

Software License Agreement

This Software License Agreement (the "Agreement") is made as of the May 22, 2006 (the "Effective Date") and entered into between RWD Technologies, Inc., with offices at 5521 Research Park Drive, Baltimore, Maryland 21228 ("RWD") and the United States Department of Defense (DoD), through its assigned Contracting Office, the Navy Inventory Control Point, 5450 Carlisle Pike, Mechanicsburg, PA 17055 ("Licensee").

BACKGROUND

RWD develops, manufactures and markets certain computer software identified in the BPA Schedule of Supplies and Services issued in connection with this Agreement (the "Software"). In consideration of the mutual promises and covenants of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

RWD and Licensee agree as follows:

1. DEFINITIONS

- 1.1 "Developer" means any employee, consultant or other agent of the Licensee who shall be authorized by Licensee to Use the Software to create Work Product.
- 1.2 "Viewer" means any employee, consultant or other agent of the Licensee who shall be authorized by the Licensee to access and view the Work Product.
- 1.3 "Authorized User" means any employee, consultant or other agent of the Licensee who shall be authorized by Licensee to access and use RWD Info Pak® - OmniHelp if Licensee has purchased a license to use such product under this Agreement.
- 1.4 "Documentation" means complete or partial copies of standard printed or on-line manuals regarding the Use of the Software.
- 1.5 "Territory" means all countries of the world.
- 1.6 "Use" means to load, execute, employ, utilize, store, or display the Software or Documentation for the purpose of creating and maintaining Work Product.
- 1.7 "Work Product" means the documentation, web pages, or other materials created or developed by Developers through the Use of the Software.
- 1.8 "BPA" means the Blanket Purchase Agreement to be entered into between RWD and Licensee in connection with this Agreement, and under which Delivery Orders will be issued.
- 1.9 "Delivery Order" means the written orders for delivery of user licenses or services under this Agreement and the BPA.

2. SOFTWARE LICENSE

The Software is licensed on a per Developer basis, except for RWD Info Pak – OmniHelp which is licensed on a per Authorized User basis, Licensee's rights for which are set forth below.

- 2.1 Rights Granted. RWD hereby grants to Licensee and Licensee accepts, a limited and nonexclusive license, without the right to sublicense or further distribute, to Use the Software in object code in the Territory up to the number of Developers or Authorized Users identified in applicable Delivery Orders. Licensee is also hereby licensed to Use the Documentation in connection with the Use of the Software. Provided Licensee complies with the other restrictions set forth in this Section 2, an unlimited number of Viewers may have access to the Work Product. This license is not granted on a concurrent user basis.

2.2 Limitations on License.

- (a) No Copying or Distribution. Except for a reasonable number of backup or archival copies, Licensee agrees that it shall not copy or otherwise distribute the Software.
- (b) No Modification or Reverse Engineering. Licensee agrees that it shall not, under any circumstances, modify the Software, except as required for Use of the Software. Further, Licensee agrees that it shall not attempt to derive source code from or affect a functional equivalent of the Software.

2.3 Proprietary Rights.

- (a) Software and Documentation. Licensee agrees that title to and ownership of the Software and Documentation regarding the Use of the software, including without limitation all copyrights and other intellectual property rights therein and thereto, are and shall remain the exclusive property of RWD and its suppliers.
- (b) Work Product. RWD agrees that title to and ownership of all Work Product, material, writings, copy, html and text files, and help files created by Licensee using the Software and Documentation for Licensee's use, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of Licensee. Notwithstanding the foregoing, all Work Product created using the Software is restricted to Licensee's internal use only and Licensee agrees not to distribute such Work Product externally without RWD's prior written consent.

2.4 Confidentiality.

- (a) Bi-lateral Confidentiality. The parties acknowledge that during the course of this Agreement, either party may provide the other with non-public documents or other confidential information (collectively as "Confidential Information"). Each party agrees that (i) neither party will use such Confidential Information except in performing its responsibilities hereunder, (ii) neither party will disclose such Confidential Information except with the prior written permission of the other; and (iii) any Confidential Information that one party receives from the other party will remain the property of the other party.
- (b) Exclusions. Neither party's obligation of confidentiality shall extend to any information which (i) is publicly known at the time of its disclosure, (ii) is lawfully received from a third party not obligated to maintain such information in confidence, (iii) is published or otherwise made known to the public by the disclosing party, (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information and by individuals without access to such Confidential Information, or (v) is required to be disclosed under any law, governmental rule or regulation or court order. Licensee hereby consents to the inclusion of Licensee's name in a listing of RWD customers which may be published as part of RWD's marketing efforts.

