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SUPPORT AND MAINTENANCE AGREEMENT

This Support and Maintenance Agreement ("Agreement") is made and entered into by and between Theta Informatics LLC, a Georgia limited liability company, with offices at 4480 South Cobb Drive Ste H-717, Smyrna, Georgia 30080 (hereinafter "Provider"), and the person or legal entity _____, of type _____ with its/their principal place of business located at _____ (hereinafter "Client").

WHEREAS, Provider develops and offers an open-source software products named OpenAthena ("Software"), and

WHEREAS, Client wishes to utilize the Software and obtain support services from Provider to ensure the quality and support of their use of the Software,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Support Services:** Provider agrees to offer support services for the Software. The specific services included are detailed in Exhibit A attached hereto.
2. **Service Levels:** Provider shall respond to support requests from Client within a specified period for critical issues and a longer specified period for non-critical issues, as further described in Exhibit B. Service shall be according to the terms of one of Tiers III, II, and I Service Levels; each shall have different terms and response time according to their definition in Exhibit B.

The effective Service Level of this Agreement shall be (indicate one):

☐ Tier III ☐ Tier II ☐ Tier I Provider initials: _____ Client initials: _____

, until such a time as this Agreement expires or is modified by both parties upon their mutual agreement in writing according to the terms detailed in Exhibit B and Exhibit C attached hereto.

3. **Fees:** In consideration for the support services provided by Provider, Client agrees to pay annually for the duration of this Agreement or its renewal(s), as detailed in Exhibit C. The fee structure shall be according to the terms of one of Tiers III, II, and I support levels; each shall have different fee structure according to their definition in Exhibit C.

4. **Term and Termination:**

1. **Effective and Renewal Term:** This Agreement is effective as of the last date of signature by either party (the "Effective Date") and shall continue in effect for a period of one year from the Effective Date or the date of the latest renewal, whichever is most recent. This Agreement shall automatically renew for successive one-year periods unless either party provides the other with written notice of its intention not to renew at least 30



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days prior to the end of the then-current term. The terms and conditions for each renewal term shall be the Provider's then-current terms and conditions for support and maintenance services unless otherwise agreed in writing by the parties.

2. **Termination for Cause:** In addition to the above, either party may terminate this Agreement for cause immediately upon written notice if the other party materially breaches any of its terms and conditions and fails to cure such breach within 30 days (or such other period as the parties may agree) after receipt of written notice of such breach.
5. **Confidentiality:** Both parties agree to maintain the confidentiality of any proprietary information shared during the term of this Agreement, as further outlined in Exhibit D.
6. **Limitation of Liability:** Provider's liability under this Agreement shall be limited to the amount of fees paid by Client within the Agreement Term, and in no event shall Provider be liable for any indirect, special, or consequential damages.
7. **General Provisions:** Jurisdiction and venue for any suit between Provider and Client arising out of or connected with this Agreement will be in state court in Cobb County, Georgia or the federal court of the appropriate judicial district located in Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action will be entitled to reasonable attorneys' fees. This Agreement will be governed by the laws of the State of Georgia

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first above written.

Client
Name: _____
Signature: _____

Date: _____

Address for Notices:

Phone: _____

Email: _____

Theta Informatics LLC

By: _____

Title: _____

Date: _____



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EXHIBIT A **Statement of Work for Support Services**

Overview

During the Agreement Term, Provider proposes to assist Client to:

- Monitor and improve deployability: Monitor and advise on Software's deployability by other clients; improve Software's deployability as needed.
- Improve deployment process: Analyze, improve, and document Software's deployment process.
- Manage third-party contributions: Help manage code contributions and other contributions from third-party contributors.
- Assist with public communications: Help inform client organizations about Software's availability and capabilities.
- Plan and advise on long-term maintenance: Help find or create an appropriate long-term home for the Software source code and related assets, to support long-term maintenance while also ensuring that Client's needs with respect to Software continue to be met. This may involve forming or joining a consortium.
- Develop open-source contracting and procurement language: See description below.
- Advise on open source / open technology processes: See description below.
- Hackathons / Events: Organize and/or assist in organizing hackathons and other events to promote actionable interest in Software.

