



DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

## DIVISION OF PROCUREMENT SERVICES

STATE OF MAINE

## PROCUREMENT JUSTIFICATION FORM (PJF)

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

*INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services intranet site (Forms page) for additional instructions.*

## PART I: OVERVIEW

Department Office/Division/Program:		Secretary of State, Bureau of Motor Vehicles, Information Services	
Department Contract Administrator or Grant Coordinator:		Chris Johnson, Deputy Secretary of State	
(If applicable) Department Reference #:		Quote # 2107	
Amount: (Contract/Amendment/Grant)	\$62,823.3	Advantage CT / RQS #:	20230125000000000893
CONTRACT	Proposed Start Date:	12/27/2022	Proposed End Date: 12/26/2023
AMENDMENT	Original Start Date:		Effective Date:
	Previous End Date:		New End Date:
GRANT	Project Start Date:		Grant Start Date:
	Project End Date:		Grant End Date:
Vendor/Provider/Grantee Name, City, State:		ACF Technologies, Inc. 64 Peachtree Rd, Ste 201 Asheville, NC 28803-3154	
Brief Description of Goods/Services/Grant:		Annual Software Support for Q-flow System	

## PART II: JUSTIFICATION FOR VENDOR SELECTION

Check the box below for the justification(s) that applies to this request. (Check all that apply.)

<input type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input checked="" type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input type="checkbox"/>	D. Proprietary/Copyright/Patents	<input type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice
<input type="checkbox"/>	F. University Cooperative Project	<input type="checkbox"/>	L. Other Authorization

Please respond to ALL of the questions in the following sections.

### PART III: SUPPLEMENTAL INFORMATION

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

The Q-Flow ticketing system was purchased as a result of a contract in 2014 and is already in place in the 13 branch offices of the Bureau of Motor Vehicles. The bureau will continue to use this equipment and the requested software maintenance and support is necessary to sustain the system.

2. Provide a brief justification for the selected vendor to supplement the response in Part II. Reference the RFP number, if applicable.

The lobby management software and hardware were purchased as a result the RFP process and contract award, CT 29B 20140909000000000904.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

The annual software maintenance and support cost of the Q-Flow system was negotiated at the time of the original contract and has not increased since 2014.

4. Describe the plan for future competition for the goods or services.

Competitive bidding opportunities will be sought when the equipment reaches end of life and needs replacement.

### PART IV: AMERICAN RESCUE PLAN ACT (ARPA) / MAINE JOBS & RECOVERY PLAN (MJRP)


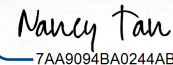
Does this request utilize ARPA/MJRP funds?

Yes – If Yes, please attach the approved Business Case(s).

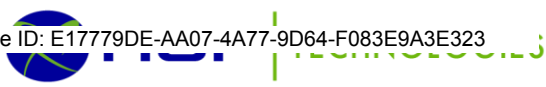
No – If No, proceed to Part V.

### PART V: APPROVALS

The signatures below indicate approval of this procurement request.

Signature of requesting Department's Commissioner (or designee):			
Typed Name:	Christopher K. Johnson Deputy Secretary of State	Date:	1-25-2023
Signature of DAFS Procurement Official:			
Typed Name:	Nancy Tan Deputy Director of IT Procurement	Date:	Feb-09-2023

# Maine BMV – Q-Flow Renewal 2022-2023



## Contents

- Pricing .....4
- Terms & Conditions .....5
- Standard Service Level Agreement .....8
  - ACF Points of Contact .....8
  - Agreement Overview .....8
  - Purpose of Agreement .....9
  - Support Services Terms .....9
  - Changes to Service Level Agreement .....9
  - Definitions ..... 10
  - Support Request for Application Software ..... 11
  - Service Agreement ..... 14
  - Service Availability ..... 14
  - Extended "Limited" Hardware Warranty (If Applicable) ..... 15
  - Support for Hosted Services (if applicable) ..... 16
- LEVELS OF SERVICE .....18
  - Re-instatement of Service ..... 19
  - Additional Terms ..... 20
- Signature Page .....22

January 23, 2023

Angela Lausell  
Business Development Executive  
828 -398-0040 x 131 (o)  
[Angela.lausell@acftechnologies.com](mailto:Angela.lausell@acftechnologies.com)

Maine BMV

Bruno Inacio  
Director, Public Services  
Maine Bureau of Motor Vehicles  
Cell: (207) 592-1029

First and foremost, I want to acknowledge the relationship with you and your team, and I also want to personally thank you for your business with ACF Technologies, Inc. I trust that Q-Flow has served as a valuable tool for your facility.

I have provided within this document, all the details for your continued Q-Flow Annual license with support and maintenance. Maine BMV has a hosted annual license for Q-Flow. The new license will be effective from December 27, 2022 to December 26, 2023. Full details and benefits of ACF's support and maintenance are included and all the terms and conditions remain unchanged.

In this proposal, we have provided pricing, and terms. If you have any questions or require additional information, please contact me at your earliest convenience.

