

Adacel Extended Support Plan

SIMCARE

CONTRACTING AGENCY:
{Customer} ({CUST})

OFFER NUMBER:
PL995x-120xx

REVISION NUMBER:
- 00

Month dd, 20yy



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Adacel Extended Support Plan

1. Introduction

Adacel Systems, Inc. (hereinafter referred to as Adacel) is pleased to provide this Adacel Extended Support Plan (hereafter referred to as SimCare) to {Customer} (hereinafter referred to as {CUST}). Adacel values and appreciates the business of {Customer} and looks forward to supporting the following systems over the entire life cycle. As providers of complex systems, Adacel understands that responsive, efficient, and effective support is important for the protection of any investment.

Systems covered under this Adacel SimCare Plan are listed below (hereinafter referred to as the System(s)):

- <List of systems inserted here>

Subject to the plan described below, Adacel warrants, at the time of acceptance of the System(s) in whole or in part, and for a period of twelve (12) months from such date, the System(s) shall meet the operational standards as stated in the system specification. The system will be free from any structural defects.

Note: While this document identifies all of the items that can be covered under an extended support plan, please reference the contract for which items specifically apply.

2. Definitions

Business Days	Monday through Friday
Business Hours	7:00 a.m. to 7:00 p.m. Eastern Standard Time (EST)
Maintenance and Support	Inclusive to software provided by Adacel.
Period of Performance (PoP)	October 1, 2012 - September 30, 2012
Service Pack (SP)	Contains defect corrections and may include minor functionality refinements, and identified by a unique version number.
Software Support	The release of software including the associated corrective component(s).

TSSC	Training System Support Center
SimCare	Stipulations and conditions set forth in this document, which the {CUST} and Adacel agree upon, include the servicing and repairs of the purchased system(s)

3. SimCare Plan Components

SimCare is designed to be a whole life support contract for your Adacel product. It encompasses all aspects of simulator support. Adacel has a fully staffed support center to handle your request. Your incoming calls are handled by our help desk, and then the issues are disseminated to our technicians via service requests. The help desk is also there to support your general “how to” questions.

Your SimCare support also includes a personalized website that allows you to input and monitor the status of service requests, download software and manuals and includes pertinent information about your system.

Some other key benefits of SimCare are software patches and software upgrades. Below you will find an in depth definition for each of these components. Adacel shall provide updated technical documentation for patches and upgrades as required.

Simcare Component	Included in this Support Plan Agreement
Helpdesk Telephone Support	Yes
Customer Support Website	Yes
Hardware Replacement	No
Software Discrepancy Support and Updates	No
Annual Site Support Visit	No

Supported Simcare Components

3.1 Help Desk

All unscheduled support and maintenance requests will be supported through an on-call basis. This Adacel SimCare Plan includes the implementation of a customized

helpdesk solution that will be the focal point for all on-call tasks. The Help Desk serves as the POC for Adacel clients and members of the support team to resolve system problems and maintenance. Using a severity incident reporting system, the Help Desk monitors all aspects of call management from operational difficulties to logistics management.

The support and maintenance process is managed and tracked under a service request tracking system. Figure 3-1: Service Request Flow Diagram illustrates the detailed workflow of a help desk service request through the Adacel three (3) tier process. All service requests (SR) are assigned to support personnel that are responsible for the SR until the incident is closed. This process allows members of the support team and {CUST} the ability to track the progress of the service request until the incident is closed.