This proposed Statement of Work describes mainly ongoing processes. Although each process will likely have specific deliverables associated with it, not all of those deliverables can be predicted in advance. Therefore, this SOW proposes activities with time boundaries, not with the intention of ending the work when the time limit is reached, but to give Client a scheduled checkpoint to assess the quality and direction of the work so far, with the option to extend and/or amend the contract if desired.

Assistance Areas

Monitor and improve deployability

Provider will regularly monitor the deployability of the Software code and sample data, both by self-deployments and by maintaining regular contact with other parties attempting to deploy Software in real-world environments. Where possible, Provider will seek to improve Software's deployability. Maintaining easy deployability is crucial in Software's success, not only in jurisdictions outside of the Client's but, in the long run, even for Client itself. Ease of deployability ultimately means not only ease of adoption, but faster turnaround times on bug reports, greater flexibility in live deployment options, and expanded ability for others to participate in release testing.

It is typically somewhat difficult for a primary provider who controls the live production environment to monitor generic deployability effectively. There are too many pressures on that vendor to focus all



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effort on deployability for the specific case of the primary client's data in that client's environment – even though in the long run, improved general deployability also results in improved deployability for the production environment too. Provider thus proposes to serve as an independent third party, ensuring that deployability standards are maintained.

Improve deployment process

Ease and standardization in Software's deployment process are crucial for Software adoption. The first step for any other client interested in Software is to stand up a test instance with their own data; without a reliable, well-documented data-import and deployment process, this first step will continue to be a major hurdle.

Provider will perform technical analysis and make technical and documentation improvements as needed to ensure that deployment is manageable for a wide range of clients and vendors.

Manage third-party contributions

Many aspects of managing incoming open-source contributions (core code, documentation, sample data, third-party deployment scripts, bug reports, etc) do not require deep technical expertise in the software. Provider proposes to handle, as an ongoing process, the parts of contribution management that can be separated from in-depth code review and technical decision-making. Provider would take care of the entry-level open-source project management bureaucracy as much as possible, including but not necessarily limited to:

- Day-to-day communications with participants in the project's open-source forums;
- First-pass review of contributions, to ensure proper formatting, description (log message), etc;
- First-pass review of public bug reports, to have initial dialogue with the reporter, resolve duplicates, make sure proper reproduction recipes are included, answer common questions, spot trends in the user community, etc.
- Monitoring of the public discussion forums, to make sure the right parties are talking to each other, to help gather a formal knowledge base (e.g., FAQ) about the software, and to flag important items for Client and/or Provider's attention
- Management of Contributor License Agreements, to make sure the project can legally and safely accept the contribution;
- Management of contributors in GitHub;
- Management of public-facing documentation, to the extent that deep technical knowledge of Software is not required;
- Coordinate with clients on contributions that are being accepted into the core code for general release, to make sure that the internal development process is plugged into the public forums in ways the community can use.

We believe that this semi-separable part of contribution management is probably more than half of the typical public engagement overhead of running an open-source project – speaking roughly, somewhere



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between 70% and 75% of that overhead. Having Provider handle this portion would allow Provider to concentrate on technical review and on just the communications that directly involve core code or Client-desired features, and maximize the project's ability to get the full advantage of public engagement, which, if done right, far outweighs the overhead. Provider would of course remain free to become as involved with public technical engagement as they wish to be & have the bandwidth to be, and Provider would fully support them in this.

Assist with public communications

Running an open-source project with a primary stakeholder of Client's circumstances inevitably involves moments when messaging (about the inclusion or exclusion of a core feature, for example) must be done in a careful and well-considered manner, in ways that will be comprehensible by both the open-source and public sector technology communities – including government officials and other vendors.