Thank you,

*Angela Lausell*  
Angela Lausell



## Pricing

Quote  
#2107

ACF Technologies, Inc.  
64 Peachtree Rd Ste 201  
Asheville NC 28803-3154  
United States

**Billing Address**  
Stockroom  
Bureau of Motor Vehicles  
29 State House Station  
Augusta ME 4333  
United States

Date	Expires	Sales Rep	Currency
01/06/2023	04/13/2023	Angela Lausell	USD

Item Code	Description	Scope/Allocation Notes	Qty	Rate	Amount
SES2500A	Annual Connect Client Notification Module (SE)	Annual Connect License	1	1,575.00	\$1,575.00
SUB0200	ACF Unify (Annual Subscription)	Annual ACF Unify	13	417.23	\$5,423.99
SSA0750A	Personal Information Page (PIP)	Annual PIP	1	1,000.00	\$1,000.00
EXT0500	SMS Long Code Number	Annual SMS long code	1	25.00	\$25.00
SE0304A	Annual Virtual Check-In (ES)	Annual Online Appointment	1	3,166.67	\$3,166.67
EXT1020A	Annual Small Enterprise Hosting Service (26-100 users)	Annual Hosting	1	9,000.00	\$9,000.00
SC0150A	Annual Manager User License	Manager Licenses	13	365.00	\$4,745.00
SC0175A	Annual Administrator User License	Administrator Licenses	2	416.67	\$833.34
SC0400A	Annual Agent User Premium	Premium Licenses	30	248.33	\$7,449.90
SS0101	Software Support	Annual Q-Flow software support	1	4,179.40	\$4,179.40
SS0101	Software Support	Legacy Q-Flow software support	1	25,425.00	\$25,425.00

<b>Subtotal</b>	\$62,823.30
<b>Shipping Cost</b>	
<b>Tax Total (If Applicable)</b>	\$0.00
<b>Total</b>	\$62,823.30

Year 2 and Year 3 – Estimated Q-Flow Support & Maintenance	
Software Support Coverage Period: 12/27/2023 – 12/26/2024 Year 2	\$62,823.30
Software Support Coverage Period: 12/27/2024 – 12/26/2025 Year 3	\$62,823.30

*\*An updated software support and maintenance quote will be provided annually for year 2 and year 3.*



## Terms & Conditions

### SMS Accounts

Due to changes in the telecom industry to reduce spamming, SMS gateway providers require users with significant volumes to register the individual companies and the type of messaging they will be sending. If your proposal includes an SMS consumption pack or utilizes a SMS Channel in Q-Flow, you may be asked to fill out a short form that would be sent to the gateway provider. Large consumption users may be required to procure a short code account which allows a larger volume of traffic. To minimize your messages being flagged as spam, we will work with you to make sure a percentage is unique content. SMS messages over 160 characters would be split into multiple messages. Due to fluctuations in the Telecom industry, SMS pricing subject to change.

### Sales Tax Obligations

We require a valid sales tax exemption or resale certificate to exclude sales tax from being applied to invoices. Sales tax, if applicable, may not be added to our quotes. If you are not exempt, sales tax will need to be included in consideration for the total budgeted amount of your contract.

### Tax Liabilities for Prime Contractors and Subcontractors with Contracts with the Government

If you are a prime contractor or a subcontractor to a prime contractor providing services or products under a contract with the government, you are not considered exempt by extension and will be liable to pay sales tax under state or local law. If you are exempt, please make sure appropriate documentation is provided to ACF Technologies upon award of contract.

### Standard Milestone Invoicing

**Hardware**

Invoiced upon receipt of delivery (Net 30)

**Licenses**

Invoiced upon activation of license file (Net 30)

**Renewals**

Invoiced upon renewal date (Net 30)

**Services**

Billing Milestones	Percentage
Kick off & Requirements	50% of services (Net 30)
Completion of UAT & Go Live & Sign Off	50% of services (Net 30)

**Refund/Return Policy- Software**

Due to the complex and specific nature of our solutions, ACF Technologies (“ACF”) does not offer returns and/or refunds for services and products provided. However, each ACF quoted solution includes a line item for support and warranty of our products. ACF stands behind our work and our products and will make all reasonable efforts to meet customer requirements. Any requests, complaints, or questions regarding refund, return, or replacement of ACF products outside of the initial warranty scope should be directed to [acinfo@acftechnologies.com](mailto:acinfo@acftechnologies.com) or call us at 828-398-0040.

**RMA Returns Policy and Procedures**

In the event of a hardware failure, please contact ACF Technologies, Inc (“ACF”) to obtain a Return Material Authorization (RMA) number. If Customer has active Hardware Maintenance Plan with ACF, then ACF will provide replacement part(s) to Customer in accordance with the plan as described in the ACF SLA (Support Level Agreement)<sup>1</sup>.

All returned hardware must have a valid ACF RMA number. This number is necessary to ensure proper tracking and handling of returned material to ACF or necessary third-party vendor. Do not return any hardware until RMA is issued. ACF reserves the right to refuse shipments that do not have an ACF authorized RMA number. Refused shipments will be returned to the Customer via collect freight.