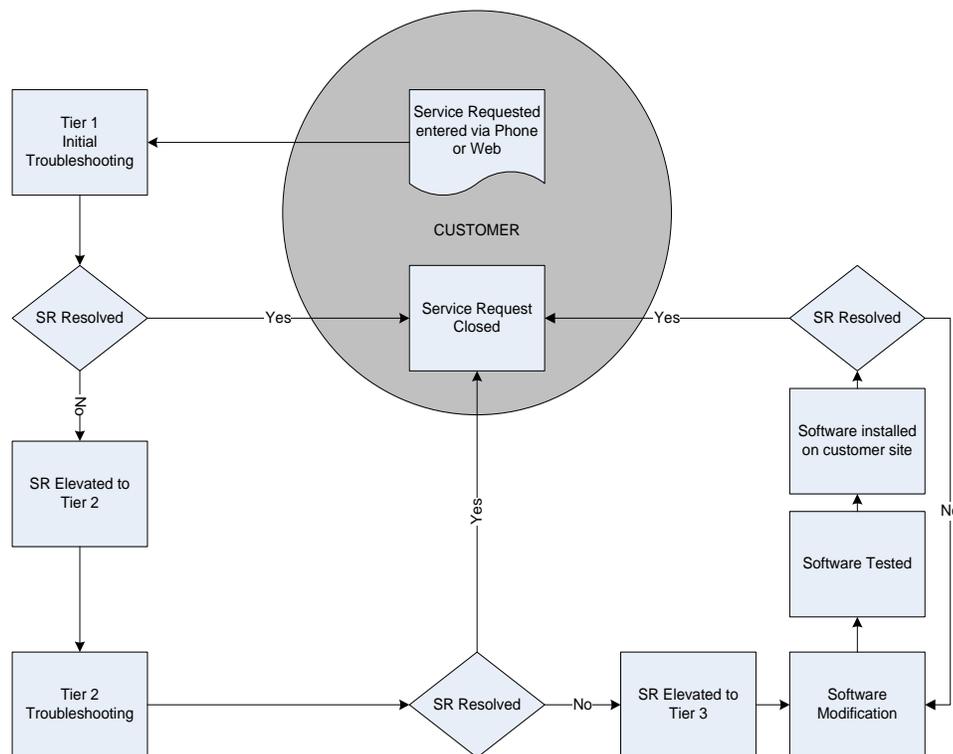


Figure 3-1: Service Request Flow Diagram

Adacel requests that a single POC (with a designated alternate) be defined by {CUST} to simplify callbacks from Adacel. This POC should have received the Maintenance Training and be qualified to perform T2 support and maintenance.

3.1.1 Opening Reports

When a support and maintenance issue is received through either the Help Desk or the customer specific website, it is evaluated as to the nature of the problem and the required expertise needed to resolve it. A service request is entered into the tracking system and the service request is initiated through the Tier 1 troubleshooting support to solve as many problems as possible during the initial call. If it is not possible to resolve the problem with Tier 1 support, the SR is referred to Tier 2.

A Technician located at the support center will execute a detailed examination, isolation, and solution development for the service request. If the problem cannot be validated by the Technician, the Help Desk may dispatch a Field Support Technician (FST) to the site to perform further investigation.

If the problem cannot be resolved by telephone or the dispatched FST, the service request will be elevated to a Tier 3 engineer. The engineer will research the source code, fix and test the solution, and submit the modification back to the support center. The support center will then retest the modifications and submit the new baseline to {CUST}.

3.1.2 Tier Definitions

TIER 1 SUPPORT AND MAINTENANCE (T1)		
CUSTOMER RESPONSIBILITIES		ADACEL RESPONSIBILITIES
<ul style="list-style-type: none"> • Power on/off. • Log on/off. • Data management. • Software back-ups. • Checking for storage space. • Re-launching applications. • Basic trouble shooting. • Routine replacement of consumable components. • Service Request submittal. 		<p>During business hours as stipulated on page 1.</p> <p>Provide qualified personnel for answering or responding to a service request provided by the customer to include addressing common issues with standard resolutions.</p> <p>Initial response to off hours service requests on a 24/7 basis to enter service request information into the tracking system.</p>

