

#4248

Purchasing and Contracting Department
Sole Source Request and Certification Form

To: Director of Purchasing and Contracting
Cc: Deputy Chief Operating Officer, General Services
From: Emmanuel Labrinos, Sr. Investment Officer
Date: April 30, 2021

In alignment with the guidance provided in the San Diego Municipal Code section 22.3016, the Purchasing Agent (Director of Purchasing and Contracting) must certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

For consideration, this form must be completed and all required accompanying information must be submitted together, including any related contracts. Failure to do so will result in a delay of approval of the request.

Describe commodity or service(s) to be purchased. Include vendor contact information.

Vendor: Emphasys Computer Solutions, Inc. 3-Year agreement for total amount of \$134,824.

The Investments Division currently uses a Portfolio Accounting system, called APS2 by a vendor called FIS/Avantgard, under a Sole Source #3884. This system provides the "books and records" for the City Treasurer's Pooled Investment Fund, as well as, other separate bond fund proceeds. As the official books and records, APS2 contains the only complete and reconciled data of the City's investment activity. It also provides an interface to the City's General Ledger system for the reporting of investment activity. Late last year, the Investments Division was notified by FIS/Avantgard that it will be discontinuing APS2 by the end of calendar year 2021.

FIS/Avantgard indicated that they have chosen Sympro, a Software-as-a-Service package offered by Emphasys Computer Solutions, Inc., as the preferred solution for transitioning their existing client base. Accordingly, FIS/Avantgard has worked with Emphasys to provide a transition and data migration plan, in order to minimize the disruption for the current users of APS2.

Given that the APS2 platform will be discontinued by the end 2021, there isn't enough time to conduct an RFP process, while at the same time ensuring that there's enough time for data migration and implementation of a new system. The investment accounting software is a mission-critical system and continuity of service is extremely important to ensure accurate reporting of the City's investment activity. By working closely with Emphasys from the beginning, FIS/Avantgard intends to minimize the amount of time and ensure a smooth transition for their clients. As part of the initial setup and implementation, Emphasys will also be developing an interface for the City's General Ledger system like the one currently offered by FIS/Avantgard on APS2.

The data, application and reports will be provided as a Software-as-a-Service (SaaS). This is in alignment with the City's Department of IT roadmap.

Justification

1. This product or service is available from only one supplier and meets at least one of the following criteria (please check all that are applicable):

- One-of-a-kind/Compatibility*
- a. Required by Warranty: the product matches existing equipment, infrastructure and is required by warranty. (A letter from the provider which supports this claim must be provided.)
 - b. Goods and Services:
 - i. the good has no competitive product or alternative on the market.
 - ii. the service requires a special skill, ability, or expertise linked to the current project that cannot be provided by another supplier.

(Documentation in support of either of the above claims must be provided by the requesting department.)

City Standards The product or service complies with established, existing City standards.

Replacement The product or service is the only compatible replacement component that supports a larger system. Or, the services are the only ones that can replace the existing service requirements.

2. Do any of the following situations exist?

Limited Competition Department made an attempt to find a second or multiple sources to no avail.

Emergency There is an urgent need for the item or service and time does not permit the City to solicit for competitive bids, as in the cases of emergencies as defined under SDMC section 22.3208,. (Delays in solicitation do not satisfy this criteria)

Cost/Market Analysis

Purchasing and Contracting will perform due diligence on each request. If Purchasing and Contracting can find a suitable, cost effective alternative, this request will be denied and that alternative will be pursued after your department has been contacted to discuss the revised determination.

This form does not take the place of an agreement and all sole source requests for a period of one year or longer will require the **submission of an agreement**. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting for a Purchase Order to be issued.

PCO Due Diligence (PCO to initial all that apply)

- ___ Proof of warranty or maintenance requirement for standardized and replacement items confirmed.
- ___ Vendor/Supplier confirmed submission of justification letter.
- ___ Market test confirmed that there is no advantage to the City in competing this contracting opportunity to multiple vendors.
- ___ Emergency verified with the department.
- ___ Pricing agreement has been reviewed.
- SV ___ Purchasing and Contracting has reviewed this request and affirms that this request for a sole source justification is appropriate.

This sole source is approved for:

- One (1) year from the signature date below.
- For the entire length of the contract, but not more than five (5) years.

The length of the contract must be consistent with the sole source approval. A sole source request must be submitted and approved by the Purchasing and Contracting Director prior to the award of each new contract and prior to each extension of an existing contract that was not contemplated in the initial contract term.

