

## GENFARE SOFTWARE SUPPORT AGREEMENT

This Software Support Agreement (this "Agreement") is effective as of June 13, 2022 regardless of the date executed ("Effective Date"), by and between Genfare, LLC, a Delaware limited liability company, with an office at 800 Arthur Avenue, Elk Grove Village, IL 60007 ("Genfare") and El Paso County a governmental entity having a place of business at 800 E. Overland Ave. Rm. 200, El Paso TX 79901 ("Agency"), each a Party and collectively the Parties.

WHEREAS, Agency purchased certain Genfare hardware identified in the Genfare Sales Quotation regarding Support Agreement ("System");

WHEREAS, Genfare provides support services for the purposes of supporting the System's software (the "Software") (such support services as specified in the attached Schedule, collectively the "Services");

WHEREAS, Agency desires to obtain Services, and Genfare is willing to provide the Services on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the obligations herein made and undertaken, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties intending to be legally bound, covenant and agree as follows:

**1. Scope of Work.** Genfare shall provide the services as more fully described in Schedule A. This Agreement consists of this contract document and the attached Schedules and sets forth the full and complete understanding of the parties with regard to the subject matter hereof, and it supersedes any and all agreements and representations whether written or verbal with regard to the same subject matter. Notwithstanding the foregoing, no terms and conditions on a Genfare invoice for the Services shall apply to this Agreement. In the event of any conflict between the main body of this Agreement and any of the Schedules hereto, the main body of the Agreement shall control unless it is specifically stated in such Schedule that those terms are intended to and shall supersede the main body of the Agreement. There will be no modifications or amendments to this Agreement except in a writing executed by both parties.

**2. Term.** The term of this Agreement shall begin on the Effective Date and shall be in effect for three (3) years (the "Initial Term") and thereafter shall automatically renew for two subsequent terms of one year each, unless either party gives written notice of termination in accordance with Section 7 of the Agreement (the Initial Term and any extension thereof, the "Term"). The confidentiality and intellectual property provisions shall survive the expiration or termination of this Agreement.

**3. Price and Payment.** Agency shall make all payments for Services within thirty (30) days from Agency's receipt of Genfare's invoice. Pricing is set forth in Schedule A.

**4. Confidentiality.** "Confidential Information" shall mean any information owned by a Party, including any and all proprietary technical, financial and business information, design, manufacturing, customer information, personnel information, new product developments, and general business plans of any kind whatsoever, regardless of whether furnished in oral, visual, written and/or other any tangible and intangible embodiments thereof, whether or not patentable. All such information shall be treated by the receiving Party as confidential and proprietary. The receiving Party (a) shall safeguard and keep all Confidential Information confidential, (b) shall use the Confidential Information only in furtherance of the Agreement, and (c) shall not disclose such Confidential Information to any other person, firm or entity except in furtherance of the Services (i) to those of its employees, officers, managers, members or representatives

(collectively, “Representatives”) who have a need to know such Confidential Information to provide the Services provided herein, (ii) as allowed by the express, written consent of the disclosing Party or (iii) as compelled by a court of competent jurisdiction (provided that the receiving Party provides the disclosing Party with prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy). The receiving Party shall be responsible for all actions and omissions of its Representatives. Upon the termination or expiration of this Agreement, receiving Party shall return all Confidential Information to the disclosing Party. However, the receiving Party may retain Confidential Information as may reasonably form a part of the governance record of the receiving Party, and as necessary to comply with legal requirements pertaining to the retention of documents. Notwithstanding the termination or expiration of this Agreement, the obligations in this Section shall survive such termination or expiration for a period of five (5) years after such termination or expiration. In the event that any disclosure is required, Agency must furnish only that portion of Confidential Information that is legally required. If the Agency receives a request for confidential information under the Texas Public Information Act, the Agency will inform Genfare in writing, and the Agency will make a request for a ruling to the Texas Attorney General. The Agency will abide by any written ruling issued by the Attorney General. Genfare may file its own brief with the Attorney General, and the Agency does not necessarily represent the interests of Genfare before the Attorney General. and

**5. Intellectual Property.** Genfare owns and shall retain title to all intellectual property, patents, trademarks, know-how, copyrights, software, engineering work product, designs, models, production prints, drawings, technical data, source code, object code and other information and documents that relate to the Services. All such intellectual property, information and documents disclosed by Genfare to the Agency are to be deemed proprietary to Genfare and shall be used by the Agency solely for inspecting, installing, operating and maintaining the goods and services sold to the Agency and not used by the Agency for any other purpose. However, if the Agency receives a request for intellectual property under the Texas Public Information Act, the Agency will inform Genfare in writing, and the Agency will make a request for a ruling to the Texas Attorney General. The Agency will abide by any written ruling issued by the Attorney General. Genfare may file its own brief with the Attorney General, and the Agency does not necessarily represent the interests of Genfare before the Attorney General.