All returned hardware must be properly packaged by Customer so that there is no additional damage during transit (i.e., bubble wrap, foam, etc.). Any return that is not properly packaged is subject to a restocking fee or rejection. All returns are subject to a 25% restocking fee of the item’s commercial cost.

<sup>1</sup> **Please note:** Excluded from coverage are acts of nature, acts of war and terrorism, criminal acts, and Customer damage and/or negligence.

If ACF sends to Customer replacement hardware prior to receipt of RMA return, this policy requires that Customer return the defective hardware to ACF within 30 business days (unless additional transit time is required and authorized by ACF) of receipt of the replacement unit or be billed at full purchase price. Replacement hardware will be of equal or greater value.

Any claims filed for hardware units that fail (and are not under a maintenance contract) will fall under manufacture warranty and will be repaired or replaced at the sole discretion of ACF.

For hardware that is considered DOA (Dead on Arrival) within the first thirty (30) days from shipment date, ACF will provide an expedited replacement of the unit of equal or greater value. Defective hardware must be shipped back to ACF via RMA within 30 days after ACF replacement hardware is delivered, or Customer will be invoiced full purchase price of replacement part (unless additional transit time is required and authorized by ACF). ACF Support can assist Customers in facilitating the return of a defective DOA unit. Please do not send back to ACF unless instructed by an ACF representative.

**Please do not return any hardware to ACF without a valid and authorized RMA number.**

When requesting an RMA, please contact ACF Support @ [support@goacf.com](mailto:support@goacf.com) and provide the following information:

- Product model number/serial number for defective hardware
- Description of failure and troubleshooting performed to isolate cause.
- Customer ship-to address.
- Contact name.
- Contact phone and e-mail.

### Transaction Currency

Unless otherwise specified, all currency transactions for ACF related products or services are in United States Dollars (USD). To pay an invoice via check, money order, or other non-electronic form please remit payments to:

**ACF Technologies, Inc**  
Attn: Finance  
64 Peachtree Road  
Suite 201  
Asheville, NC 28803

To make a payment using a credit card or requesting ACH information, please contact our headquarters at (828) 398-0040 x802.

You can reach the finance department by emailing [finance@acftechnologies.com](mailto:finance@acftechnologies.com).

If you are placing a paper order with us, please contact reception at (828) 398-0040 x100.



## Standard Service Level Agreement

---

### ACF Points of Contact

#### ACF Technologies, Inc

[www.acftechnologies.com](http://www.acftechnologies.com)

64 Peachtree Rd Ste 201

Asheville, NC 28803

Email: [ACFINFO@GOACF.com](mailto:ACFINFO@GOACF.com)

Phone: 828-398-0040

Fax: 855-515-5351

#### ACF Support

Email: [SUPPORT@GOACF.COM](mailto:SUPPORT@GOACF.COM)

Helpdesk Phone: 828-398-0040 X1

Toll Free: 844-869-5556

#### ACF Sales Department

Email: [Sales@GOACF.COM](mailto:Sales@GOACF.COM)

828-398-0040 X1

#### ACF Training Department

Email: [Training@GOACF.COM](mailto:Training@GOACF.COM)

#### Thermal Ticket Printer Paper

Email: [Paper@GOACF.com](mailto:Paper@GOACF.com)

Phone: 828-398-0040 x2

### Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” / “Agreement”) between ACF Technologies, Inc (“ACF”) and Maine BMV (“Customer”), together referred to as the “Parties”, for the provisioning of IT services required to support ACF software products, hardware and hosted services (if applicable) post solution go live.

The Effective Date of this Agreement is 12/27/2022, and this Agreement shall remain in effect from 12/27/2022 to 12/26/2023 (“Term”)

This Agreement remains in effect until terminated or modified by an Amendment to this Agreement which has been executed by both Parties.

This Agreement outlines all covered services which are agreed upon by both ACF and the Customer. This Agreement does not supersede any of the processes or procedures currently in place unless explicitly stated herein.

## Purpose of Agreement

This Agreement sets forth the terms and conditions for the Standard SLA support services which ACF shall provide to the Customer.

The purpose of this Agreement is to ensure that all required elements and commitments are in place for ACF to provide support services, at specifically designated levels of support and at agreed upon cost and delivery times.

## Support Services Terms

### Solution Maintenance Description

Solution Maintenance is generally described as maintaining software and hardware intended functionality and compatibility with a supporting operating and technology environment, in accordance with an ACF solution purchase and under such parameters as described in the purchase contract or subsequent overriding contracts. Subject to the payment of the applicable fees.

### Support Fees

For perpetual licenses, Customer agrees to pay an annual Support fee of 18% of hardware and software value purchased thru ACF. Fees for renewal terms will be based on ACF's then-current support fees provided, however, that in no event shall the support fee increase by more than 7% per year (unless due to increase in hardware warranty/support costs from the manufacturer).

For annual licenses and hosting, Customer shall pay ACF the fees as outlined in the executed purchase contract(s) on or before the license activation date.