___ After reviewing the provided information and due diligence, I cannot recommend the approval of this request.

Purchasing and Contracting Director Review

I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would be therefore undesirable, impracticable or impossible. My approval is contingent on the information provided in this form.

- In accordance with SDMC §22.3016, this request is approved.
- Based on the information provided and due diligence recommendation of staff, this request is denied.

C. Abarca

Claudia C. Abarca, *Interim Director*, Purchasing and Contracting

June 7, 2021

Date

EMPHASYS SOFTWARE AGREEMENT

This Agreement is entered into on the date set forth below, by and between Emphasys Computer Solutions, Inc. having its principal place of business in Pembroke Pines, FL (hereinafter "Emphasys"); and City of San Diego, CA having its principal place of business at 1200 Third Ave, Suite 1624, San Diego, CA 92101 (hereinafter Licensee).

1. LICENSED SOFTWARE

1.1. Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software provided to Licensee as Software-as-a-Service ("SaaS") identified in Exhibit A ("Licensed Software"), and Emphasys, as authorized agent, grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software other than SaaS described in Exhibit A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations and solely on the one computer system currently used by Licensee or delivered to Licensee in an Emphasys provided hosted environment (SaaS), purchased and delivered hereunder. Licensee agrees to abide by all terms and conditions as required by the manufacturers of the Other (Third Party) Licensed Software.

2. PROPRIETARY INFORMATION & NON-DISCLOSURE

- 2.1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.
- 2.2. Licensee may not make copies of the Licensed Software except for backup, archival, emergency recovery purposes or to replace a worn copy. If this License Agreement is terminated, all such copies must be destroyed, and the Licensed Software returned to Emphasys.
- 2.3. Licensee agrees that it will not allow others to reverse engineer, disassemble, de-compile or in any way tamper with the Licensed Software.
- 2.4. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys, without the prior written consent of Emphasys. Licensee shall instruct in writing all parties having access to the Software of their obligations under this Article.
- 2.5. In the event of Licensee's breach of this Article, as determined by Emphasys, Emphasys shall provide Licensee notice of such breach and Licensee shall have

ten (10) business days to cure same ("Cure Period"). If Licensee fails to cure the breach within the Cure Period, Emphasys shall have the right to enjoin Licensee from further breach and obtain such relief as may be determined by a court of competent jurisdiction.

3. PAYMENT TERMS

- 3.1. Licensee agrees to pay Emphasys the price of the SaaS Fees on a semi-annual basis. The first such payment shall become due and payable at the time the SaaS has been made available to the City. Licensee agrees to promptly pay each such semi-annual invoice for the duration of the Agreement.
- 3.2. Licensee agrees to pay 100% of the amounts listed in this Agreement for Services upon delivery of such Services by Emphasys.
- 3.3. Emphasys shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than forty (40) days from the due date. Finally, Emphasys reserves the right to cancel Licensee's license for Licensed Software, after written notice of 30 days, for any material breach by Licensee or if any charges called for herein, which are not reasonably disputable and are in excess of \$10,000, remain unpaid for a period of ninety (90) days beyond the due date. Cancellation for any reason shall not affect the sums due hereunder or any additional remedies provided by law or equity.
- 3.4. In addition to the amounts listed for Services, Licensee agrees to pay for reasonable expenses incurred by Emphasys to fulfill its obligations to Licensee, including travel expenses such as lodging, food, airfare, ground transportation, mileage and airport parking during the term of this Agreement, provided that Emphasys has received Licensee's prior written approval for such expenses and Licensee is provided copies of all receipts for, or other documentation substantiating, same.
- 3.5. Any sales-related taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with this Agreement, shall be paid by Licensee. If Licensee is exempt from taxation, Licensee shall provide Emphasys with a Certificate of Exemption upon request.

4. WARRANTY

- 4.1. Emphasys warrants that it is the owner of the Licensed Software and documentation and that Emphasys has the right to sublicense such Licensed Software or Other Licensed Software, as applicable. Emphasys further warrants that no portion of the Licensed Software or documentation infringes on the intellectual property rights of any third party. Emphasys will indemnify and hold harmless Licensee, its affiliates and each of their

respective officers, directors, affiliates, owners, employees and agents ("Indemnitee") from any loss, liability, damage, or expense, including, but not limited to, costs of defense resulting from any claims, demands, or actions brought against Indemnitee based on a claim or allegation that the Licensed Software or documentation infringes or misappropriates a patent, copyright, trade secret, information, or any other rights of any third party. Emphasys shall have the right to direct the defense strategy and to select their legal representation. The affected Indemnitee shall give Emphasys prompt written notice of any such claim and/or cooperate in Emphasys' defense of such claims, demands or actions in the event that the affected Indemnitee elects to allow Emphasys to direct the defense strategy pertaining to same.

