

The following Maintenance and Support Terms and Conditions (these “**Support Terms**”) are made part of the License Agreement between Customer (as identified on the Quote) and Service Provider (as identified on the Quote).

DEFINITIONS

- 1.1. “**Basic/Standard Support**” means the basic/standard support level of Maintenance and Support as set out in [Section 3](#).
- 1.2. “**Gold Support**” means the gold support level of Maintenance and Support as set out in [Section 4](#).
- 1.3. “**Issue**” means a failure of the Software to substantially conform to the functional specifications set forth in the Documentation (as defined in the License Agreement entered into between Customer and Service Provider).
- 1.4. “**Maintenance and Support**” means the maintenance and support services to be provided by the Service Provider to the Customer in accordance with these Support Terms.
- 1.5. “**Major Release**” means, unless otherwise specified by Service Provider for a particular product, a release in which the version number to the left of the first decimal point increases (e.g., 2.1 to 3.1).
- 1.6. “**Minor Release**” means, unless otherwise specified by Service Provider for a particular product, a release of the Software in which the version number to the right of the first decimal point increases (e.g., 2.1 to 2.2).
- 1.7. “**Platinum Program/Support**” means the platinum program/support level of Maintenance and Support as set out in [Section 5](#).
- 1.8. “**Response Time**” means the time period in which the assigned support resource shall provide Customer with an initial technical response as a result of an Issue reported by Customer.
- 1.9. “**Support Level**” means the specific level of Maintenance and Support (Basic/Standard Support, Gold Support (if available), or Platinum Program/Support) that has been selected by the Customer on the Quote.
- 1.10. “**Software**” means the certain software program(s) identified in the Quote.
- 1.11. “**Term**” has the same meaning as defined in the Quote.
- 1.12. “**Updates**” means service packs, patches, hot fixes, or workarounds for a particular version of the Software. “Updates” include Minor Releases but excludes any Major Releases or other releases of the Software or any other products that Service Provider, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Support Level the Customer purchases from Service Provider. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the License Agreement. If there is no such agreement, then the terms accompanying the Software will govern.
- 1.13. “**Workaround**” means a modification or “patch” for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

2. MAINTENANCE AND SUPPORT SERVICES

In consideration of the Customer’s payment of the applicable fees related to the Support Level, Service Provider agrees to provide the Support Level of Maintenance and Support selected by the Customer on the Quote, for the duration of the Term, and solely for the Software.

3. BASIC/STANDARD SUPPORT

Basic/Standard Support includes the program features that Service Provider makes generally available to its Basic/Standard Support customer base during the applicable Term as follows:

3.1. Basic/Standard Support.

- 3.1.1. **Annual Software Maintenance.** Service Provider shall use commercially reasonable efforts to maintain the Software so that it operates without Issues.
- 3.1.2. **Updates.** Service Provider shall supply Customer with Updates for the Software that are released to the general customer base during the Term. Such Updates will be provided to Customer at no additional charge, other than any applicable shipping charges. Updates may be delivered via physical media or made available electronically, at Service Provider’s discretion.
- 3.1.3. **“Support” Defined.** The term “**Support**” consists of assistance to customers via the Internet and telephone with respect to use of the Software and to resolve Issues. Support cases are tracked and managed through access to a Customer support portal (the “**Customer Support Portal**”).

- 3.1.4. **Submission of Issues for Resolution.** Customer shall submit to Service Provider via the Customer Support Portal and provide all relevant data requested, including, but not limited to: (i) Customer contact information; (ii) Software version; and (iii) a complete description of the Issue and Customer Software environment. Customer shall also provide access to the Customer Software environment so the Issue may be replicated.
- 3.1.5. **Problem Definition.** Customer shall provide to Service Provider: (i) error messages and indications that Customer received when the Issue occurred; (ii) description of what the user was doing when the Issue occurred; (iii) steps Customer has taken to reproduce the Issue; (iv) steps Customer took to solve the Issue; and (v) any relevant log files.
- 3.2 **Severity Classification and Response Time Goals.** Issues are classified according to the severity of impact on the use of the Software, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Basic/Standard Support Response Time Goals