There are more and less successful ways to send such messages. The more successful ones leave all stakeholders feeling confident about the project and its future (even if their particular concern or bug was not addressed, or even was exacerbated). The less successful ones leave some stakeholders feeling uncertain, and possibly reconsidering their involvement or their adoption of the Software. Provider proposes to assist with such public communications, taking an advisory role in both drafting and reviewing them, in helping to determine which forums and media to broadcast such messages in, and in managing responses to incoming communications.

Plan and advise on long-term maintenance

The Software's long-term maintenance may involve participation by multiple clients and vendors. Provider proposes to help Client determine the best shape for this long-term maintenance structure and, depending on the outcome of that process, help to set it up. This will involve discussions with Client as well as with vendors, open technology consortia and organizations, and others.

Provider will provide both structural advice, negotiation help, and, if necessary, legal assistance in setting up or joining such a body, in such a way as to ensure that Client's interests are protected along with the long-term health of the Software code. We emphasize that the success of any such consortium-based maintenance plan depends much more on the technical success and adoption of Software itself than on the particular arrangement of the consortium: no shared maintenance effort can succeed if the Software itself is not successful, while even a flawed shared maintenance arrangement can still succeed quite well if the Software is fundamentally healthy and in demand.

Develop open-source contracting and procurement language

Provider will work with Client to collect and analyze (from an open-source development perspective) the Client's experiences in the Software's procurement and development contract, and suggest language



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or process improvements that could help build open-source practices into Software and future software projects from the start, in a way compatible with Client's existing procurement procedures.

Advise on open-source / open-technology processes

During the phase leading up to the open sourcing, we discovered that various unforeseen questions related to open-source processes and technology tend to arise. Their exact topics and timing at least cannot be reliably predicted. However, statistically, the overall rate and complexity of the questions is somewhat predictable, so Provider proposes to simply budget for it explicitly in Exhibit B and C according to the Agreement's indicated Support Level.

Hackathons / Events

Provider will assist Client in determining what developer-oriented events (such as hackathons) would be most effective in promoting Software usage and adoption, and as appropriate organize or assist in organizing those events, including promotion, management of the event itself, and post-event results processing.

Such events do better the more potential attendees there are already familiar with the technology in question and the longer that technology has been publicly available and discussed. In both respects, Software will be in a better position for such events in FY 2025 than in FY 2024.

Schedule and costs

as described in Exhibit B and C



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EXHIBIT B

SUPPORT LEVELS DEFINITION

This Exhibit B ("Support Levels Definition") is attached to and forms part of the Support and Maintenance Agreement ("Agreement") between Theta Informatics LLC ("Provider") and the Client. The Provider agrees to offer three levels of support services ("Support Levels") for the OpenAthena software product ("Software") as described below, in addition and accordance to duties described in Exhibit A. The payment for each Service Level is as outlined in Exhibit C of this Agreement, and the Client agrees to pay according to the terms set forth in Exhibit C for the chosen Service Level.

Tier III: Basic Support

- **Support Hours:** Business hours, 9 AM to 5 PM Eastern Time (ET), Monday through Friday (except federal holidays)
- **Response Time:** Guaranteed response within 1 week for non-critical issues and within 4 days for critical issues.
- **Communication Channels:** Email and online support portal.
- **Support Agent:** A competent technician who is generally knowledgeable about the Software's functioning and operation. The technician is not guaranteed to be the Software's original author.
- **Updates and Maintenance:** Regular software updates and maintenance patches.

Tier II: Enhanced Support

- **Support Hours:** Extended business hours, 8 AM to 8 PM ET, Monday through Friday (except federal holidays).
- **Response Time:** Guaranteed response within 4 days for non-critical issues and within 2 days for critical issues.
- **Communication Channels:** Email, phone support, and online support portal.
- **Support Agent:** A core developer who is experienced in developing the Software's functioning and operation. The core developer is not guaranteed to be the software version's original author.
- **Updates and Maintenance:** Priority access to updates and security patches. Minor customizations or feature requests.
- **Training and Consultation:** Access to exclusive online training sessions and/or a limited number of consulting hours (15 hours for every two weeks during the Agreement Term, which do not roll over to the next two-week period).