- 4.2. Emphasys warrants that the Software will be free from defects in material and workmanship and shall substantially comply with Emphasys' then current documentation. The warranty period of ninety (90) days commences immediately following initial Software installation.
- 4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that Emphasys shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty period. Emphasys shall not be responsible or liable for damage to the Software caused by Licensee, acts of God, the tampering with or modification of the Software by anyone other than Emphasys' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions or external factors over which Emphasys has no control.
- 4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by Emphasys, unless such repairs were performed with the prior written consent of Emphasys.
- 4.5. Emphasys warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial standards. This warranty shall extend for thirty days following completion of the particular Service, and Emphasys shall correct all Services not so performed if brought to Emphasys' attention in writing within the warranty period.
- 4.6. Emphasys provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.

4.7. THE WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1. Emphasys shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of Equipment, Software, Services, or any documentation relating to such Equipment, Software or Services provided hereunder or from any other cause, except for claims arising from the negligence or willful misconduct of Emphasys or Emphasys' employees, agents or subcontractors. Liability of Emphasys for negligence shall in no event exceed the total price of the item of Equipment, Software Module, or particular Service that is the subject of the claim. Except for acts of gross negligence or willful misconduct, in no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Equipment, Software or Services provided hereunder, even if Emphasys has been advised of the possibility of such damages.

6. AGREEMENT

6.1. The Agreement between Licensee and Emphasys consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

- 6.1.1. The contents herein, as may be modified in accordance with Article 9.5.
- 6.1.2. Licensee's General Contract Terms and Provisions Applicable to Goods, Services and Consultant Contracts ("City's GCTs") attached hereto as Exhibit C.
- 6.1.3. All other Exhibits to this Agreement.

7. SUPPORT

7.1. Emphasys shall provide Support included as part of the annual SaaS fees, commencing on the Effective Date. After the minimum term, this Agreement shall automatically renew for additional terms of one (1) year each unless either party provides the other with written notice of termination at least sixty (60) days prior to the expiration date of the initial term or of any subsequent one-year term. The Parties specifically intend that section 4.2 of the City's GCTs, shall not apply to this Agreement. This Agreement shall have a minimum term of 3 years. Notwithstanding the above, the term of this

agreement shall not exceed 5 years per San Diego City Charter section 99.

- 7.2. Effect of Termination. Upon termination of this Agreement the Licensee shall immediately cease all use of the Licensed Software, and within thirty (30) days of the termination date the Licensee shall (1) uninstall the Licensed Software from all of the Licensee's computers and (2) provide written notice to Emphasys attesting to the removal of the Licensed Software (the "Termination Procedures"). In the event that the Licensee fails to complete the termination procedures in a timely manner, the Licensee agrees to pay for the continued use of the Licensed Software, and Licensee shall pay Emphasys on the first of each month a monthly fee equal to one-twelfth (1/12) of the SaaS Fee until such a time that the Licensee has satisfactorily completed the Termination Procedures.
- 7.3. The prices of this agreement are fixed for the first three (3) years according to Exhibit A. Thereafter, Emphasys shall be entitled to increase its fees for SaaS upon sixty (60) days prior written notice to Licensee.
- 7.4. Emphasys agrees to provide Standard Support, as defined in this Agreement, for the Licensed Software licensed to Licensee. Emphasys agrees to provide Standard Support to enable the Licensed Software to perform substantially without interruption and error, and in Substantial Compliance with the then current documentation and the then current Mandated Changes.
- 7.5. Emphasys is to provide support to Licensee for technical issues arising from the Licensed Software malfunctioning relative to the functionality described in the documentation. Any additional services to support Licensee are outside the scope of this Agreement.
- 7.6. "Software for Life": Licensee shall be entitled to Upgrades without having to repurchase Emphasys proprietary software licenses. During the term of this Agreement, Licensee shall be entitled to any substantially equivalent future Upgrades of that originally licensed module at no additional license fee, provided that all related SaaS fees have been paid since the original licensing of that module. Licensee is responsible for purchasing any third party required product (hardware or software) and Services required to properly implement the Upgrade.
- 7.7. **Standard Support** means the following services shall be provided by Emphasys to Licensee at no additional cost to Licensee:
 - 7.7.1. Technical troubleshooting and assistance with Licensed Software in order to restore the Licensed Software's functionality to its operational condition prior to any known errors and to comply with related published documentation, the current published software manuals and Mandated Changes.