**6. Warranty.** Genfare warrants that during the Term, all Services provided for under the terms of this Agreement shall be performed (a) in accordance with all applicable laws and regulations, and (b) in a professional, diligent and workmanlike manner by qualified and skilled personnel appropriately supervised. If during the Term it shall be proven to Genfare’s reasonable satisfaction that any Services are nonconforming, then at Genfare’s option, such Services shall, be corrected, or re-performed. **THE FOREGOING WARRANTIES ARE IN LIEU OF, AND GENFARE EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE GENFARE’S ENTIRE AND EXCLUSIVE LIABILITY AND THE AGENCY’S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE SERVICES.**

**7. Termination.** Either Party may terminate this Agreement at any time, for any reason and without cause, with thirty (30) days written notice to the other Party. If this Agreement is terminated by either Party, a credit in the amount of any unused Services (the number of prepaid months of service after the termination date) will be applied to Agency’s account.

**8. Waiver of Consequential Damages.** Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare shall not be liable under any theory of relief, arising out of or related to the Agreement or Genfare’s acts or omissions in connection therewith for incidental, special or consequential damages of any nature, including, without limitation, loss of profits or contract,

damage to property or loss of use, any business interruption or loss of profit, anticipated savings, data, contract, goodwill or the like that may be suffered by the Agency or claimed against it. Any action for breach of contract or otherwise must commence within one year after cause of action accrues.

**9. Limitation of Liability.** Genfare’s maximum aggregate liability under the Agreement shall not exceed the annual total cost of Services performed by Genfare and paid for by The Agency. Any action for breach of contract or otherwise must commence within one year after cause of action accrues.

**10. Force Majeure.** To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that Party’s reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

**11. Intentionally Omitted.**

**12. Insurance.** Genfare shall maintain insurance coverage consistent with its existing programs and the requirements of any applicable law.

**13. Miscellaneous.**

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Texas and the federal laws of the United States applicable therein and shall be treated in all respects as a Texas contract. The Parties submit to the exclusive jurisdiction of the courts of Texas for the resolution of any and all disputes relating to this Agreement or any of its terms.

13.2 Waiver. No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

13.3 Taxes. Fees stated in the Schedules do not include applicable taxes. Agency is a tax exempt entity and will provides Genfare with reasonable documentation demonstrating tax exempt status. Agency shall only be responsible for the payment of taxes from which it is not exempt..

13.4 Notice. Any notice under this Agreement shall be sufficiently given if given by: personal delivery; or registered or certified mail, postage prepaid, and mailed through a US post office; or reputable overnight courier.

In the case of Genfare addressed to:

Genfare  
800 Arthur Avenue  
Elk Grove Village, IL 60007  
Attn: Daria van Engelen  
Email: daria.vanengelen@spx.com  
Phone: 847-871-1102

In the case of Agency addressed to:

El Paso County Transit  
800 E. Overland Ave. Rm. 200  
El Paso, TX 79901  
Attn: Sal Alonzo  
Email: salonzo@epcounty.com  
Phone: (915) 546-2015

or to any address as may be designated in writing by the parties in accordance with this provision. The date of receipt of any notice shall be deemed conclusively given (i) on the day it was received by personal delivery, (ii) at the beginning of business on the third (3<sup>rd</sup>) business day after it was mailed by registered mail or (iii) at the end of business on the next business day after it was mailed by reputable overnight courier.

13.5 Party Status. Neither Genfare nor Agency shall be deemed to be an agent or employee of the other and each is an independent entity and the legal relationship of any person performing services for Genfare or Agency shall be one solely between that person and Genfare or Agency.

