# Projectmates Contractor Details for U.S. National Guard

**Projects**

Projects will be setup and paid in advance by the contractors*

| Construction Cost | Monthly Fee Per Project |
|---|---|
| $ 1 million or less | $145 |
| $1-$3 million | $285 |
| $3-$5 million | $370 |
| $5-$10 million | $510 |
| $10-$25 million | $655 |
| $25-$50 million | $800 |
| $50-$100 million | $885 |

| **Project Setup** *(includes 1 web training for project team)* | **One-Time Charge** |
|---|---|
| Projects over $1 Million | $2,450 |
| Projects less than $1 Million | $1,110 |

**Contractor should email to **accounting@systemates.com** with following information.*

| | |
|---|---|
| **Project Name:** | |
| **Project Number:** | |
| **Construction Cost of Project:** | |
| **Project Start Date:** | |
| **Project End Date:** | |
| (Project license will require additional 3 - 6 months past the project end date. As required by NG) | |
| **Base:** | |
| **Base Contact:** | |

*Note: There will be a 2.9% convenience fee added to all credit card payments. Pricing is subject to change without notice.*

# Terms & Conditions

1) **Ownership of Projectmates**. Projectmates software is a COTS (Commercial-Off-The-Shelf) program provided as SaaS (Software-as-a-Service). Projectmates is not a "works made for hire" product. As a subscriber, Customer is purchasing access to the software. The Intellectual Property of the software remains with its creator: Systemates, Inc.

2) **Ownership of Customer Data**. All Customer Data submitted by Customer to Systemates in connection with the Application Services is and will remain the property of Customer.

3) **Protection of Customer Data**. Systemates will maintain commercially reasonable administrative, physical, and technical safeguards for protection of Customer Data. Those safeguards will include measures designed to prevent access, use, modification or disclosure of Customer Data.

4) **Limitation of Liability**. The amount of damages recoverable against a party for all events, acts, or omissions arising under this agreement will not exceed in the aggregate the amounts payable to systemates pursuant to this agreement during the 12-month period immediately prior to the event, act or omission giving rise to the liability, and the measure of damages will not include any amounts for indirect, incidental, consequential, exemplary, special, or punitive damages of any kind, or any lost profits, lost revenues, lost savings or loss of data, under any theory of liability, even if a party has been advised of the possibility of such damages. This limitation of liability will not apply to claims of fraud, gross negligence, or willful misconduct, fees due from Customer under this agreement, or violations of a party's intellectual property rights.

5) **Return of Customer Data**. Systemates agrees to deliver, upon advance request prior to expiration or termination of agreement, a copy of Customer's data in a commercially reasonable format. Customer agrees to pay reasonable and pre-approved fees to Systemates in providing this service. Systemates agrees to delete or otherwise remove all documents and information from its files and/or systems within 90 days from the expiration or termination of this Agreement.

6) **Force Majeure**. Neither Party is liable to the other for failure or delay in the performance of a required obligation if the failure or delay is caused by factors outside a Party's reasonable control, including riot, fire, flood, explosion, earthquake, power outage or other natural disaster, acts of government, war, act of God, strike, or acts of terrorism ("**Force Majeure**"), provided such Party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible. Inability to pay will not be considered Force Majeure.

7) **Services**:

a. **Initial Setup**. Projectmates application will be setup in a private cloud environment. Customer agrees that setup date will be considered to be the SaaS license start date for billing purpose.

b. **Implementation Services**. Implementation Services consist of discovery sessions, configuration of the Software, and training. The number of hours stated in the implementation program is an average amount of hours typically spent on an average implementation. This is not a "Time & Material" contract. Any additional work that is needed based on a specific need can be carried out as a T&M professional services contract. Systemates will notify Customer when the Application Services are accessible for normal use on a date mutually agreed by the Parties. The Application Services are subject to a reasonable acceptance period by Customer that will be five business days, unless otherwise indicated in this Agreement. Customer shall evaluate the Application Services and indicate its acceptance or rejection to Systemates. If the Service or Software is deemed not acceptable by Customer within this acceptance period, then Customer may, at its option, request that Systemates correct the error or defect within the mutually agreed period. If Customer does not reject the Application Services within the acceptance period, they will be deemed accepted.

c. **Application Services**.

i. The Application Services, commonly referred to as "Projectmates", is an online project management software designed to automate construction processes, promote collaboration, and simplify workflows. The Application Services help manage projects from pre-design activities, through selection of the architect, design, acquisition of construction, management of move-in, and post-construction activities. The appearance, terminology and workflow processes can be customized. Authorized Users can share drawings, documents, meeting minutes, discussions, project budgets, invoices and other management processes through a web browser.

ii. Systemates will make the Application Services available to each of Customer's employees, agents, representatives, contractors, and/or consultants who are permitted to use the Application Services under the terms of this Agreement ("**Authorized Users**").

iii. Customer will access and manage the Application Services by means of user accounts assigned to each Authorized User (each, a "**User Account**"). Customer shall assign appropriate passwords to each User Account and shall keep the passwords secure. Customer shall, and shall cause the Authorized Users, to: (1) notify Systemates immediately of any unauthorized use of any password or User Account or any other known or suspected breach of security; and (2) not impersonate another person or provide false identity information to gain access to or use the Application Services. Systemates may remove or suspend any User Account affected by the activities described in this paragraph.