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Tier I: Premium Support

- **Support Hours:** 8 AM to 11:59 PM, any day except federal holidays.
- **Response Time:** Guaranteed response within 2 days for non-critical issues and within 24 hours for critical issues.
- **Communication Channels:** Email, direct phone support from the developer of the system, and online support portal.
- **Support Agent:** The developer who created the Software and is most knowledgeable about its functioning and operation.
- **Updates and Maintenance:** Priority access to updates and security patches. Minor customizations or feature requests.
- **Training and Consultation:** Access to exclusive online training sessions and/or a limited number of consulting hours (20 hours for every two weeks during the Agreement Term, which do not roll over to the next two-week period).
- **Product Prototype access and Priority preference for new features:**
Priority preference in steering the direction of new feature development. Access (under yet to be stipulated license terms) to prototype products, including AI object detection models.

Critical Issues Definition: For the purpose of this Exhibit, "critical issues" are defined as any problem that significantly impacts the use of the Software in a production environment, such as system crashes, loss of data, or a severe security vulnerability.

Non-Critical Issues Definition: "Non-critical issues" include problems that affect the use of the Software but do not severely impact the Client's operations or can be considered as inconvenience or minor bugs.

The Provider reserves the right to determine the classification of issues as "critical" or "non-critical" based on the descriptions provided above and the impact on the Client's operations.

This Exhibit B may be updated or amended from time to time by mutual agreement of the parties, with such amendments not effective until signed by both parties.

Upgrading and Downgrading Service Levels

- **Upgrading Service Levels:** The Client may request to upgrade their Service Level at any time during the term of this Agreement. Any request for an upgrade must be made in writing and is subject to mutual agreement by both the Provider and the Client. Upon agreement, the Client's support services and corresponding payments will be adjusted to reflect the new Service Level as described in Exhibit C.
- **No Downgrading of Service Levels:** Once a Service Level has been selected and this Agreement is in effect, the Client may not downgrade to a lower Service Level for the



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remainder of the term of this Agreement. This condition is intended to ensure stability in the support services provided and the financial commitments made under this Agreement.

Payment Correspondence

- **Corresponding Payments:** Payments for the support services provided under this Agreement correspond directly to the Service Level chosen by the Client, as detailed in Exhibit C. The Client commits to fulfilling the payment obligations associated with their selected Service Level.

This Exhibit B, including its terms regarding Service Levels, upgrading options, and payment correspondence, is effective as part of the Support and Maintenance Agreement to which it is attached. The terms and conditions set forth in this Exhibit are binding and agreed to by the parties through their execution of the main Agreement.



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EXHIBIT C

PAYMENT TERMS AND CONDITIONS

This Exhibit C ("Payment Terms and Conditions") forms an integral part of the Support and Maintenance Agreement ("Agreement") by and between Theta Informatics LLC ("Provider") and the Client, pursuant to which Provider agrees to offer support services for the OpenAthena software product ("Software"). This Exhibit outlines the payment amounts and terms for each Support Level chosen by the Client under the Agreement.

SUPPORT LEVEL FEES

The annual fees for each Support Level available under this Agreement are as follows:

- **Tier III: Basic Support** - The annual fee for Tier III Support is Twenty Thousand Dollars (\$20,000).
- **Tier II: Enhanced Support** - The annual fee for Tier II Support is Fifty Thousand Dollars (\$50,000).
- **Tier I: Premium Support** - The annual fee for Tier I Support is One Hundred Thousand Dollars (\$100,000).

PAYMENT TERMS

- **Payment Schedule:** The Client shall pay the annual fee for the selected Support Level in advance within thirty (30) days of the Effective Date of the Agreement or the renewal date. Subsequent annual payments are due on or before the anniversary of the Effective Date.
- **Method of Payment:** Payments shall be made in US dollars via Automated Clearing House (ACH) to Theta Informatics LLC's business banking account as specified in written communications from Provider to Client, either by postal mail to client's Address for Notices or from an official email of an authorized representative of the Provider
- **Late Payment:** In the event that any payment due under this Agreement is not made by the due date, a late fee of 20% per month may be applied to the overdue amount.