2.5 Audit. RWD has the right to conduct an annual audit of the number of Developers and Authorized Users. RWD may, at its own expense and with prior written notice, inspect and audit the relevant records of the Licensee to verify compliance with the terms of this agreement. Such audit shall be conducted by RWD only after obtaining the security clearances deemed appropriate by the Licensee. Any such audit shall be conducted during Licensee's normal hours of operation, shall not unreasonably interfere with Licensee's operations and shall be subject to appropriate provisions protecting confidentiality. To the extent that an audit discloses Use of the Software or deployment of Work Product to users that exceed the number of Developers or Authorized Users, Licensee shall promptly order sufficient licenses to permit all product usage disclosed or uninstall the Software in order to eliminate usage in excess of those users for which license rights have been previously purchased.

3. DELIVERY AND INSTALLATION

RWD shall deliver, or cause to be delivered, to Licensee one copy of the Software in CD-ROM or downloadable format and the Documentation stated in applicable Delivery Orders. RWD will accommodate any reasonable written request from Licensee for an alternative manner of delivery.

4. LICENSE FEES AND PAYMENT TERMS

- 4.1 License Fees. In consideration of the license granted in this Agreement, Licensee shall pay RWD the License Fees set forth in applicable Delivery Orders in accordance with the terms of Section 4.2.
- 4.2 Payment Terms. RWD shall provide to Licensee an invoice for the License Fees, Support Fees and Training Fees in accordance with specific Delivery Order terms. All invoices are payable thirty days (30) from the date received. All past due invoices hereunder shall bear interest at the rate of one and one half percent (1.5%) per month or fraction thereof.
- 4.3 Taxes. All fees described under this Agreement are exclusive of sales, use, excise, VAT, service or other taxes now or hereafter levied that may be applicable to the Software or services provided by RWD, and all such taxes and fees (other than taxes based on RWD's income) shall be paid by Licensee.

5. PRODUCT SUPPORT SERVICES AND FEES

For so long as Licensee is current in its payment of the Support Fees, Licensee will be entitled to the Product Support Services as generally described in Schedule A in accordance with this Section 5.

- 5.1 Product Support Services. RWD shall provide to Licensee updates to the Software to correspond to changes in Microsoft Windows, Microsoft Office, and ERP versions and to fix bugs and add minor enhancements ("Support Releases") when and if available. RWD shall provide assistance with respect to the Use of the Software and Documentation via telephone and email, and shall provide error verification, analysis and correction to the extent possible by telephone. All communications will be via English-language support.
- 5.2 Service Level. When Use of the Software is significantly restricted by a reported defect and Licensee expressly so states in written form, RWD shall use commercially reasonable efforts to commence work on correcting the defect no later than the first working day after its receipt of written notice and provide Licensee with a correction or work around within a reasonable time, subject in each case to the provisions of this Section 5.
- 5.3 Lifecycle of Software Updates and Support Services. RWD shall provide to Licensee, upon request, the current Software Update and Support Services lifecycle summary for the Software. Licensee may be required to upgrade to a newer release of the Software in order to continue Product Support Services from time to time.
- 5.4 Support Fees. Licensee shall order software maintenance in advance of the annual Support Service period. If Licensee elects not to renew Product Support Services, then Licensee may re-enroll only upon payment of the annual fee for Support Services ("Support Fee") for the current twelve (12) month period and all annual Support Fees that would have been paid had Licensee not terminated Product Support Services. Invoices for ordered Support Service periods shall be submitted on a quarterly or monthly basis, after completion of such period.
- 5.5 Term of Product Support Services. RWD's provision of Product Support Services to Licensee will have a term of 12 months and will commence on the Effective Date of the applicable Delivery Order and will renew on March 1st of each calendar year. At the end of the initial term and any subsequent term, Product Support Services may be renewed for a renewal term of twelve (12) months by payment of RWD's invoice for the applicable annual Support Fee. Termination of Product Support Services by failure to renew will not affect Licensee's license to the Software and Documentation provided Licensee has paid all fees for the Software. RWD reserves the right, upon 120 days' notice to Licensee to change or cease to provide Product Support Services at any time after the first year of Product Support Services if it determines to change or not to continue to offer such Product Support Services plan to customers of the Software as a general company policy. In the event that RWD ceases to provide Product Support Services during the term of a funded annual renewal, Licensee shall be entitled to a prorated refund of the annual Support Service payment for that period of time remaining in the Support Service term for which RWD has ceased support.
- 5.6 Training. RWD will provide certain training services related to the Software at an additional charge pursuant to an applicable Delivery Order. RWD and Licensee will schedule such training at a mutually agreed time and location promptly after the delivery and installation of the Software.
- 5.7 Key Users. Licensee shall appoint individuals who are knowledgeable in the operation of the Software to serve as primary contacts between Licensee and RWD regarding service support inquiries. All of Licensee's Support inquiries shall be initiated solely through these contacts. Licensee shall have the right to appoint substitute individuals serving as Key Users provided the names of the new individuals and the individuals being substituted are communicated to RWD in writing.