13.6 Discontinuance and Renewal of Support Agreement. Agency understands and agrees that if Agency discontinues and then subsequently resumes the purchase of Services, Agency will be required to pay Genfare all support fees for the period of discontinuance, plus the support fees for the term of the Services then commencing.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

GENFARE  
DocuSigned by:  
*Daria van Engelen*  
By: \_\_\_\_\_  
F0499CAB43F444A...  
Name: Daria van Engelen  
Title: Chief Revenue Officer  
Date: 6/8/2022

AGENCY  
By: \_\_\_\_\_  
Name: Ricardo A. Samaniego  
Title: El Paso County Judge  
Date: \_\_\_\_\_

**SCHEDULE A  
PRICING AND SCOPE OF WORK**

**1. Pricing**

Software Support (Year 1) – Invoiced prior to the start of the agreement.	\$7,515.00
Software Support (Year 2) – Invoiced prior to the start of the agreement.	\$7,740.45
Software Support (Year 3) – Invoiced prior to the start of the agreement.	\$7,972.66
Extension pricing – For each year after the Initial Term, the most recent pricing will increase by 3% at the beginning of each annual term.	TBD

**2. Scope of Work**

Support Levels	Silver
<b>Portal Licenses</b>	4 users
<b>Access</b>	Knowledge Base, Case Management, Assets and Training
<b>Support Hours</b>	Main
<b>Email and Phone Support</b>	Included
<b>Online Training</b>	Up to 4 users
<b>Software Updates</b>	Included
<b>Fare Structure*</b>	Not Included
<b>3-Day System Review**</b>	Not Included
<b>Managed Services</b>	Not Included

\*Fare structure changes require a minimum of six (6) weeks' notice with the fare structure checklist completed and provided to Genfare's team. Requests where Genfare receives less than six (6) weeks' notice are subject to availability and are subject to an expedite fee.

\*\*The three-day system review will take place once every three years for Customer. Genfare will not offer an additional three-day system review if Customer terminates this agreement and later restarts services unless the date Customer restarts services is at least three years after the execution this Agreement.

**3-Year Schedule**

- Year 1 - Three-day system review with recommendations
- Year 2 - revenue reconciliation review and year 2 overview

- Year 3 - revenue reconciliation review and year 3 overview
- Year 4 - Three-day system review (new 3-Year schedule)

In preparation for the review Genfare will review the Customer's current system along with an overview of any issues Customer are experiencing or want to discuss. There will be four main areas of focus for the review.

1. Maintenance
  - a. Inspect a sample of equipment
    - i. Overall condition
    - ii. Preventive maintenance procedures
  - b. Update records about Genfare equipment for warranty purposes
  - c. Spare parts inventory
2. Reports
  - a. Check onsite computer specifications and suggest capacity updates
  - b. Check exception and edit data reports
  - c. Check cashbox audit report for operations procedures
  - d. Check unclassified revenue, to get a feel of security operation procedures
  - e. Reconciliation review
3. Training
  - a. Preventive Maintenance
  - b. Reports

Overall system performance and areas for improvement

### 3. **Definitions**

**"Error"** means any situation where the Services or the Software (a) does not operate in accordance with the Documentation; and/or (b) does not produce incorrect results; and/or (c) encounters any other problems or issues set out in the chart in Section 6.4 of this Exhibit.

**"Resolution"** or **"Resolve"** refers to actions taken to correct or provide a reasonable work-around for a reported issue by delivering new code or otherwise restoring the Services to a functional state. In the case of a work-around as a solution, Genfare shall continue working to more permanently resolve the Error until such Error is fully resolved.

**"Standard Service Hours"** are defined as Monday through Friday beginning at 8:00am and ending at 5:30pm Central Time, excluding federal, Customer, and Genfare holidays.

The Holiday List is updated annually and can be found on the Customer Portal within the knowledge base searchable by: Genfare Holidays.

**"Telephone Support"** means an oral responses, **"Email Support"** means an electronic response, and **"Customer Portal"** means and electronic response by Genfare's Customer Care Representatives and Technicians to questions regarding (a) the functions of the Services, (b) the steps for Customer to follow in operating the Services, (c) the proper format for the input of Customer's data or information, (d) steps to improve the efficiency of operation of the Services, (e) the interface of the Services, and any related system in Customer's current technical environment, (f) the interface of the Services and other software, (g) the Documentation relating to the Services, and/or (h) changes

to the operation of the Services due to the provision of a maintenance and/or support service to Customer.

