec.com](http://www.my.gistec.com)) is available to Customers that do not want to telephone or that cannot reach technical support during normal operating hours. Customers may request support by completing an online web form. Requests through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist beginning the next business day. Support requests are answered on a first come, first served basis. All Incidents reported by web form are given the same priority and level of attention as those reported by telephone.
- b) **By Email.** Support email is available to Customers that require quick answer to a specific question. Requests through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged into my.gistec and assigned to a technical specialist beginning the next business day.
- c) **By Telephone.** Each reported technical support request is logged as an Incident and given a unique identification number for Customer's reference and tracking. After an Incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Application. If a specialist is unavailable, the call is placed in a dispatch queue. Licensee will then be contacted by

the first available technical specialist.

**3.5. Incident Classification.** The following classification will be used to identify the Support Request based on its severity:

- Priority 1 - Critical Technical Issues consist of a total loss of core functionality in the application/software that severely affects the Customer's business operations.
- Priority 2 - Major Technical Issues include severe performance problems in the application/software or loss of data that has a noticeable impact on Customer business operations.
- Priority 3 - Other Issues consist of technical issues that have minor or no impact on business operations, or bug fix and enhancement requests pertaining to Software maintenance

gistec will respond to all Technical Support on a first come, first served basis. Application Maintenance Change Requests will be answered within two business days. The response shall include an expected delivery date for actual application changes accepted by gistec. This will be provided as a SoW / Action plan with an estimate of the service man days required to complete the work. In some cases, due to the urgent nature of the incident, gistec may perform the activity and then submit the required Service man days of Professional services for fixing the issues which can be approved by the customer.

**3.4. Response and Resolution Time.** Resolution times are dependent on factors that are often outside the control of gistec. These factors often include but are not limited to operating system limitations, limitations based on user-designated workflow, security issues, integration with third-party applications that have not been provided by gistec and customer availability. Usually, gistec is able to answer questions and suggest solutions to Incidents according to the table below, but the turnaround time for a response may depend on the complexity of the Incident. While it is gistec's goal to provide an acceptable resolution to all incoming issues, gistec cannot predict resolution time.

Response/Resolution times are during Support hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. (UAE time), excluding UAE holidays. Response time is defined as the period of time within which gistec will acknowledge receipt of an Incident request from the customer. Resolution time starts after the Incident is logged. To request a severity level change, submit the request to the technical support analyst. Any request for critical-and high-severity Incidents must be submitted to the technical support analyst via telephone.

**3.3. Preparing for Contacting Support Services.** When contacting gistec for technical assistance, Customers must be prepared to provide as much of the following information as possible:

- Customer Number
- The phone number and e-mail address where Customer can be reached
- The Name and Type of the deployed application
- The Type and Version of the operating system used to run the Application
- The database Type and Version used by the Application (if applicable)
- A description of what the Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

## ARTICLE 4—MAINTENANCE RENEWAL AND EXPIRATION

- 4.2. **Maintenance Validity:** The typical maintenance duration is for a period of One (1) year within which the Customer can utilize the required Professional services (PS) for handling any support and maintenance related incidents. This will start once the agreement has been approved and signed by the maintenance customer and an effective start date is confirmed by formal official communication with the customer.
- 4.1. **Renewal Notice.** gistec will notify Customers when Maintenance subscriptions are scheduled to expire. If Licensee wishes to renew Maintenance, a quote is mailed to Licensee.
- 4.2. **Maintenance Expiration.** If gistec has not received an order or payment prior to the termination date, Customers will receive a notification stating that the Maintenance Term has expired. Technical support will be extended for an additional thirty (30) days under a special request and approval from gistec. Beyond this, Licensee will no longer be eligible to receive any Application Updates that are released after the Maintenance Term has expired. Any other Maintenance activities that are contingent on a current Maintenance subscription will also be terminated.

If a purchase order or payment is received during the extended thirty (30)-day technical support period, all benefits will be reinstated. However, if no order or payment is received, Customers will no longer be able to receive technical support, and the Maintenance subscription will be considered to have expired.

## ARTICLE 5—TERM & FEES

5.1. **Payment.** Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance typically. In certain cases, payments can be agreed quarterly but this needs to be discussed and agreed before start of the engagement. Payment terms will be net thirty (30) days from the time the invoices are raised with the customer.

5.2. **Terms.** The term of this agreement shall be as follows:

- (a) The term of this agreement shall begin on a Commencement Date that is either:
  - I. The date that a Purchase Order for an Application Maintenance and Support Services is received by gistec from Customer; (or)
  - II. Where applicable, a date that is specifically defined in a contract governing an engagement between gistec and Customer.
- (b) All Application Maintenance and Support Services will cease if applicable Maintenance and Support Fees are not received by gistec by the stated payment terms to Customer.
- (c) All Application Maintenance and Support Services for a given client will expire on the same date. If additional Application Maintenance and Support Services are purchased during an ongoing subscription period, fees for the additional Maintenance and Support Services will be prorated.

### Cancellation

- (d) Customer may cancel this Maintenance and Support Services Agreement by providing written notice to gistec with a notice of 60 days.
- (e) gistec may cancel this agreement by notifying Customer of the cancellation at least sixty (60) days prior to the date of cancellation.
- (f) All payments will be prorated up to that point of official intimation of cancelation (if already not paid) and invoiced to the customer.
- (g) Unless renewed in accordance with this agreement, the term of this agreement shall end on a Termination Date that is either:
  - i. An Anniversary Date that is the calendar date one year subsequent to the Commencement Date or one year subsequent to the previous Anniversary Date; or
  - ii. The date a notice of cancellation by Customer is received by gistec; or
  - iii. The date a related License Agreement is terminated for any reason; or
  - iv. The date designated in a notice of termination from gistec to Customer.
- (h) This agreement may be renewed for a twelve (12) month period (“Renewal Period”) beginning with the currently scheduled Anniversary Date at the request of Customer, GIS Application Maintenance and Support Terms and provided Customer prepays all fees applicable to the Renewal Period and maintains valid Software Licenses.
- (i) Maintenance and Support Fees for renewal periods are payable in advance. gistec will invoice Customer for the next renewal period at least sixty (60) days prior to the Anniversary Date. Payment must be received by gistec prior to the beginning of a renewal period to maintain continuous Maintenance and Support coverage.
- (j) gistec may increase the annual fee with at least thirty (30) days prior written notice to Customer. Such increases may apply to subsequent additional Maintenance and Support Services purchased during an ongoing subscription period as well as subsequent twelve-month Renewal Periods.

### ACCEPTANCE AND AUTHORIZATION:

By procuring the Application Maintenance Program, the customer confirms his full acceptance to the terms and conditions listed in this document including any new terms and conditions added or modified in future revisions.



**Note:** As a yearly practice and company policy, all onsite activities will be put on hold for 15 continuous days in August of every year, in which gistec takes its annual leave where activities in the offices in UAE are shut down for staff vacation. During this period, application corrective maintenance work can be carried out by gistec’s offshore offices, as long as proper remote connection is provided to gistec’s team.

More Info:	<a href="http://www.gistec.com/home/services.htm">www.gistec.com/home/services.htm</a>
	<a href="mailto:info@gistec.com">info@gistec.com</a>
<i>gistec Application Maintenance Program rules, terms and conditions are subject to change. Kindly see gistec website <a href="https://www.gistec.com/products/downloads/AMP.pdf">https://www.gistec.com/products/downloads/AMP.pdf</a> or ask gistec team for the latest updated document.</i>	



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