Severity	Impact	Response Time goal
1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	4 business hours (by phone or via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	1 business day
3	General product questions relating to development, feature issues, or Documentation.	2 business days

4. GOLD SUPPORT

- 4.1. **Gold Support.** Gold Support includes the features that Service Provider makes generally available to its Gold Support customer base during the applicable Term.
- 4.2. **Electing Gold Support.** Basic/Standard Support Customers may upgrade to Gold Support (if Gold Support is offered by Service Provider to its customer base) at any time provided that Customer pays additional fees indicated on the applicable Quote. Such fees may be pro-rated if the upgrade is made any time during then-current Term. However, Customer may only downgrade from Gold Support to Basic/Standard Support at the time of renewal. To downgrade from Gold Support to Standard Support, Customer must provide written notice to Service Provider at least sixty (60) days prior to the expiration of the then-current Term. Upon such downgrade, Customer shall pay Service Provider’s then-current fees for Basic/Standard Support.
- 4.3. **Severity Classification and Response Time Goals.** Issues are classified according to severity of impact on the use of the Software, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Gold Support Response Time Goals

Severity	Impact	Response Time goal
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1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	4 business hours (by phone or via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	1 business day
3	General product questions relating to development, feature issues, or documentation.	2 business days

5. PLATINUM PROGRAM/SUPPORT

- 5.1. **Platinum Program/Support.** Platinum Program/Support includes the features that Service Provider makes generally available to its Platinum Program/Support customer base during the applicable Term.
- 5.2. **Electing Platinum Program/Support.** Customer may upgrade to the Platinum Program/Support at any time provided that Customer pays additional associated fees indicated on the applicable Quote. Such fees may be prorated if the upgrade is made any time during the then- current Term. However, Customer may only downgrade from Platinum Program/Support to Gold Support or Basic/Standard Support at the time of renewal. To downgrade from the Platinum Program/Support to Gold Support or Basic/Standard Support, Customer must provide written notice to Service Provider at least sixty (60) days prior to the expiration of the then-current Term.
- 5.3. **Severity Classification and Response Time Goals.** Issues are classified according to severity of impact on the use of the Software, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Platinum Program/Support Response Time Goals

Severity	Impact	Response Time goal
1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	Immediate (by phone or voice mail) 1 hour (via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	4 hours

3	General product questions relating to development, feature issues, or documentation.	Next business day
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6. ADDITIONAL PROFESSIONAL SERVICES

6.1. **Scope.** Customer may purchase supplemental professional services for an additional fee. Fees related to such services will be described in a statement of work signed by both parties. If no fee is stated, then services will be provided at Service Provider's standard rate for equivalent services in effect at the time the statement of work is executed. For clarity, if any services are explicitly included in the Support Level selected by Customer, then such services do not require payment of an additional fee.

6.1.1. **On-Site Services.** Customer may purchase on-site support services.

6.1.2. **Training.** Customer may purchase training services with respect to the Software.

6.1.3. **Consulting.** Customer may purchase consulting services related to defects caused by issues other than the Software.

6.2. **Out of Pocket Expenses.** Customer shall pay all reasonable out-of-pocket expenses incurred by Service Provider, including costs for meals, lodging, and travel related to these additional services.

7. OBLIGATIONS OF CUSTOMER

7.1. **Support Contact.** All communications relating to Maintenance and Support will be supervised, coordinated, and undertaken by no more than two (2) designated contact persons per Customer work-shift who will act as a point of contact between Customer and Service Provider. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Issues with direction by Service Provider.