4. **Software patches and updates**

- (a) Genfare shall (i) develop, test, provide and/or implement all applicable “patches” or updates that become necessary to remedy the Errors in the Services or the Software and (ii) provide all version updates, software patches and error corrections necessary for the Services and the Software to maintain functionality.
- (b) All SaaS/Software updates and/or upgrades are based on the minimum hardware requirements needed for such update and/or upgrade.
- (c) Genfare strongly recommends the customer utilize a test environment for all software updates. Customer is agreeing to assume all risk and liability associated with accepting an update in their production environment.
- (d) Applicable Software updates will be made available to Customers as they are released. Customer’s involvement may be required as Genfare may need access to certain Customer equipment or systems to effectuate updates.
- (e) For Errors in the Software, prior to implementing any patches or upgrades, Genfare shall first notify Customer’s IT department in advance to schedule a time and date for the installation. Depending on the scope of the change, Customer may wish to back-up their Services prior to the software upgrade.
- (f) Genfare Support includes new features in modules subscribed to by the Customer, but does not include modules not subscribed to or new modules developed by Genfare.

5. **Exceptions**

- 5.1 The provisions of this Exhibit A shall not apply to issues arising from:
  - (a) the negligence of Customer, its customers, employees, or representatives,
  - (b) any loss or damage resulting from a force majeure event (as set forth in Section **Error! Reference source not found.** of this Agreement),
  - (c) alteration, misuse, or abuse of the Services or Software,
  - (d) use of the Services or Software contrary to the terms of this Agreement, or the instructions in any Documentation provided to the Customer,
  - (e) the combination of the Services or Software with any third party hardware or software not expressly recommended or approved by Genfare,
  - (f) any improper installation, operation or maintenance of the Services or Software by the Customer or a third party, including use of non-OEM parts in the Services and a Customer’s failure to promptly install all patches, error corrections and updates provided by Genfare,
  - (g) Customer’s failure to report a known Error in a timely manner (no more than seven (7) business days from identification of such Error), or
  - (h) a Genfare-supplied hardware failure (except to the extent that such hardware is under warranty).
- 5.2 Genfare will not provide Support or any associated services for the Customer’s Oracle database environment. Oracle database adjustments, enhancements and/or recommendations will be communicated and passed to Customer for implementation. Genfare is not responsible for executing updates to maintenance for the Customer’s network manager/Oracle database virtual environments, operating systems, database version, database allocation or similar Customer-provided resources.

## 6. **Genfare and Customer Duties**

Although Genfare shall be responsible for the Support, Customer shall be the Party that initially responds to all Errors. Genfare agrees to assist the Customer, as required and contracted by the Customer.

### 6.1 Genfare SHALL:

- (a) Provide remote support for the Services and Software, as required by this Agreement;
- (b) Respond to and Resolve any Errors in accordance with the chart in Section 7.4;
- (c) Perform the Support in a competent manner by qualified personnel;
- (d) Ensure that the Services or Software will operate and function with updates, upgrades, modifications or fixes, that are provided by Genfare, including without limitation, software patches or bug fixes;
- (e) Ensure that Genfare personnel or contractors are available to carry out the obligations of Genfare hereunder;
- (f) Provide contact information for Genfare personnel, available to receive notices of Errors under Section 9.2 of this Exhibit; and
- (g) Notify Customer of any identified indication of deliberate tampering or patterns of damage not consistent with normal usage.

### 6.2 Genfare SHALL NOT:

- (a) Be responsible for any malfunction of Equipment, servers, computer equipment, communications infrastructure, cabling, networking capability or any other element or Errors that are not attributable to the Services or Software; or
- (b) Pay any claim pertaining to work done by or on behalf of Customer for removing modules or Equipment to be shipped to Genfare for repair.