TIER 2 SUPPORT AND MAINTENANCE (T2)		
CUSTOMER RESPONSIBILITIES		ADACEL RESPONSIBILITIES
<ul style="list-style-type: none"> • The provision of more detailed analysis of all problems unable to be resolved by the initial contact with the Adacel Help Desk facility as part of the provision of Tier 1 Support and Maintenance. • The return of all defective units, components, spares, and other parts or items to Adacel for repair or replacement by Adacel under Tier 3 Support and Maintenance. • Transfer of files such as log, core, exercise, and configuration files from file servers to removable media. • Transfer of files such as log, core, exercise, and configuration files to the Adacel Support Website for analysis by Tier 3 Support. • Collection of system and operator data as required when facilitating system diagnostics. • Check and restore data from back-ups performed by Tier1 maintenance personnel. • Recover simulation workstations, Voice Communication System (VCS) positions, simulation server, VCS servers, and IG or PCIG (slave and master) in the event of a hard drive failure or data corruption. 		<p>Provide qualified personnel for working on responding to Service Requests recorded by Tier 1 personnel:</p> <ul style="list-style-type: none"> • Replacement and configuration of spares as contained in the spares list as specified in the contract, if applicable. • Advanced troubleshooting and problem resolution where hardware/software development is not required. • Basic systems operations help. • Scenario development assistance.

TIER 3 SUPPORT AND MAINTENANCE (T3)		
CUSTOMER RESPONSIBILITIES		ADACEL RESPONSIBILITIES
<ul style="list-style-type: none"> • Support Adacel with documentation and information necessary to affect proper repair of system(s). 		<p>Tier 3 support and maintenance to be performed by Adacel refers to the corrective action by Adacel technical support staff using:</p>

		<ul style="list-style-type: none"> (a) remote electronic means, (b) provision to {CUST} of software components by courier, for installation by {CUST} on-site support or maintenance personnel, or (c) on-site corrective action taken by Adacel technical support staff including software modifications.¹
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The {CUST} shall be responsible for supplying a high-speed internet service line for the use of a VPN connection between {CUST} and Adacel. Adacel will provide the appropriate VPN equipment for installation to service and maintain each installed system.²

Note: If no VPN access is provided, additional costs could be incurred.

3.1.3 Response Times

There are three (3) categories of service request responses and two (2) defect severity levels. The Response categories are:

1. **Initial Response:** If {CUST} has an issue and contacts the SimCare customer support center, the Help Desk will issue a service request ticket number acknowledging receipt of the problem. If the service request was submitted using the SimCare website, an email will be generated that will contain a service request number, and acknowledge receipt of the issue.
2. **Response Update:** A response update is communication with the customer, identifying the status of the service request and providing an estimate of the time it will take to complete the service request. The response update will be communicated to an authorized {CUST} representative.
3. **System Restoration Response:** The restoration response will detail restoring the system, and explain any usage tips and limitations that may apply. If the proposed solution has not fixed the defect, the defect will be rectified according to the priority of the defect as indicated in Table 3-1 below. System restoration instructions will be communicated with {CUST} to an authorized representative.

The user will be able to view the entire work log of all responses through use of the website.

¹ On-site corrective action is only available for non-portable CONUS systems. Portable or OCONUS systems will require special contractual provisions and/or additional funding for on-site corrective action.

² Adacel will provide VPN equipment for non-portable systems.

The defect Priority Levels are defined as:

1. **High:** A defect that affects all end users where a major system feature is inoperable and prevents the system from being used for training.
2. **Normal:** Loss of a single or multiple functions that does not seriously affect operation; an alternative solution is available; system use can continue.

Table 3-1 summarizes response times based on response category and defect severity.

Response Required	Level	
	High	Normal
Classification Definition	Errors or reproducible failures disable major (essential) functions and system is unavailable for training	The system is operational. Errors or reproducible failures disable non-essential functions; system is still available for training.
Initial Response	Within one (1) hour of receiving the service request, during business hours	Within one (1) business day of receiving the service request, during business hours
Response Update	Within four (4) business hours of receiving the service request, during business hours	Within one (1) business day of receiving the service request, during business hours
System Restoration Response	A determination will be made within 48 business hours of the Response Update.	A determination will be made within 72 business hours of the Response Update.

Table 3-1: SimCare Response Times

3.1.4 Operational 'How to' Questions

Aside from problem resolution, Help Desk personnel will provide support answering general system operation questions. The same support center process is followed for dealing with 'how-to' questions that are used for problem resolution and tracking.

3.1.5 {CUST} Escalation

If, after a reasonable delay³, a response has not been received on a reported problem, the {CUST} POC is invited to contact the following Adacel Support Center management personnel as a means of escalating the issue.

