

SUPPORT AND MAINTENANCE TERMS AND CONDITIONS ATTACHMENT

THESE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

Definitions.

- “E-mail Support” means ability to make requests for technical support assistance by e-mail at any time (with reasonable efforts by Company to respond within one business day) concerning the installation and use of the then-current release of a Product and any Previous Sequential Release.
 - “Fix” means the repair or replacement of object or executable code versions of a Product or documentation to remedy an Issue.
 - “Issue” means an error in a Product which significantly degrade such Product as compared to the Company’s published performance specifications therefor.
 - “Issue Correction” means the use of reasonable commercial efforts to correct Issues.
 - “Previous Sequential Release” means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Company only for a period of six (6) months after release of the subsequent release.
 - “Severity 1 Issue” means an Issue which renders the core functionality of a Product inoperative.
 - “Severity 2 Issue” means an Issue which substantially degrades the performance of a Product or materially restricts Licensee’s use of such Product.
 - “Severity 3 Issue” means an Issue which causes only a minor impact on the Licensee’s use of a Product.
 - “Severity 4 Issue” means an inquiry regarding capabilities of the Products; Licensee’s use of the Products is not impeded.
 - “Telephone Support” means technical support telephone assistance between 7:00AM and 5:00PM in one time zone of Licensee’s choice (as specified herein or on any applicable Additions Schedule) during Company’s regular business days concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
 - “Web Support” means information available on the World Wide Web, including frequently asked questions, product documentation, and bug reporting.
 - “Workaround” means a change in the procedures followed or data supplied by Licensee to avoid an Issue without substantially impairing Licensee’s use of a Product.
1. Support And Maintenance. Support and Maintenance consist of: (a) Issue Correction and Telephone Support provided to a single consistent technical support contact concerning the installation and use of the then-current release of a Product and the Previous Sequential Release; (b) E-mail Support; (c) Web Support; and (d) Product updates that Company in its discretion makes generally available to its support and maintenance customers without additional charge.
 2. Issue Severity Levels. Company shall exercise commercially reasonable efforts (up to eight [8] hours per month) to correct any Issue reported by Licensee with the current unmodified release of Product in accordance with the severity level reasonably assigned to such Issue by Company. Company will use commercially reasonable efforts to initially respond to Issues reported by Licensee during Telephone Support hours within the target response times indicated below; however, these are targets only and there is no guarantee that Company can or will resolve issue during such time.
 - Severity 1 Issues -- Company shall promptly commence the following procedures: (i) assign Company engineers to correct the Issue; (ii) notify Company management that such Issues have been reported and of steps being taken to correct such Issue(s); (iii) provide Licensee with periodic reports on the status of the corrections; (iv) initiate work to provide Licensee with a Workaround or Fix; and (v) continue such commercially reasonable efforts until a Workaround or Fix has been made available to Licensee. Target initial response time: same business day.
 - Severity 2 Issues -- Company shall exercise commercially reasonable efforts to provide Licensee with a Workaround or Fix. Company may include the Fix for the Issue in the next major release of the Product. Target initial response time: one (1) business day.
 - Severity 3 Issues -- Company may include the Fix for the Issue in the next major release of the Product. Target initial response time: two (2) business days.
 - Severity 4 Issues -- Company will provide relevant information to Licensee. Target initial response time: three (3) business days.
- If Company believes that a problem reported by Licensee may not be due to an Issue with a Product, Company will so notify Licensee. At that time, Licensee may (1) instruct Company to proceed with problem determination at its possible expense as set forth below, or (2) instruct Company that Licensee does not wish the

problem pursued at its possible expense. If Licensee requests that Company proceed with problem determination at its possible expense and Company determines that the error was not due to an Issue with the Product, Licensee shall pay Company, at Company's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Licensee shall not be liable for: (i) problem determination or repair to the extent problems are due to Issues with a Product; or (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Licensee has notified Company that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Company). If Licensee instructs Company that it does not wish the problem pursued at Licensee's possible expense or if such determination requires effort in excess of Licensee's instructions, Company may, at its sole discretion, elect not to investigate the Issue with no liability therefor.

3. Exclusions. Company shall have no obligation to support: (i) altered or damaged Products or any portion of a Product incorporated with or into other software; (ii) any Product that is not the then-current release or immediately Previous Sequential Release; (iii) Product problems caused by Licensee's negligence, abuse or misapplication, use of Products other than as specified in the Company's user manual or other causes beyond the control of Company; or (iv) Products installed on any hardware that is not supported by Company. Company shall have no liability for any changes in Licensee's hardware which may be necessary to use Products due to a Workaround or maintenance release.

4. Premium Support. To the extent Licensee is entitled to Premium Support: Telephone Support will be expanded to twenty-four (24) hours; Licensee will be given access to expanded Company contact information, including technical support managers and engineers; Licensee will be assigned a Company technical support engineer as primary contact during Company business hours (PST or PDT as applicable); the amount of time spent by Company to address Licensee's reported Issues shall not be limited to eight (8) hours; and Licensee's reported Issues will be given priority over Issues of the same priority level reported by Basic Support customers.