7.2. **Pre-Call Procedures.** Prior to requesting support from Service Provider, Customer shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Customer shall then promptly notify Service Provider of the Issue. Customer shall confirm that the following conditions are true before contacting Service Provider for support:

7.2.1. **Reproduction.** If possible, the situation giving rise to the Issue is reproducible in a single supported Software;

7.2.2. **Support Representative.** The Customer contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;

7.2.3. **Access.** The entire system, including all software and hardware, is available to the Customer contact without limit during any communication with Service Provider support personnel; and

7.2.4. **Availability.** If requested and required, Customer must make available to Service Provider a technical representative during support hours of coverage for all Issues. Service Provider reserves the right to suspend all work relating to any Issues during periods for which the Customer does not provide access to a technical representative or requested data to continue to work on the Issue.

7.3. **Remote Connection.** If appropriate, Customer will cooperate with Service Provider to allow and enable Service Provider to perform support services via remote connection using standard, commercially available remote control software. Customer will be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.

7.4. **New Releases.** Customer acknowledges and agrees that Software releases provided by Service Provider pursuant to these Support Terms may, in Service Provider's sole discretion, require additional training of Customer's personnel. Such training shall be performed in accordance with Section 6.

7.5. **Disclaimer.** Service Provider shall not be responsible for providing Maintenance and Support, Updates, or any other maintenance and support to the extent that Issues arise because Customer (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended by Service Provider; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the License Agreement.

8. LIMITATIONS ON MAINTENANCE AND SUPPORT SERVICES

8.1. **Non-Compliance Problems.** If Customer notifies Service Provider of a problem and Service Provider correctly determines that the problem is due to Customer's incorrect or improper use of the Software or failure to comply with the terms of these Support Terms or the License Agreement (as opposed to an Issue with the Software), the resolution of such problem is not covered by Maintenance and Support. However, Service Provider may provide consulting services to correct the problem pursuant to [Section 6](#).

8.2. **Release Support Period.** Service Provider shall support a release of the Software if such release (i) was made generally available during the previous twenty-four (24) months; and (ii) is no more than one Major Release behind the most current release of the Software. Other versions of the Software will not be supported unless Service Provider and Customer mutually agree

otherwise in writing.

8.3. **Third-Party Products.** Maintenance and Support does not cover the operation or use of third-party hardware or software or Software modified by any party other than Service Provider or used in any manner in violation of the License Agreement or inconsistent with the Documentation.

8.4. **Data.** Customer is encouraged to backup data often and to always do so prior to installing any Update. Service Provider will have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage.

9. TERM AND TERMINATION

9.1. **Term.** The Maintenance and Support services Term shall be as indicated in the Quote. For clarity, the Quote will provide the Customer with an option to select a single year or multi-year period of coverage; upon selecting such period of coverage, the period selected shall constitute the Term. Customer shall be contractually obligated to pay the fees for the full length of the Term and, unless terminated in accordance with the terms herein prior to the expiration of the Term, Service Provider shall be obligated to provide the selected Support Level to the Customer for the duration of the Term.

9.2. **Renewal; Lapsed Maintenance and Support.** The Term will automatically renew for the same term period as the term indicated in the Quote at Service Provider's then-current rates, unless Customer notifies Service Provider in writing of Customer's intent not to renew at least sixty (60) days prior to the expiration of the then-current term. If Customer elects not to renew Maintenance and Support, Customer shall no longer be eligible for Maintenance and Support and there will be no right of reinstatement.

9.3. **Termination of Support Terms.** If Service Provider or Customer terminates the License Agreement in accordance with the terms provided therein, then the Maintenance and Support hereunder will also terminate. Further, Service Provider may terminate these Support Terms upon the following conditions:

9.3.1. if Customer fails to make any payments due hereunder within fifteen (15) days after Service Provider delivers notice of default to Customer;

9.3.2. by giving prior written notice to Customer if Customer fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Customer's receipt of Service Provider's notice to cure such non-performance of material obligation; or

9.3.3. if Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.4. **Effect of Termination.** All fees already due or payable to Service Provider prior to the date of termination will become immediately payable upon termination.

10. WARRANTY

Service Provider warrants all services performed under these Support Terms shall be performed in a workmanlike and professional manner.

EXCEPT AS OTHERWISE STATED IN THESE SUPPORT TERMS, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.