

TALEVAL.COM HOSTING & SUPPORT AGREEMENT

1. What it covers

The TalEval annual support & hosting program includes full access to the TalEval.com website, all software updates and upgrades, hosting services, database maintenance, backups, and toll free telephone customer support. Also included is webinar training sessions for groups of 3 or more, you can request .

Support Option A - \$995.00 per year - allows the storage of up to 100 active student profile records (unlimited inactive students).

Support Option B - \$1300.00 per year - allows the storage of 101 up to 250 active student profile records (unlimited inactive students).

2. What it doesn't cover

On-site training is available upon request and is not included in the annual Hosting & Support Program. Please call for a personalized quotation. Custom programming requests are not included in the annual hosting plan.

3. Data Backups

America's Software Corporation is committed to maintaining the most reliable infrastructure possible to protect the Client's data. We agree to use commercially reasonable efforts to provide data backup services daily and incrementally. We keep up to 14 days of your data in our backup rotation schedule in an offsite facility.

4. Annual Renewal

All maintenance & support subscriptions must be pre-paid annually. TalEval will automatically notify you 30 days prior to the expiration date of your annual hosting & support subscription via a popup message. You will also receive a written quote for the renewal of the support option your database qualifies for. Access to your TalEval account will be suspended on your subscription termination date and you will no longer have access to your account. Your data will be retained for 180 days after the termination date has lapsed. After 180 days, if you still have not renewed your subscription to TalEval, we will remove your data from our database and it will be deleted & no longer accessible. If you no longer wish to use the TalEval service, notify us in writing and we will remove your data from our database within 3 days of receiving notice. AMERICA'S SOFTWARE CORPORATION reserves the right to either suspend or terminate your access and account due to nonpayment of the annual hosting and support subscription fee and/or for misuse of the website.

5. Revision of Hosting & Support Subscription Fees.

AMERICA'S SOFTWARE CORPORATION reserves the right to change the amount of, or basis for determining, any fees or charges for the AMERICA'S SOFTWARE CORPORATION TalEval service and/or Hosting & Support fees, and to institute new fees or charges effective upon prior notice, by posting such changes on the AMERICA'S SOFTWARE CORPORATION website.