- 7.7.2. Corrections of errors, interruptions, malfunctions or defects in the Licensed Software to enable the Licensed Software to substantially conform to published documentation. Such errors, interruptions, malfunctions or defects would include, but not be limited to, inaccurate reports, pricing, security calculations and security setup.

- 7.7.3. Assistance with errors caused by routine Software Fixes or Enhancements that are correctly installed, as directed in writing by Emphasys.

8. **RESPONSIBILITIES OF LICENSEE**

- 8.1. **Request for Service.** At any time, Licensee may report its request for service using Emphasys' dedicated support 800-support number or e-mail. If Licensee believes that the Support Event is a High priority, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from Emphasys.
- 8.2. **Standard Required Information.** When contacting Emphasys for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Licensed Software module (e.g., General Ledger, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for Emphasys to properly respond to a request for service. Licensee is responsible for notifying Emphasys of any Licensed Software problems and providing written documentation of Licensed Software problems with specific examples.
- 8.3. **Install Latest Third Party Software.** Licensee agrees to install in their live environment the latest released version of Third Party Software that is used by and compatible with the Licensed Software within two (2) years of general release by said third party. During such two (2) year period, Emphasys shall use its Best Efforts to continue to support the Licensed Software using Licensee's version of the Third Party Software. In the event a Third Party Software product or version thereof is discontinued, phased-out or no longer supported by its owner, Emphasys' obligation to support that Software shall cease.
- 8.4. **Reasonable Access.** Licensee agrees to provide those Emphasys personnel involved with the operation and support of the Licensed Software reasonable access to perform activities necessary to fulfill its obligations under this Agreement Licensee will also provide its own Internet access and connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of Emphasys' obligation to Licensee for software support services.
- 8.5. **Data for Support.** Licensee will make available to Emphasys, on a reasonable basis, data necessary for the

successful support of the Licensed Software. All such data shall be considered to be Licensee's Proprietary Information, and Emphasys shall retain same in strict confidence and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.

- 8.6. **Modifications by Licensee.** In no event shall Emphasys be liable or responsible for correcting any errors or damage resulting from changes or modifications to the Licensed Software made by Licensee.
- 8.7. **Designated Licensee Contact.** It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to Emphasys.

9. **GENERAL**

- 9.1. **Site Location:** The Equipment and Software shall be located at the following address: Microsoft Azure Hosting Site.
- 9.2. **Export:** The Equipment and Licensed Software furnished by Emphasys herein and any direct products thereof are presently considered licensable commodities and are regulated by the U.S. Department of Commerce. In order to either export said commodities from the United States or to re-export same from any country, a valid license from the U.S. Department of Commerce is required. Diversion contrary to United States Law is prohibited.
- 9.3. **Assignment:** The rights of the parties under this Agreement shall not be assigned without the express written consent of the other. Notwithstanding the above, Emphasys may assign its rights and obligations under this Agreement to a parent, subsidiary or affiliate company upon sixty (60) days' prior notice to Licensee.
- 9.4. **Complete Agreement:** This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.
- 9.5. **Modification:** This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each party.
- 9.6. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

- 9.7. **Waivers:** Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- 9.8. **Arbitration:** All disputes, with the exception of the injunctive and other relief referred to in Article 2.5, above, arising out of or relating to this Agreement or a material breach thereof, will be submitted to mediation pursuant to Article XI of the City's GCTs.
- 9.9. **Force Majeure:** In the event of any cause beyond the control of either party, such party shall not be liable for any delay in the performance of, or failure to perform, this Agreement. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, quarantines, wars or war operations or other causes which could not, with reasonable diligence, be controlled or prevented by the party affected.
- 9.10. **Notices:** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail, delivered in person to the parties who have executed this Agreement.
- 9.11. **Jurisdiction:** The parties agree that this Agreement will be entered into in the State of California, that both parties are subject to the jurisdiction of the state and federal courts in California, and that such courts shall have exclusive jurisdiction over any case or controversy arising out of, or in any way relating to, this Agreement or to the relationship created hereunder. The parties further agree that the laws of the State of California and of the United States shall govern the construction and interpretation of this Agreement and shall apply in any such case or controversy.
- 9.12. **Headings:** The paragraph headings used herein are for convenience of reference only and shall in no way be deemed to define, limit or add to any of the provisions hereof.

IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be executed by their duly authorized representatives, the later of such dates shall be the "Effective Date."

Emphasys Computer Solutions, Inc.

By: 

Name: Ken Reimer

Title: General Manager

Date: Jun 9, 2021

City of San Diego, CA 92101

By: 

Name: Claudis C. Abarca

Title: Director, Purchasing & Contracting

Date: Jun 25, 2021

Approved as to form:

MARA W. ELLIOTT, City Attorney

By: 

Bret A. Bartolotta, Deputy City Attorney

Date: 6/25/2021

Exhibit A
to
EMPHASYS SOFTWARE AGREEMENT
 By and Between
 Emphasys Software. and City of San Diego, CA, Licensee
 Effective Date _____

1. **Licensed Software:**

Investment Management (SaaS)
 Up to 6 Users included (Additional user's \$40/mo.)
 General Ledger Interface Module
 Creation and export of journal entries
 Financial Services – Custodial Reconciliation by CUSIP/Par Value
 Market Pricing – Once per month pricing of portfolio

2. **Authorized Users:** Investment system: 6 user access

3. **License and Service Fees:**

a. **License and Service Fees:**

Total SaaS Fee	\$ 36,000
Annual Maintenance and Support	Inc
 Setup, Training & Implementation (Travel expenses not included)	 \$ 23,000
Includes trainings, discovery, configurations and development	
2 years of data conversion from APS2 system	
Interfaces:	
SAP GL for journal entries	
ICE data services for CUSIP data and pricing	
Total Year 1	\$ 59,000

Investment Management Yearly SaaS Fee

Year 1	\$59,000
Year 2	\$37,260
Year 3	\$38,564

6. **Payment Schedule:**

SaaS fees will be invoiced upon execution of this Agreement based upon the terms contained herein.
 Professional service fees and training will be invoiced based on the following milestones:

Milestone	Payments to Emphasys
Conversion of 2 years of City investment data	\$10,400
Configuration and setup of hosting environment with City database	\$2,600
Investment software implementation and training	\$4,000
General Ledger Interface implementation and training	\$4,000
Setup and training on monthly ICE market pricing	\$2,000

Exhibit B
to
EMPHASYS SOFTWARE AGREEMENT
By and Between
Emphasys Software and City of San Diego, CA, Licensee
Effective Date _____

Annual Support and Maintenance Plan

The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all investment types supported within SymPro, including:

- Certificates of Deposits
- Negotiable Certificates of Deposits
- Checking Accounts
- Commercial Paper
- Commercial Paper Discount
- United States Treasury Issues, Coupon & Discount
- Federal Agency Issues, Coupon & Discount
- LAIF (i.e. APS2's passbook Security type)
- ABS
- Supranationals
- Rolling Repurchase Agreements
- GNMA, Pass Through
- Bankers Acceptances
- Corporate Bonds
- Medium Term Notes

Tele-consultation is provided during normal business hours (9:30AM TO 8:00PM – Eastern Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to “Frequently Asked Questions” are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee's data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee's issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.

All reported issues to Emphasys' helpdesk will be addressed in accordance with Emphasys' SLA (attached hereto).

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

Critical software errors (“bugs”) are treated with the highest priority with Emphasys developers. Patches for critical software errors are sent to the users currently using the affected version. New releases go through an alpha, beta test, then a limited release before they are made available to the entire user base. Software errors are reported to Emphasys via e-mail, website and phone. Software errors are then logged into a tracking system and categorized by critical level.

A client call tracking system is used to log support calls. Calls are listed at (1) general information inquiries, (2) Issues that do not affect general operations, (3) Issues that are affecting general operations, (4) Issues that have halted general operations. Issues are given priority depending on their severity but clients usually get a response the same day.

Severity Level	Description	Response Time	Duration
Critical	Issues that have halted general operations, client is down.	Time to respond is 1 – 2 business hours	1 Business Day >90%
High	Issues that affect general operations and there is not an acceptable workaround. Client is operational.	Time to respond is 1-2 business days	2-3 Business Days >90%
Low	Issues that do not affect general operations and there may be an acceptable workaround.	Time to respond is 1 – 3 business days	1-2 Weeks >80%

For general information inquiries, responses could take up to 24 hours to receive an answer depending on call volume. The product support team has initial access to this information and they can pass information along to sales, marketing, or corporate management if necessary.