6. TERM AND TERMINATION

- 6.1 Term. This Agreement and the license granted hereunder shall be effective as of the Effective Date and shall continue in effect thereafter unless terminated under Section 6.2.
- 6.2 Termination. This Agreement and the license granted hereunder shall terminate:
- (a) thirty (30) days after Licensee gives RWD written notice of Licensee's desire to terminate this License, for any reason;
 - (b) fifteen (15) days after RWD gives Licensee written notice of Licensee's material breach of any provision of the Agreement, unless Licensee has cured such breach during such fifteen (15) day period; or
 - (c) fifteen (15) days after Licensee gives RWD notice of RWD's material breach of any provision of the Agreement, unless RWD has cured such breach during such fifteen (15) day period.
- 6.3 Survival of Certain Terms. The provisions of Sections 2, 6.3, 6.4, 6.5, 7, 8, 9, 10 and 12 shall survive termination of this Agreement.
- 6.4 Limited Refund. Except as set forth in Section 7.2, in the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee; provided, however, that in the event of termination pursuant to Section 6.2(c) (RWD's material breach), RWD shall refund to Licensee a pro rata portion of the License Fee, calculated based on straight-line depreciation over a four (4) year useful life and a pro rata portion of the Support Fee paid for the remainder of the term of the then current annual Support Fee.
- 6.5 Effect of Termination. Upon any termination hereunder, Licensee shall immediately cease Use of the Software, Documentation, and Work Product, and shall irretrievably delete and/or remove such items from all computer terminals, workstations and storage media.

7. LIMITED WARRANTIES

- 7.1 Limited Warranty. RWD warrants that the Software, if used without material alteration, will substantially conform to the functional specifications contained in the Documentation for ninety (90) days following delivery (the "Warranty Period"). RWD's warranty is subject to the Government providing RWD necessary access, including remote access, to the Software. The Government shall provide RWD with sufficient test time and support to permit RWD to use reasonable effort to correct the defect.

RWD does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors which do not materially affect such performance or that the applications contained in the Software are designed to meet all of the Government's business requirements.

RWD warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in the GSA Schedule contract (GS-35F-0491R).

- 7.2 Remedy for Breach. In the event of any breach of the warranty set forth in Section 7.1, then RWD shall exercise best commercial efforts to correct any defects in the Software and related services reported to it by Licensee during the Warranty Period. In the event that RWD is unable to correct any defect that significantly restricts Use of the Software, then RWD shall refund to Licensee the amounts paid for the Software, including the Support Fee, and terminate this Agreement in accordance with Section 6.2(c). THE FOREGOING PROVISIONS OF THIS SECTION 7.2 STATE LICENSEE'S SOLE REMEDY FOR BREACH OF THE WARRANTY IN SECTION 7.1 ABOVE.

8. WARRANTY DISCLAIMER

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 7.1 AND 7.2 ABOVE, LICENSEE ACCEPTS THE SOFTWARE "AS IS". RWD AND ITS LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SET FORTH HEREIN AND EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