In the event Customer's account is in arrears for more than sixty (60) days for any reason, ACF shall be entitled to immediately place Customer on support and service hold and/or ACF shall have the right to suspend, disable, modify, and/or remove the Hosting Service and may immediately terminate this Agreement unless notified by Customer in advance. No Support, Maintenance, or Hosting Services will be provided while Customer is on support and service hold, and the Customer's right to use the Hosting Service is suspended, although Subscription Fees and other fees for the Services shall continue to accrue.

*All fees are paid in advance*

## Changes to Service Level Agreement

### Periodic Review

This Agreement is valid from the Effective Date outlined herein through the Term of this Agreement. This Agreement shall be reviewed yearly; however, should such a review not occur during any period specified, the current Agreement will remain in effect for the duration of the Term unless terminated in writing.

ACF is responsible for facilitating yearly reviews of this document and the Customer is encouraged to cooperate and participate.

Review Period: **Annually**

### Amendment to Agreement

Any changes to the Terms and Conditions of this Agreement shall require mutual approval of ACF and the Customer. The following conditions may prompt a change to this Agreement: changing service needs, significant variations from previous agreed-upon service standards, unanticipated events outside the control of ACF or Customer, new services provided, and/or modification of service levels.

### Renewal of Agreement

This Agreement may be renewed by ACF and Customer at the end of the Term of this contract. ACF strongly encourages the renewal of the SLA as it provides continuous service coverage for the Customer. Any lapse in coverage is subject to the terms and conditions outlined in **Service Agreement** under the **Reinstatement of Service** clause.

## Definitions

### Basic Definitions:

**“Software Upgrades”** is defined as a major platform version release of the Software licensed under this Agreement, e.g., a move from Version 5.9 to Version 6.0. Major platform upgrades, optional modules, systems with certain integrated hardware and system involving non-COTS enhancements will likely require additional ACF labor and training, which may require on-site visits.

**“Service Request”** is defined as the Error or question reported to ACF. The priority or severity of the Service Request can be found under subset “d” of this section.

**“Software Updates”** is defined as the distribution, whether public or private, of an initial or new and updated version of ACF software. Software updates refer to service packs (such as Version 5.9 SP1 to 5.9 SP2). ACF shall provide Customer with software minor updates that ACF generally makes available to its other licensees for no additional licensing charge. Customer acknowledges that minor updates regarding point releases typically do not require additional labor and training charges.

**“Business Days”** is defined as Monday through Friday, excluding public and official holidays observed by the ACF location providing Support.

**“Business Hours”** is defined as the usual working hours of the ACF location providing Support, which is 8:00 am to 8:00 pm EST.

**“Error”** is defined as any defect, including but not limited to a security defect, virus problem or other defect in the Software or Hardware which prevents the Software or Hardware from performing in accordance with the documentation.

**“Hardware”** is defined as the hardware components provided by ACF

“Patch” is defined as a fix to specific Software deficiencies that occur within the Customer’s specific environment. A Patch shall be made available only for the current release.

“Product” is defined as the Software and Hardware purchased from ACF by the Customer.

“Hosting Service” shall mean the services set forth below which are subject to payment of the Hosting fees.

“System” shall mean the server(s) on which the Software is hosted, and all other equipment utilized by ACF to provide the Hosting Services hereunder.

“Intellectual Property” shall mean any patent, copyright, trademark, trade secret, and other intellectual and intangible property rights, including all common law rights and all applications now existing and/or existing in the future and all current and future registrations, including all continuations, continuations in part, and renewals of any of the foregoing.

“Licensed Software” means the software solution procured by Customer

“Customer-Supplied Software” means any software, other than ACF licensed software, required to perform the Hosting Services. Customer-Supplied Software includes Third-Party Software.

“Service Level Support” is defined as the Support as set forth in the Service Level Support section hereof.

“Software” is defined as the software that is covered under this contract and is defined as “ACF/Q-Flow software”. This does not include upgrades, patches, or repairs of Microsoft or other third-party products.

“Unit” is defined as the field replaceable hardware portions of the Product (or parts thereof.)

## Support Request for Application Software

For the ACF Standard SLA, Support Requests can be received in the following manner:

1. Email
2. Phone

Before submitting a Support Request, the Customer shall gather as much information as possible regarding the problem before reporting to the ACF Help Desk. The following should be included in any Support Request:

1. Site name, address and telephone number
2. Site contact name
3. Model and serial number(s) of affected equipment
4. Product name, version and release
5. Platform (hardware and operating system) on which the software is running
6. Severity of the problem including number of impacted users and sites.
7. If submitting a problem, description of the problem (error numbers, error messages, circumstances under which problem occurred, including the events and actions leading up to the problem, and any additional information that may be available, such as log in information, screen captures, data, etc.
8. Brief description of the diagnosis by the Customer personnel.

### Service Request Severity Classifications

There are four (4) Service Request Severity Classifications: (a) Critical; (b) High; (c) Medium; and (d) Low. Critical, High and Medium Service Requests pertain to problems in the Product. Low Service Requests pertain to questions about the Product or Services. The four (4) Service Request Severity Classification are defined as follows:

**Critical:** Error causes most of the Software to be down and unusable, resulting in total disruption of work or other critical business impact; no workaround is available.