d. **Professional Services**. Systemates offers a variety of professional services, including building custom reports, integration, supplemental training, and implementation configuration (collectively, "**Professional Services**"). If Customer requests Professional Services, the Parties will mutually agree upon the terms of the Professional Services under a statement of work or work order.

e. **Escalated Support**. If Customer purchases escalated support, during the first three months of the rollout, Systemates will meet with the core implementation team monthly (or more if needed) to address questions about the functionality of the system, review user adoption, provide guidance in best practices for usage, and offer impromptu trainings as reasonably needed.

f. **Customer Responsibilities**. Customer will appoint a "**Site Administrator**" whose duties include adding or removing User Accounts, adding or removing User Accounts from projects, creating and changing passwords related to User Accounts, assigning user roles to User Accounts, adding and managing company profiles, adding and managing vendors, general managing the Application Services, providing Tier 1 support and training to Authorized Users, creating and managing projects, managing project templates (including access rights and structure), managing financial approvals, configuring project information fields and site layout, modifying the dashboard in the report module, and building and maintaining custom business processes. Each Site Administrator must complete the Site Administrator Training detailed in the Pricing Sheet. If Customer appoints a Site Administrator who has not completed the training, Systemates may suspend Technical Support until the training is completed. Tier 1 support means that Authorized Users contact Customer's Site Administrator for initial support. If the Site Administrator cannot resolve the issue after using reasonable efforts to do so, the Site Administrator will contact Systemates for Tier 2 support, and Systemates will work with the Site Administrator to resolve the issue.

8) **Service Levels**. Service Availability is computed using the following definitions.

a. Application Services: Systemates Application Service, accessible over the network via web protocols, up to and including Systemates' Internet connection.

b. System Outage Hours: Total time during a given month in which the Application Service is unavailable, excluding Schedule Maintenance and time during Force Majeure events. Network problems beyond that point, such as ISP problems, Internet backbone problems or Customer network problems, are excluded. Problems caused by software running on Customer's computers are also excluded.

c. Total Hours: Number of hours contained in a month.

d. Service Availability: The percentage of Total Hours during a given month in which the System was available is computed by multiplying 100 by the following calculation (expressed as a percentage):

$$\frac{\text{(Total Hours} - \text{System Outage Hours)}}{\text{Total Hours}}$$

9) **Service Level Credit**. Where Service Availability is below 99% but above 97%, Systemates will issue a service level credit equal to 5% of the pro-rata portion of the annual subscription fee for that month. Customer will receive a service level credit of an additional 5% of the monthly subscription fee for each percentage point Service Availability falls below 97%, up to a maximum of 25% of monthly portion of the annual subscription fee for that month. To receive a credit, Customer must submit a request to Systemates within 15 days after the month in which Service Availability was below 99%. Any credit will be applied against subsequent subscription fees due to Systemates.

10) **Customer Service**. For general service or support issues, Customer may contact Systemates' Customer Support Center at support@systemates.com or 214.217.4100 Extension 2. Systemates will use reasonable efforts to provide an acknowledgement within eight hours during regular support hours Monday to Friday 8:30 AM to 5:30 PM US Central Time. If the issue cannot be resolved within a 24-hour period, we will continue to update you with additional information as it is available. In case of a "Server Down" situation beyond our regular support hours, Customer can contact Customer Support by calling 214.217.4100 ext. 211. If issues are encountered with the Application Services, Systemates will address reported issues according to the following priority levels:

a. **Red: System Down**. Site not operational and no workaround is available. Systemates will work continuously until resolved. Target resolution goal is within 4 hours of a reproducible case being reported. (Excludes system outages caused by force majeure, i.e. acts of God, war, civil unrest, acts of government and any other circumstances beyond Systemates' reasonable controls).

b. **Orange: Severe Impact**. A major function is not working (unable to utilize a specific portion of the application). Reproducible Errors which result in a lack of application functionality or intermittent system failure. Good faith efforts by Systemates to provide: A workaround within 24 hours of notification. If a workaround is provided, then a plan for correction of the Error will be provided within 10 business days of notification, with a target for completion within 30 business days; or If a workaround is not provided, then a plan for correction of the Error will be provided within 5 business days of notification for completion within 10 business days.

c. **Yellow: Moderate Impact**. Reproducible Errors causing malfunction of non-critical functions. Customer is able to use the application with the issue outstanding. Good faith efforts by Systemates to provide: A workaround within 10 business days of notification. If a Workaround is provided, then a plan for correction of the Error will be provided within 20 business days of notification for completion within 60 days; or If a workaround is not provided then a plan for correction of the Error will be provided within 20 business days of notification, with a target for completion within 30 business days.

d. **Blue: Enhancement Request**. Request to add new feature or write custom code. Enhancement requests will be reviewed by Systemates.



*The data contained herein is considered to be proprietary information belonging to Systemates, Inc. The proprietary information shall not be disclosed to any third party other than the client for whom this document has been prepared.*