9. INFRINGEMENT

- 9.1 Indemnification. RWD shall, at RWD's option and expense, defend or settle any claim, suit or proceeding ("Claim") brought in the Territory by a third party against Licensee stating that the Software as provided to Licensee by RWD infringes the intellectual property rights of the third-party. RWD shall have sole control of any such action or settlement negotiations.
- 9.2 Remedies. If the Software, or any part thereof, is, or in the opinion of RWD may become, the subject of any Claim for infringement of any such copyright, then RWD may, at its option and expense, provide one of the following remedies in lieu of indemnification (i) procure for Licensee the right under such copyright to continue to Use the Software or such part thereof; or (ii) replace the Software, or infringing part thereof, with other suitable software acceptable to Licensee; or (iii) suitably modify the Software, or part thereof so as to become non-infringing without loss of functionality; or (iv) remove the Software, or part thereof from Licensee's site, and refund the aggregate payments paid therefore by Licensee, less a pro rata sum for past use, calculated based upon straight-line depreciation over four (4) years. RWD shall not be liable for any costs or expenses incurred without its prior written authorization.
- 9.3 Limitation. Notwithstanding the provisions of Section 9.1 above, RWD assumes no liability for: (a) any infringement Claim with respect to any product or item in or with which any of the Software may be used, or any combination of the Software with any other product or item, but not covering the Software standing alone; or (b) the modification of the Software, or any part thereof, unless such modification was made or approved in writing by RWD. In addition, RWD will be relieved of any obligations under this Section 9 if Licensee does not fulfill the following conditions: (i) Licensee must notify RWD promptly in writing of any Claim; (ii) Licensee must give RWD authority to proceed as contemplated herein; and (iii) Licensee must give RWD, at RWD's expense, reasonable assistance to settle and/or defend any Claims.
- 9.4 Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATION OF RWD AND THE EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF COPYRIGHTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE OR ANY PART THEREOF.

10. LIMITATION OF LIABILITY

THE PARTIES AGREE THAT RWD'S LIABILITY ARISING OUT OF THIS AGREEMENT AND THE USE OF THE SOFTWARE SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE UNDER THIS AGREEMENT FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL RWD OR ITS LICENSORS BE LIABLE FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER OR NOT RWD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR LIABILITY ARISING OUT OF SECTION 2 OF THIS AGREEMENT, THE PARTIES AGREE THAT LICENSEE'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY LICENSEE UNDER THIS AGREEMENT FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH LIABILITY. THE FOREGOING WILL NOT AFFECT EITHER PARTY'S LIABILITY, IF ANY, WITH RESPECT TO CONTRIBUTION OR INDEMNITY FOR THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH, OR PHYSICAL DAMAGE TO TANGIBLE PROPERTY.

11. ASSIGNMENT

Licensee may not transfer or assign, directly or indirectly, its rights or obligations under this Agreement without the prior written consent of RWD. Notwithstanding the foregoing, Licensee may assign its license to the Software, in whole or in part to any agency of the Licensee or component within an agency of the Licensee (as defined in Paragraph B.1 of BPA #N00104-06-A-ZF37) ("Affiliate"), provided such Affiliate agrees in writing with RWD, prior to assignment, to be bound by all the relevant provisions of this Agreement, as if it were Licensee hereunder, and provided, further, that such Affiliate pays any RWD fees associated with such assignment, including the applicable Support Fees. In the event of a special licensing arrangement wherein an entire site is licensed, transfer of the site license to another agency or component will be at no cost only if the number of users is less than or equal to the original site limitations. Additional license charges may apply in the event the gaining agency or component has a larger number of users and the terms of such site transfers must be negotiated on an individual basis. Any attempted

assignment by Licensee that does not comply with the terms herein may be deemed ineffective by RWD, and Licensee will be held primarily responsible for complying with all terms and conditions hereunder.

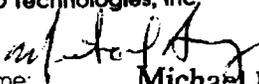
12. GENERAL PROVISIONS

- 12.1 Export Laws. Licensee shall not disclose, export or re-export, directly or indirectly, Software or Documentation provided under this Agreement in violation of applicable United States or foreign export laws.
- 12.2 Governing Law. This Agreement shall be governed by the Federal Acquisition Regulations and the applicable Federal Government Contract laws of the United States.
- 12.3 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior agreements, discussions, and understandings between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties.
- 12.4 No Waiver. No delay, omission, or failure to exercise any right or remedy provided for in this Agreement shall be deemed to be a waiver thereof.
- 12.5 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, to the addresses shown at the beginning of this Agreement or to such other address as may be typed following this paragraph. Such notice shall be deemed to have been given three (3) days after deposit in the mail, except that notice of change of address shall be effective only upon receipt.
- 12.6 Force Majeure. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

12.7 Partial Invalidity. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall remain, nevertheless, in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above intending to be legally bound.

RWD Technologies, Inc.

By: 
Name: **Michael Bray**
Title: **President, Enterprise Systems**
Date: **RWD Technologies**
5/22/06

United States Department of Defense

By: 
Name: R. L. KLINGER
Title: CONTRACTING OFFICER
Date: 05/22/2006

Schedule A

Product Support Services

1. Mission Statement

Create an environment that allows customers to achieve success with the use of our products and experience a favorable return on their investment.