**High:** Error causes major feature/function failure; operations are severely restricted; workaround is available.

**Medium:** Error causes minor feature/function failure; minor impact on usage, acceptable workaround is deployed.

**Low:** Minor Error or requested enhancement; general information, documentation error, software modification request.

ACF shall use diligent efforts to meet the following targets for response and resolution to all reported Errors. A response is measured from the time that an Error is reported (by phone for Critical and High Errors) and all supporting detail has been provided. A Resolution is an answer, fix, or a workaround to the Support Request. ACF shall provide resources on a substantially continuous basis to address Critical or High Errors until resolved.

Under the Software Application(s) SLA, Customer can expect the following response times:

Type of Error	Response Target	Resolution Target	Nature of Resolution	Shipment Method
Critical	30 minutes	1 business day	Workaround is provided, patch is provided, fix incorporated into future release.	Overnight Shipping (shipment needs to be determined prior to 2:00 pm EST for guaranteed Next Day Air.
High	30 minutes	2 business days	Workaround is provided, patch is provided, fix incorporated into future release	Overnight (shipment needs must be determined prior to 2:00 pm EST for guaranteed Next Day Air.
Medium	1 business day	10 business days	Answer to question(s) provided, workaround is provided, fix incorporated into future release.	Ground Shipping
Low	3 business days	Next Release	Answer to question and/or workaround or fix provided. Enhancements implemented at ACF' s discretion.	Ground Shipping

Replacement hardware, excluding full standing kiosks (replacement delivery 6-8 weeks), will be shipped overnight, if necessary, for the resolution of Critical and High-level issues within CONUS. While every effort will be made to provide overnight shipping for all Critical and High-level issues, only those shipment needs which are determined prior to 2:00 pm EST are guaranteed Next Day. Replacement hardware for all Medium and Low-level issues will be delivered via Ground shipment.

## Service Agreement

The following detailed service parameters are the responsibility of ACF for the duration of this Agreement.

### Service Scope and Levels of Service

**One Health Check** of your current software application configuration offered at contract commencement and any time thereafter per customer request with an active Maintenance contract. This provides opportunity to mitigate any recurring issues that may have surfaced since installation and identify upgrade risks, as well as the possibility of adding newly available functionality, especially in customized solutions.

**Software Updates** defined specifically as the distribution, whether public or private, of an initial or new and updated version of ACF Software. Software updates refer to service pack or point updates (IE: Version 5.9 to 6.0);

**Correction** of any Errors in the Software or Hardware;

**Email and Phone Technical Assistance**

**Software and Hardware (*Hardware Optional*) Support Services;**

**Emergency Support Service;**

## Service Availability

ACF shall route each Service Request to the appropriate ACF Technician within 1 hour of email receipt or registered phone call (unless a Critical or High issue). ACF shall contact Customer (either by phone or email) to aid with the concern regarding the Service Request. If ACF cannot reach Customer by email upon the first attempt, a phone call will be made to assist in the resolution of the problem.

New requirements that exceed the current functionality will be submitted as a new addition to the Software, therefore a new quote will need to be obtained and new purchase added to the contract.

ACF will provide Remote Assistance to Customer so that they can access the ACF Help Desk Support Services Office to resolve Service Requests. Customer(s) must work with ACF to configure and implement a remote access connection (such as B2B, VPN or permission-based access) for ACF to provide remote support services.

If it is determined that an on-site visit is required to make a troubleshooting/diagnostic, an ACF Service Department representative will make all arrangements for arrival of an ACF Technician in less than two business days from determination. Once on-site, if it is necessary for Hardware to be replaced, it will either be direct shipped from ACF, drop shipped by the manufacturer or purchased locally at ACF's expense. In the event that a customer requests onsite dispatch for replacement of plug and play hardware, additional costs may be associated and quoted out by ACF prior to site visit.

**Customer Support email address:** [Support@GOACF.com](mailto:Support@GOACF.com)

**Customer Support phone number:** 828-398-0040 x1

**Customer Support Toll Free number:** 844-869-5556

**Business Hours:** Monday - Friday 8:00 am - 8 pm EST *except on ACF observed holidays. ACF observed Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas.*

**Weekend Hours:** Saturday 9:00 am - 3:00 pm EST

**24 Hour Support Available for Emergencies Only**

### Extended "Limited" Hardware Warranty (If Applicable)

The Extended "Limited" Hardware Warranty is an addition to this Agreement that provides for the replacement of components that fail due to manufacturing defects in materials and workmanship. Excluded from warranty coverage are acts of nature, acts of war and terrorism, criminal acts and Customer damage and/or negligence. Your Warranty requires that you allow our help desk to perform a minimum amount of troubleshooting and/or diagnostics to provide indicators of all the appropriate actions required to resolve the failure and to identify which actions may be required. For all Warranty claims and repairs, ACF will assist Customer in obtaining equal or compatible replacements. Customer must report all problems relating to Hardware directly to ACF, not the original manufacturer/vendor without ACF's prior written consent. Special request/open market hardware that is not stocked inventory for ACF will be subject to Manufacturer Hardware Warranty only.