Gareth Platt

Kevin Pickett

³ For the purposes of this escalation, a reasonable delay shall not be less than the response times indicated in Table 3-1 of this document.

Manager, Support Operations

Tel: (407) 581 1567

Email: gplatt@adacel.com

Director, Operations

Tel.: 407.581.1528

email: kpickett@adacel.com

3.2 Adacel Support Website

Adacel shall prepare a personal {CUST} specific SimCare website (<http://{cust}.simcare.biz>) from which {CUST} will be able to issue, track, and receive updates. Access to the website is provided through a secure user-level rights system. The following functions and data are available through the customer-specific SimCare website:

- Summary information such as Service Requests in process, upcoming events, backup status, revised product information, and support files ready for download.
- Program management data such as contract documents, system reports, and test information.
- Initialization of a service request.
- POC information.
- Downloadable files such as visual databases, user manuals, and “playing” areas.
- Service request information, including historical information on closed service requests.
- FAQs.

3.3 Software Technical Support

All software support tasks will be carried out by Adacel. Included are troubleshooting, installation, and integration of software. These tasks will be carried out using remote links or they will be done on-site⁴ when remote access cannot accomplish the required tasks.

3.4 Software Maintenance (Service Packs)

{CUST} may receive software releases that improve the software’s performance. Any deviations from the system’s stated goals, requirements, specifications, or performance criteria are not covered under this Adacel SimCare Plan.

⁴ Tier 3 requirements for portable and OCONUS systems apply when remote access or cannot accomplish the required tasks.

3.5 Software Updates

The development of Adacel software is always evolving as a result of input from our customer base. {CUST} may receive upgrades on the licensed products covered under contract number PL995x-120xx.

On average, an upgrade with new features and enhancements is released each year. Upgrades usually are installed and integrated at the site during the annual site visit or through a remote link, if available.

4. Terms and Conditions

4.1 Limitation of SimCare Plan Agreement

The SimCare Plan does not extend to cover costs incurred by Adacel or its representatives for time spent troubleshooting, reworking, repairing, replacing, or installing parts or components that have failed or ceased to function as a direct or proximate result of system or component abuse or misuse. Abuse or misuse includes, but is not limited to, actions taken against the directions and recommendations documented in applicable user or owner manuals, and includes any modification of software code and reconfiguration of systems without specific training and direction from Adacel. In addition, for speech recognition systems, the warranty service agreement shall be deemed null and void should {CUST} resources make changes to the Adacel provided grammar.

4.2 Force Majeure

Adacel shall not be liable to {CUST} for the SimCare Plan when a failure results from a cause outside of Adacel's control. Events include, but are not limited to: acts of God, war, terrorism, sabotage, fire, explosion, or flood. All reasonable efforts to avoid or mitigate the effect of the force majeure event must be taken by both parties.

4.3 System Relocation⁵

Should {CUST} choose to relocate the system(s) without the support of Adacel personnel, the SimCare Plan agreement will be deemed null and void. An on-site revalidation of the system will be required and performed by Adacel at an additional cost to {CUST} before resuming any Warranty Service Plan or maintenance contract.

⁵ Does not apply to portable systems purchased by {CUST}.

4.4 Lapse in Coverage

Should the system SimCare Plan contract lapse beyond 30-days prior to the purchase of continued SimCare coverage, an on-site⁶ revalidation of the system will be required at an additional cost to {CUST} prior the new maintenance plan becoming effective.

4.5 Annual Site Visit⁷

One site visit is included annually under the Adacel SimCare Plan. The site visit is pre-scheduled to ensure access to all systems during normal business hours. While on site, the Adacel technician will install and integrate system upgrades or new software releases and perform an overall system health check-up to ensure that the system is running at optimum levels.

The annual site visit will take place at {CUST} facility located at:

- <insert facility location(s) here>

⁶ For portable systems, a re-evaluation of the systems performance will be performed by means agreed to by both Adacel and {CUST}. Additional costs may incur.

⁷ Does not apply to portable systems purchased by {CUST}.