ADDITIONAL COSTS

- **Travel Expenses:** Should the Provider's agents' on-site presence be desired and deemed necessary by the Provider for the fulfillment of its duties, the Client agrees to reimburse the Provider for all reasonable travel expenses incurred. Such expenses are not included in the annual fees stated above and shall be pre-approved by the Client.
- **Security Clearances and Background Checks:** If security clearances, background checks, or other forms of personnel accreditation are required for the Provider's agents to fulfill their duties



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under this Agreement, such costs will be borne by the Client. These costs are not included in the annual fees stated above and will be invoiced separately to the Client for payment.

SERVICE LEVEL UPGRADES

- **Upgrade Requests:** The Client may request an upgrade to a higher Support Level at any time during the term of this Agreement. Such requests must be made in writing and are subject to the Provider's acceptance.
- **Adjustment of Fees:** Upon upgrading the Support Level, the Client shall pay the difference between the annual fee of the new and former Support Levels, prorated for the remainder of the current term.

This Exhibit C is hereby agreed to by the Client and becomes effective upon execution of the Support and Maintenance Agreement to which it is attached.



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EXHIBIT D

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Exhibit D") is made pursuant to the Support and Maintenance Agreement ("Agreement") between Theta Informatics LLC, a Delaware limited liability company ("Provider"), and the Client. Terms capitalized but not defined herein shall have the meaning given in the Agreement. The purpose of this Exhibit is to protect the proprietary information disclosed between the Provider and the Client during the provision of support services for the OpenAthena software product ("Software").

1. DEFINITIONS

- **"Confidential Information"** includes but is not limited to: information regarding products, services, ideas, inventions, research, development plans, business strategies, financial data, marketing strategies, customers, employees, suppliers, and proprietary technology (including Software, data, features, and architecture), regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
- **"Trade Secret"** means any information that qualifies for protection under the Uniform Trade Secrets Act of the State of Georgia, O.C.G.A. § 10-1-760 et seq., or under any other applicable laws protecting trade secrets.

2. OBLIGATION OF CONFIDENTIALITY

- Both parties agree to maintain the confidentiality of the Confidential Information and to protect it from unauthorized use, disclosure, or dissemination. Confidential Information shall be used solely for the purpose of fulfilling the obligations or exercising the rights under the Agreement.
- Confidential Information does not include information that: (a) is or becomes publicly known through no wrongful act of the receiving party; (b) is received from a third party without breach of an obligation of confidentiality; (c) is independently developed by the receiving party; or (d) is required to be disclosed by law or court order, provided that the disclosing party gives prompt notice to the other party to enable them to seek a protective order.

3. PROTECTION AND USE OF CONFIDENTIAL INFORMATION

- Each party agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the disclosure of the other party's Confidential Information other than to its employees, contractors, or agents who must have access to such information for the performance of their duties under the Agreement, and who are bound by confidentiality obligations no less restrictive than those herein.



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4. DURATION OF CONFIDENTIALITY OBLIGATIONS

- The confidentiality obligations set forth in this Exhibit shall remain in effect for a period of five (5) years following the termination of the Agreement, or, in the case of Trade Secrets, for as long as such information remains a trade secret under applicable law.

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- Upon termination of the Agreement or upon request of the disclosing party, the receiving party shall return or destroy (at the disclosing party's option) all Confidential Information of the disclosing party in its possession, including all copies and extracts thereof.

6. MISCELLANEOUS

- This Exhibit D constitutes part of the Agreement and is binding upon both parties. It may not be modified except in writing signed by both parties. The obligations under this Exhibit are in addition to any other obligations of confidentiality in the Agreement or under applicable law.

This Exhibit D is effective upon the Effective Date of the Agreement and continues in force according to its terms.

Agreed and accepted to:

Client

Theta Informatics LLC

Name: _____

By: _____

Signature: _____

Title: _____