The Hardware provided from ACF is non-proprietary, thus the Customer has the freedom to make changes as needed in terms of upgrading operating systems or making minor repairs without having to contact ACF for permission. Consultation with ACF is strongly recommended when upgrading operating systems to ensure compatibility with existing ACF/Q-Flow Software. Upgrades, Patches, or repairs to Microsoft software (i.e., operating systems and databases) are the responsibility of the customer and not covered under this Agreement. When replacing Hardware, ACF retains the right to replace items with equal or better components. It is recommended that Customer avoid any lapse of warranty/service coverage, as additional reinstatement terms and conditions will apply. To provide the best service possible, ACF will stock replaceable components (IE: PC, Printer, etc.) for overnight shipment in-house for Critical and High errors. Kiosks are not stock items and therefore not considered in-stock replaceable components. While all in-stock replacement Hardware will be Express shipped, ACF will not be held responsible for international shipping delays due to Customs processing. International duties and taxes may incur an additional fee.

#### RMA Returns Policy and Procedures

In the event of a hardware failure, please contact ACF Technologies, Inc ("ACF") to obtain a Return Material Authorization (RMA) number. If Customer has an active Hardware Maintenance Plan with ACF, then ACF will provide replacement part(s) to Customer in accordance with the plan as described in the ACF SLA (Support Level Agreement).

**Please note:** Excluded from coverage are acts of nature, acts of war and terrorism, criminal acts and Customer damage and/or negligence.

All returned hardware must have a valid ACF RMA number. This number is necessary to ensure proper tracking and handling of returned material to ACF or necessary third-party vendor. Do not return any hardware until RMA is issued. ACF reserves the right to refuse shipments that do not have an ACF authorized RMA number. Refused shipments will be returned to the Customer via collect freight.

All returned hardware must be properly packaged by Customer so that there is no additional damage during transit (i.e. bubble wrap, foam, etc.). Any return that is not properly packaged is subject to a restocking fee or rejection. All returns are subject to a 25% restocking fee of the item's commercial cost. Special order items not stocked by ACF are subject to a 30% restocking fee.

If ACF sends to Customer replacement hardware prior to receipt of RMA return, this policy requires that Customer return the defective hardware to ACF within 30 business days (unless additional transit time is required and authorized by ACF) of receipt of the replacement unit or be billed at full purchase price. Replacement hardware will be of equal or greater value.

Any claims filed for hardware units that fail (and are not under a maintenance contract) will fall under manufacture warranty and will be repaired or replaced at the sole discretion of ACF.

For hardware that is considered DOA (Dead on Arrival) within the first thirty (30) days from shipment date, ACF will provide an expedited replacement of the unit of equal or greater value. Defective hardware must be shipped back to ACF via RMA within 30 days after ACF replacement hardware is delivered, or Customer will be invoiced full purchase price of replacement part (unless additional transit time is required and authorized by ACF). ACF Support can assist Customers in facilitating the return of a defective DOA unit. Please do not send back to ACF unless instructed by an ACF representative.

**Please do not return any hardware to ACF without a valid and authorized RMA number.**

When requesting an RMA, please contact ACF Support @ [support@goacf.com](mailto:support@goacf.com) and provide the following information:

- Product model number/serial number for defective hardware
- Description of failure and troubleshooting performed to isolate cause
- Customer ship-to address
- Contact name
- Contact phone and e-mail

### Support for Hosted Services (if applicable)

**\*ACF adheres to SOC 2 Type 2 audit compliance criteria and data security procedures. To remain compliant, ACF is annually audited by a third party (external). A copy of the report can be delivered to each hosted customer with execution of an NDA.**

**Network Connectivity.** ACF shall provide Customer with access to the Hosting Service via the Internet. Access shall be provided for approximately twenty-four (24) hours seven days a week excluding periods of time necessary for maintenance and Internet performance issues. ACF reserves the right to have planned outages for Hosting Service Maintenance.

**Hosting-related Maintenance.** ACF shall provide industry standard hosting-related maintenance including back-ups, server maintenance, and troubleshooting. ACF shall provide Customer with at minimum one (1) day of notice prior to service interruptions due to planned maintenance. Any hosting service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance. It is not recommended that any Customer plan to process data or use network functions during the Maintenance Downtime, since system availability is not guaranteed.

**Customer Responsibilities.** Customer is responsible for: (i) procuring, at its expense, the necessary environment at the Customer's location(s) to use the Hosting Service via the Internet, including without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the "Customer Systems"); (ii) complying with all laws, rules and regulations related to the Customer Systems; (iii) keeping its users' names and passwords secret and confidential and Customer is responsible for all activities that occur under those password(s), and (iv) obtaining the minimum specifications for Customer's connectivity to the Internet. Customer shall bear all costs of obtaining, installing, and maintaining the Customer Systems.

**Access to Facilities and Information.** Customer will provide ACF reasonable access to hardware, equipment, tools, supplies, software, utilities, information and facilities of Customer that, in each case, ACF reasonably determines necessary to enable it to perform any Hosting Services. Customer agrees to cooperate with ACF and respond in a timely manner to all reasonable request for access to Customer's environment and or/information to facilitate ACF's

Hosting Services. ACF is not responsible for any delays or non-performance based on Customer's failure to comply with this Section.