### 6.3 Customer SHALL:

- (a) Provide any information reasonably requested by Genfare to understand and describe an Error in order to allow Genfare to carry out its duties hereunder;
- (b) Provide any access to Equipment or systems as reasonably requested by Genfare to provide patches or updates to Software;
- (c) Perform all preventative maintenance of Software and Equipment according to the Documentation; if asked, Customer must provide a history of preventative maintenance and support of the system as part of the terms of keeping the full fare collection system in good working order.
- (d) Be entitled to use any third party to carry out all or part of the hardware maintenance of the Services, or to carry out such maintenance itself (Genfare shall have no obligation to correct Errors attributable to such third-party or self-performed maintenance under this Exhibit A);
- (e) Make all requests for support through a Customer's representative, or Customer's representative's substitute(s) or designee(s);
- (f) Provide appropriate personnel and support as is necessary for Genfare personnel to perform their duties, such as IT technical support, communications support, revenue service support and security personnel, flaggers and other proper personnel;
- (g) Inform Genfare of all Customer operating and security policies established for the safe, secure and proper interaction with the Services;
- (h) Be responsible for freight charges to Genfare, located in Elk Grove Village, IL, and all costs, expenses related thereto;
- (i) Be responsible for any Genfare travel expenses for on-site support;
- (j) Promptly notify Genfare when any change is made to the Services; and



- (k) Promptly (no later than 10 business days after receipt) install all patches, error corrections and updates provided by Genfare.
- (l) Customer shall provide the first level of support to its employees, staff, agents, contractors, riders or its Client's riders using Mobile Link.
- (m) Customer shall reconcile all reports on a monthly basis and notify Genfare of any discrepancies within thirty (30) days. Genfare shall not be liable for any amounts reported as a discrepancy if Customer does not reconcile on a monthly basis.

**7. Support Response Time and Availability**

**7.1 Response Time.**

Genfare shall make available an adequate number of personnel to ensure that the requirements hereunder, including, without limitation, all response times as described under Section 7.4, are met.

**7.2 Initial Response.**

Genfare shall provide an initial response (the "Initial Response") in accordance with Section 7.4 below. As part of the Initial Response Genfare shall:

- (a) Request access to the Services or any part thereof, other than to the actual TVM itself, in order to determine the nature of the reported Error. Genfare access must be coordinated through the primary Customer representative or his/her designate. Access will only be provided upon request and will be terminated upon Resolution of the Error. During said access, Genfare agrees to observation by Customer staff.
- (b) Determine the cause of the Error and the solution to the Error.
- (c) Provide Customer with an estimate of the time required to correct the reported Error in accordance with Section 7.4 below.

**7.3 Support Availability.** Telephone Support shall be available 24/7 via Genfare's support telephone numbers. Customer Portal Support is available 24/7 for P2 and P3 Severity Issues. All P1 calls need to be directed to a live person based on the time of day listed below

- (a) Main Hour Support: 847.871.1231 – 8:00am to 5:30pm CST
- (b) After Hour Support: 844.287.5234 – 5:31pm to 7:59am CST
- (c) Customer Portal: <https://genfare-community.force.com/customer/> or at [www.genfare.com](http://www.genfare.com) on the home page top right corner.

## 7.4 Support Response Time and Availability.

## Error Priority Classification and Response

<b>Main Hour Support Breakdown</b>				
<b>Severity/Impact</b>	<b>Description</b>	<b>Acknowledge Goal</b>	<b>Response Time Goal</b>	<b>Resolution Goal</b>
P1	System Down – Critical production issue affecting ability to collect fares, including system unavailability, with no workaround available	Less than 30 minutes, during main hours	Less than 3 hours, during main hours	24 hours, during main business hours
P2	Major – Production issue impacting data integrity, loss of functionality and/or significantly degraded performance, issue is persistent with no workaround available	Less than 30 minutes, during main hours	Less than 4 hours, during main hours	24 hours, during main business hours
P3	Minor – Any system issue that affects functionality or impacts performance, workaround may be possible but not sustainable	Less than 30 minutes, during main hours	Less than 24 hours, during main hours	Up to 20 days

<b>24/7 Support Breakdown</b>				
<b>Severity/Impact</b>	<b>Description</b>	<b>Acknowledgement Goal</b>	<b>Response Time Goal</b>	<b>Resolution Goal</b>
P1	System Down – Critical production issue affecting ability to collect fares, including system unavailability, with no workaround available	Less than 30 minutes, 24/7	Less than 3 hours, 24/7	24 hours
P2	Major – Production issue impacting data integrity, loss of functionality and/or significantly degraded performance, issue is persistent with no workaround available	Less than 30 minutes, 24/7	Less than 4 hours, during main business hours	24 hours, during main business hours
P3	Minor – Any system issue that affects functionality or impacts performance, workaround may be possible but not sustainable	Less than 30 minutes, 24/7	Less than 24 hours, during main business hours	20 days

\*Genfare will give the highest schedule priority to P1 issues, the second highest to P2 and third highest to P3. For issues self-reported by the Customer at a P1 or P2 issue, Genfare will review and if Genfare determines the issue is not P1 or P2, Genfare will reclassify the issue.