This program includes the following services:

- Software Updates: Access to all latest product updates and documentation.
- InterAct: Access to the public and customer-specific portions of the customer support website.
- Standard Support Services: Support services during standard regional working hours by telephone, e-mail, fax or on-line via InterAct.

2. Software Updates

Goal: Maintain the technical viability of RWD Info Pak.

2.1 Definition:

The RWD Info Pak® software is designated by Release Number, Version Number, and Patch Number in a Release#.Version#Patch# identifier (e.g., RWD Info Pak 5.12). The Support Program typically includes software updates designated as new Versions and Patches to the current Release. RWD reserves the right to charge upgrade fees for new Releases that contain significant enhancements or new functionality. Releases may or may not be included as a software update at the discretion of RWD. However, in no event will RWD require that Licensee pay an upgrade fee for releases required to maintain the essential features of the Licensed Software or required to ensure that the Licensed Software continues to perform consistent with pre-update capabilities during the term of Support and Support Services.

2.2 Third-party Dependencies:

RWD Info Pak relies on software functionality from the Microsoft Windows operating system (OS), Microsoft Office applications (Office), HTML browsers and Adobe Acrobat (viewers), and several ERP applications (target applications).

The primary purpose of the software update process is to provide Product Revisions that correspond to changes in OS, Office, viewers, and target application software and to fix bugs and add minor enhancements when and if available. As these third-party products evolve, the RWD Info Pak product suite will go through periodic Product Revisions to support our customers as they upgrade their technical environments. There is no set pace at which RWD products will track these third party applications. To the extent possible, the Support Program will provide updates in a commercially reasonable timeframe. For so long as Licensee is current in its payment of the Support Fee, Licensee will be entitled to the Software Updates as they are released. At Licensor's option, the Software Updates will provide similar functionality to the supported releases through these Product Revisions or grant Licensee access to the applicable portions of new releases that provide similar functionality.

While these updates primarily incorporate the technical modifications necessary to support new releases of the OS, Office, viewers, and target application software, updates may also include resolutions for defects and minor enhancements and, in some cases, be the sole remedy for certain support events requiring migration to these newer updates.

As the third-party vendors evolve their solutions, they may discontinue support for releases of their software. RWD may, at its own discretion, discontinue support for these same versions of the third-party software. Even though support for older releases of the third-party software may exist at the time an issue arises, RWD may only be able to technically resolve issues or provide enhancements with the more current versions of the third-party software. As

issues arise for these older environments, it may be necessary for RWD to recommend that customers upgrade their environment to the more current release of software.

For example, a defect that is resident in Office 2000 may go unresolved if the technical solution is only available in Office 2003 or if Microsoft and RWD have dropped support for Office 2000.

2.3 Product Lifecycle:

Beyond issues arising from technical viability, one of the most important goals of the Support Program is to provide excellent service to our customers on the latest product releases. In order to provide this level of support, older products are retired as they reach the end of their lifecycle. Limiting support on retired products enables RWD Product Development and Support to focus on a manageable range of products and support new and enhanced features and environments.

Accordingly, for the current release, RWD will offer Product Revisions and Support Services only for the most recent version and the version immediately prior. Prior releases may be supported for extended time periods based on customer demand and marketplace requirements. The InterAct Product Support website will maintain a Product Lifecycle document detailing the support periods and End of Life expectations for each release/version.

As new functionality and enhancements of the base functionality of the RWD Info Pak product suite are released, they will become available for purchase. These enhancements may require a different technical environment than current releases of Info Pak. Additionally, these releases may require a technical environment more advanced than the minimum versions supported by third parties.

For new customers that have technical environments behind what is currently supported, RWD, on an individual basis, may sell non-supported versions of the RWD Info Pak product suite along with the appropriate modifications to the Support Program. Customers with these requirements will additionally own the current release and be afforded full licensed rights to the current release.

2.4 Defects and Enhancements:

The Support Program enables customers to report defects and request enhancements. Each reported incident and request is tracked and considered for the software update process. The Support Services component of the Support Program covers all communication with customers regarding defects and enhancements including acknowledgement and status updates and, for enhancements that are accepted, requirements gathering.

Defects that are urgent in nature typically result in patches to the current version. Defects that are not urgent or that have an acceptable workaround are typically prioritized and bundled in future versions. All lifecycle discussions include customer and stakeholder input into the prioritization process.

3. InterAct

Goal: Allow customers easy access to Support Program artifacts and accumulated knowledge surrounding the use of RWD Info Pak.