**System Monitoring.** ACF reserves the right to monitor the Hosted Environment electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to provide the Service properly or to protect itself or other customers, provided that, ACF shall provide Customer prior notice of any such disclosure

**Data.** As a SOC 2 Type 2 Compliant Company, ACF has implemented physical, technical and organizational measures designed to secure Personal Information from unauthorized access, use, alteration or disclosure. ACF will maintain an appropriate level of physical security controls and periodically test its systems for security breach vulnerabilities. Commercially reasonable efforts are used to protect systems from unauthorized access, including the use of firewall and data encryption technologies as applicable. Personal information is considered Confidential Information of the Customer and will remain your property. ACF will not disclose Personal Information to any third party without prior consent, but such information may be subject to regulation and examination by auditors and regulatory agencies with oversight of your business, and ACF may disclose it to them upon their request. Customer is responsible for all Personal Information, including its legality, reliability, integrity, accuracy and quality. Customer determines any privacy laws,

regulations, or other legal duties that apply to Personal Information and will implement appropriate measure to ensure compliance.

## LEVELS OF SERVICE

**Availability.** Excluding ACF Maintenance Downtime, ACF's hours of operation for the processing environment availability are as follows:

SERVICES	HOURS OF OPERATION
Data Center: Systems Availability	24X7X365
Critical outage support	24x7x365

**Uptime Monitoring.** ACF will monitor Service delivery and report on performance and review expectations as compared to actual service and performance. Monitoring Service delivery involves tracking data including, but not limited to, issue tickets, system statistics, processing results, error logs, and environment access to poll against specified Service levels.

If contractually required, ACF will generate and distribute reports on a monthly basis to reflect Customer requirements and delivery for the prior month.

Uptime shall exclude unavailability of system caused by any of the following: A. Scheduled, announced downtime for maintenance; B. Errors, omissions, delays or failures caused by Customer, Customer employees, agents or representatives C. Force majeure events, including, without limitation, downtimes associated with the public Internet infrastructure D. Connectivity failures unrelated to ACF data center E. Inability to update your application due to failure of your provided data feeds E. Inability to connect to application due to failure of Customer workstations, site environment, network circuits or any third party network circuit engaged by customer F. Expedited or Special service requests.

### Trouble Incident Response and Resolution

There are four (4) Service Request Severity Classifications: (a) Critical; (b) High; (c) Medium; and (d) Low. Critical, High and Medium Service Requests pertain to problems in the Product. Low Service Requests pertain to questions about the Product or Services. Service request can be received by either phone or email.

**Critical:** System down or exhibiting server errors (i.e. loss of server communication). Condition has immediate and critical impact on business. A significant number of users of the system are unable to perform their tasks as necessary. Risk of loss and customer impact is severe.

**High:** System degraded but working with reduced functionality. Condition impacts business. There are workarounds, however, risk of loss, customer impact or financial impact is considered serious.

**Medium:** Slow response time or errors, but no loss of functionality. A minor condition that has minimal impact on ability to do business. No risk of loss of customer impact.

**Low:** Service request or an issue with minimal business impact.

### HOSTING ENVIRONMENT RESPONSE/RESOLUTION (excluding application)

Severity Level	First Response	Statue Updates	Update Methods	Target Resolution Time
Critical	Within 30 minutes of receiving notification	No greater than 30-minute intervals	Phone, email	Issue resolved as soon as possible involving participation of ACF Management.
High	Within 30 minutes of receiving notification	No greater than 2-hour intervals	Phone, email	Target resolution time is 4 hours.
Medium	Within 2 hours of receiving notification during normal business hours	Status update every day unless alternate agreement reached.	Phone, email	Target resolution time 2 days.
Low	Within 8 hours of receiving notification during normal business hours	Status updates will be provided once a week until issues is resolved	Email	At the time of initial response, both parties will agree upon a reasonable time to resolution.

Before submitting a Support Request, the Customer shall gather as much information as possible regarding the problem before reporting to the ACF Help Desk. The following should be included in any Support Request:

1. Site contact name and contact information
2. Describe troubleshooting of any application/access problems with LAN/WAN
3. Determine initial severity level of problem reported including number of users and sites impacted by the issue.
4. Description of the problem (error numbers, error messages, circumstances under which problem occurred, including the events and actions leading up to the problem, and any additional information that may be available, such as log in information, screen captures, data, etc.
5. Brief description of the diagnosis by the Customer personnel
6. Description of any major Internet activities that pertain to or may materially affect the Services provided by ACF and of any system-affecting changes.

## Re-instatement of Service

**Please Note: Reinstatement requires purchase of an annual software agreement plus the terms below and creates a new renewal date for Customer.**

Re-instatement of Service is available to ACF Customers at 2% of the total service value for each month lapsed up to six (6) months. Anything past six months will be negotiated with vendor and may not be eligible.

ACF reserves the right to inspect Hardware for which Support has lapsed more than thirty (30) days in consideration of a separate fee and to request that the Customer installs the most current Upgrades and

Updates prior to ACF agreeing to renew Support. Any cost associated with ACF on-site visits regarding Warranty Reinstatement are the responsibility of the Customer.