A comprehensive list of P1, P2, and P3 issue classifications can be found on the customer portal within the knowledge base searchable by: Severity: P1, P2, and P3

ALL RESPONSE TIMES CONTAINED IN THIS AGREEMENT ARE CALCULATED FROM THE TIME AGENCY MAKES AN INITIAL CALL FOR ERROR RESOLUTION. RESOLUTION TIMES ARE DEPENDENT UPON ACCESSIBILITY TO THE APPLICABLE SYSTEM, AS GRANTED BY THE AGENCY.

## 8. Customer Assets

Accounts > El Paso County Transit

### Assets

2 items • Sorted by Asset Name • Updated a few seconds ago

	Asset Name ↑	Install ... ↓	Quant... ↓
1	Fast Fare Farebox	3/31/2022	26.00
2	Garage Data System		1.00

As a part of the support package, Genfare and Customer will review each of the products that make up Customer's current fare collection solution. This will include Customer's current software, hardware, and any integrations integral to Customer's fare collection solution so these can be referenced within the Customer Portal.

## 9. Help Desk Services

Genfare will provide Help Desk Services to assist Customer with use of the Services and assistance in resolving problems encountered by Customer.

### 9.1 Help Desk Services

- (a) Contacting the Help Desk
  - (i) Customer Portal (all users must be registered to access the Customer Portal): <https://genfare-community.force.com/customer/>
  - (ii) Email: [genfare.customercare@spx.com](mailto:genfare.customercare@spx.com)
  - (iii) Phone:
    - (A) Main Hour Support: 847.871.1231 – 8:00am to 5:30pm CST
    - (B) After Hour Support: 844.287.5234 – 5:31pm to 7:59am CST
- (b) Ticketing Procedures
  - (i) Each inquiry will be documented, assigned a ticket number and a confirmation email will be sent to the originator to confirm the request has been received.

- (ii) Each ticket will be assigned to a technical support engineer to follow up and resolve each issue.
- (iii) A technical support engineer will make contact according to the contact information within the ticket to work on the ticket, or to schedule a time to work on the ticket.

9.2 Customer Representatives (name, title, email and phone number):

- (a) IT contact:
- (b) Maintenance:
- (c) Third party service contacts:

First Name	Last Name	Title	Email	Phone

9.3 Communications protocol

- (a) In order to connect to the Customer’s system and Resolve Errors in the Services or Software, Genfare must be able to reach the Customer Representative (or delegate), or Genfare will be unable to connect to the system to identify the root cause of, and subsequently Resolve, the reported Error.
- (b) Genfare may use the following tools to remotely access the Customer system:
  - (i) LogMeIn Rescue/Pro (default and preferred option)
  - (ii) TeamViewer
  - (iii) VPN (Cisco or Junos)

9.4 Customer Portal

- (a) Customer may purchase additional Customer Portal licenses for access to the customer portal and digital training, such licenses are available at a rate of \$900/per user per year. Additional licenses will be prorated at the time of addition and will be updated annually.
- (b) Customer Portal licenses are available for a single user and cannot be assigned to shared email addresses.
- (c) Customer may change Customer’s users listed below once per year, upon applicable contract renewals, or upon an employee leaving the Customer’s employ.
- (d) Genfare reserves the right to audit Customer’s Customer Portal licenses and use of such licenses and may remove any registered Customer Portal user for inactivity. If Genfare removes a registered Customer Portal user for inactivity, Customer may not re-fill that Customer Portal License until the removed Customer Portal license would have been eligible to be changed as specified in 9.4(c) above.
- (e) Initial Customer Portal License Users

Up to 4 contacts for Silver. If you go to over the set number of contacts, each additional customer is \$900 and is added to the base of the contract. Customers can be added anytime as we will prorate the license.

#	First Name	Last Name	Title	Email	Phone
1					
2					
3					
4					