3.1 Definition:

The RWD Product Support Center Website, InterAct, provides a shared knowledge base for all customers. Additionally, InterAct provides enhanced features and content for active subscribers to the Support Program. Serving as the support portal, the InterAct provides customers with convenient access to software upgrades, a support knowledge base, discussions, product information and an on-line mechanism to post and review trouble tickets.

3.2 Content:

- Downloads for Current Releases: Secure download utility for all supported releases available per the product lifecycle document.
- User Manuals: US English versions of all user manuals for all releases.
- Technical Specifications: System requirements and product capabilities descriptions for all releases.
- Frequently Asked Questions: Convenient listing of questions and answers and common error codes resulting from support activities and other interaction with the customer base.

- Troubleshooting Guides: Convenient guides to correct known issues or incompatibilities with third-party software are made available as Product Support determines appropriate resolutions.
- Best Practices: Resulting from discussions with customers and project teams, items that can be generically covered in a 'white paper' format are published as they become available.
- Discussion Forums: Interested Key Users from all active customers can access user-contributed discussion forums on any and all topics that are submitted. RWD provides the system mechanism and monitors traffic, but avoids direct posting unless improper or incorrect information is being submitted.
- Issue Submission and Tracking: Key Users from all active customers submit and track their support events via InterAct.

3.3 Customer Access:

Customers who are current subscribers to the Support Program can easily access this site with standard Internet connectivity and a Licensor-provided password.

4. Standard Support Services

Goal: Provide rapid, accurate, and consistent assistance for using the Product and resolving technical issues. In addition to InterAct and product documentation, the Support Program enables customers to report defects and solicit product guidance from the support desk. The Support Desk's responsibility is to ensure continued productivity, but not assume the customer's operations.

The Support Services component of the Support Program is served by a three-tiered response organization and continual management oversight. In addition to pure technical inquiries, the standard support services are focused on answering post-training implementation questions that are "how-to" and "best practice" in nature. There is often a fine line between product training, support, and consulting. Detailed implementation and customization inquiries that require analysis and requirements determination are provided via advanced consulting services that are contracted separately from the Support Program. These opportunities are reported to the respective consultancies for their prosecution and execution.

5. Three-Tiered Support Program

Tier 1: Tier I consist of two separate, but related offerings – The Support Desk and Customer Care.

Support Desk:

- Tier 1 representatives log all calls with the relevant details in the InterAct tracking system.
- Tier 1 searches the existing knowledge base to implement suggested remedies and verifies whether a standard solution exists for the reported problem and communicates back to the client.
- Tier 1 performs in-depth troubleshooting of customer issues to the point that the situation is understood and resolved or, when a solution is not apparent, escalated to Tier 2.
- For knowledge-based inquiries, the support desk representatives should transition the call internally within Tier 1 to the Customer Care representatives when necessary.
- Tier 1 collects all information required for the next support tier level including detailed requirements for enhancement requests.

Customer Care:

- Beyond initial training, the Customer Care representative solicits customer health with the product implementation based on routine (periodic) and episodic triggers.
- Customer Care representatives also function as 'account managers' to customers that require consistent management and technical communications during particularly troublesome periods. In this capacity, Customer Care representatives ensure continued success of the RWD Info Pak implementation, including the implementation of suggested workarounds and expectation management regarding ultimate resolution.
- Customer Care responsibilities also include assistance to customers with knowledge-based inquiries, including the interpretation of best practices. When necessary, the customer care program is the transition point between technical support and the consultancies when detailed implementation and customization services are being requested.
- Customer Care representatives collect any information required for the next support tier level including detailed requirements for enhancement requests.

Tier 2: If no resolution is found in the knowledge base and troubleshooting does not resolve the situation, the problem is escalated to Tier 2 where senior resources with extensive functional/technical expertise take over. Continued analysis and troubleshooting is afforded until a resolution or acceptable work around is available. The resolution and severity may be redefined if the problem is not resolved. Finally, the problem is flagged as a bug or an enhancement request, and delivered to Tier 3.

Tier 3: When necessary, incidents are transferred to Sustained Engineering, the extension of the product development team that manages Tier 3 support. This tier troubleshoots issues where Tier 2 has exhausted all resources and techniques. Tier 3 continues the troubleshooting at a more granular level and, when necessary, identifies the root cause at the code-level and prepares engineering estimates on short-term and long-term resolutions. This group, in concert with product management and the life cycle planning process, prepares enhancements and corrections in future releases of the product