Reinstatement of Hardware Support is subject to a thirty (30) day Probation Period. During this time, ACF will provide Hardware Replacement for broken/defective hardware at a 40% discount. Once the Probation Period ends, coverage will resume as stated in the initial SLA.

## Additional Terms

### Prices, Term and Payment

All payments shall be made in US dollars, in full advance of the commencement of the SLA. All taxes collected on behalf of Customer (if applicable) will be included on your invoice and paid to the proper taxing authorities.

ACF is not obligated to provide any services other than those set forth in this Agreement. Unless otherwise agreed, Customer shall pay ACF at then-current rates for Additional Services provided, including, but not limited to: (i) on-site service and related travel expenses; (ii) data conversion, system integration or other consulting services; (iii) service or maintenance of third-party software; (iv) services caused by Customer's fault, misuse, negligence or failure to perform Customer responsibilities, including failure of Customer to maintain adequate data back-ups; (v) services caused by a malfunction or problem with any product or goods other than those licensed by Customer from ACF; (vi) changes to Customer systems requiring re-mapping of Software and/or Hardware.

### Term and Termination

Either party may terminate this Agreement if the other is in material breach or in default of any obligation hereunder, and such breach or default is not cured, or, if cure is not practical within thirty (30) days, commenced cure, within fifteen (15) days of written notice from the other party. In the case of material breach by ACF, Customer shall receive a pro-rata refund for the unused portion of the services.

Notwithstanding the aforesaid, Customer may terminate this Agreement at any time, without cause and without compromising its liability, by notifying ACF in writing at least sixty (60) days in advance prior to the termination date. There will be NO refunds given for early termination of the Agreement, except for material breach.

Effective immediately upon termination of this agreement, ACF will cease to provide maintenance support to Customer.

### Confidentiality

Each party shall not use the Confidential Information of the other for any purposes except as necessary to fulfill its obligations under this Agreement. Each party shall retain the Confidential Information in the strictest confidence and shall not furnish any Confidential Information to any third party without the other's written consent, except to those employees who are under a written contractual restriction covering the Confidential Information that is no less restrictive or protective than the terms of this Agreement.

Each party agrees to use proprietary information only for the purposes of this Agreement or as otherwise expressly permitted by the other party. Notwithstanding the foregoing, each party's confidentiality

obligations hereunder shall not apply to information which: (i) is already known to the other party; (ii) becomes publicly available without fault of the other party; (iii) is rightfully obtained by the other party from a third party without restriction as to disclosure; (iv) is shown by written record to be developed independently by either party without use of the other party's proprietary information; (v) is shown by written record to have been known or available to either party without restriction as to disclosure at the time of either party's receipt of such information; or (vi) is required to be disclosed by law.

The Confidential Information shall remain the sole property of the disclosing party. No license is granted by either party under any intellectual property rights or other proprietary rights by the disclosure of any information hereunder. The Confidential Information is provided "as is" with no warranty as to completeness or accuracy.

Each party acknowledges and agrees that a breach of any of its obligations hereunder will result in irreparable injury to the other party for which there will be no adequate remedy at law, and the other party shall be entitled to appropriate equitable relief in the event of any breach, threatened breach, or intended breach of this Agreement by the other party. Such remedies shall be in addition to all other remedies available at law or in equity.

### **Assignment**

Customer may not transfer this Agreement in part or in whole to any other entity or organization without full written consent from ACF.

### **Notices**

All notices or other communications required or permitted to be given hereunder shall be in writing, shall be deemed duly given upon actual receipt and shall be delivered and registered or certified mail, or by a generally recognized overnight courier service, or by facsimile or other generally accepted means of electronic transmission and addressed as follows

ACF Technologies, Inc  
64 Peachtree Road Ste 201  
Asheville, NC 28803  
PH: 828-398-0040  
FA: 855-515-5351

### **Force Majeure**

Neither party shall be liable for any act, omission or failure to fulfill its obligations under this agreement if such act, omission or failure arises from any cause reasonably beyond its control, without its fault or negligence, and which could not reasonably have been remedied, such as, but not limited to, acts of God, reasons of fire and floods. The party unable to fulfill its obligations and such failure and shall use its best efforts to reduce and overcome within a reasonable time, the effect of the Force Majeure event which affect the performance of its obligations.

### **Waiver**

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

**Enforceability**

If any provision of this Agreement is found to be invalid, illegal or unenforceable in a court of law, the parties shall amend the Agreement to make it valid and enforceable whilst reflecting as closely as possible the original purpose and intended of said Agreement.

If it agreed that this invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.



**Signature Page**

If it agreed that this invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.

**APPROVAL FOR AGREEMENT AS DESCRIBED IN:**

- COVER LETTER
- PROPOSAL
- STANDARD SERVICE LEVEL AGREEMENT

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

ACF TECHNOLOGIES, INC. (CONTRACTOR)

By:

*Angela Lausell*

Printed Name: Angela Lausell

Printed Title: Business Development Executive

Date: January 23, 2023