

HVR

Terms of Maintenance and Support Services

During Term and provided that Licensee is not in breach of its payment obligations hereunder, Licensor shall provide the Maintenance and Support Services to Licensee. Terms capitalized but not defined herein have the meaning set forth in the applicable License Agreement (the “**License Agreement**”).

1. Definitions. For the purposes of these Terms of Maintenance and Support Services, the following terms shall have the following meanings:

“**Error**” means a demonstrable and repeatable event in an unmodified version of Software which does not behave in the manner described by the documentation and which renders the Software inoperative and causes failure of the Software in a production environment.

“**Error Correction**” means the use of commercially reasonable efforts to correct an Error as described in the section entitled “Error Correction.”

“**Help Desk Hours**” means the hours between 4 a.m. and 8 p.m. (Eastern Standard Time), Monday through Friday, excluding Christmas and New Year’s Day.

“**Maintenance and Support Service Levels**” specifies specific maintenance services provided which may be varied from time to time at the sole discretion of Licensor. The current terms are attached hereto as Attachment 1.

“**Telephone Support**” means telephone assistance of technical support concerning the installation, use and maintenance of the Software provided by Licensor during the Help Desk hours.

“**Update**” means the repair, fix, workaround or replacement of object or executable code versions of the Software to remedy an Error.

2. Coverage. Upon payment to Licensor of the applicable subscription License Fee, Licensor shall provide Maintenance and Support Services to Licensee as follows:

a. General Support Description.

General Support: means telephone and email support, which includes problem intake and general guidance in use of major features of the Software.

b. Licensor Maintenance and Support Terms. Licensor shall provide Licensee with the appropriate level of support in accordance with the terms of the

License Agreement with services as outlined in the Maintenance and Support Service Levels in Attachment 1. Licensee technical support staff must be capable of performing installation and configuration support, answering technical inquiries regarding the Software and performing hardware problem determination. Upon notification of an Error, Licensee shall grant Licensor reasonable remote access to the Computer System(s) on which the Software operates, the Software and all Documentation and records and shall, upon Licensor’s reasonable request, provide assistance (including sample output and other diagnostic information) in order for Licensor to adequately provide the services. Licensee will provide the means for remote access as specified by Licensor, free of charge. Any delays in Licensor’s diagnosing of Errors which are caused by the failure of Licensee to (timely) allow Licensor access to the Software, will not be considered as a default in the performance of Licensor’s obligations.

3. Place of Performance. Licensor shall provide all Maintenance and Support Services from Licensor’s locations.

4. Updates to Software. Licensor will provide Licensee with Updates as they become available and as it deems necessary to address or correct Errors with the Software. Licensee agrees to install all Updates within 60 days from being made available by Licensor. A major HVR release (e.g. HVR 4.0 or 4.4) is supported for 3 years from its General Availability (GA) release date. A minor release (e.g. HVR 4.5.0) or an HVR patch (e.g. HVR 4.5.0/1 or HVR 4.5.0/1.1) does not prolong the support duration. For example, if HVR 4.5 will expire at date X then that date will not be extended if HVR 4.5.2 is released a year later. Licensor shall not be responsible for correcting any Error(s) if Licensee fails to incorporate any available Updates provided to Licensee by Licensor.

5. Updates to Documentation. Licensor shall provide revised and/or updated documentation related to the Software (in the same amount and media as originally provided) to correspond to any changes (including Updates) made to the Software, within a reasonable time of such changes.

6. Error Correction. Licensor shall exercise commercially reasonable efforts to correct any Error reported by Licensee. Error Correction may also take place by providing Licensee with written instructions to bypass the Error if this can take place without additional costs or substantial inconvenience to Licensee. In the event of an Error, Licensor shall work to resolve the Error in accordance with the published Maintenance and Support Service Levels.

7. Exclusions. The following are excluded from Licensor's Maintenance and Support Services obligations: (a) Software that is used on or in conjunction with hardware or software other than as specified in the documentation provided by Licensor or unauthorized use of the Software; (b) altered or modified Software, unless altered or modified by Licensor; (c) defects in the Software due to accident, hardware malfunction, abuse or improper use, or use in a manner not permitted by the End User License Agreement; (d) any version of the Software for which Maintenance and Support Services have been discontinued by Licensor; (e) evaluation software or

other software provided at no charge; and (f) any Software sold separately by Licensor, including, without limitation, consulting code, unless generally made available to end users at no additional charge for the applicable Software. Licensor shall be entitled to charge for other services and error corrections not covered by the Maintenance and Support Services in accordance with Licensor's then current price list.

8. Report. Any reports or escalations to Licensor Technical Support must contain the following information:

- Clear problem description, with supporting documentation such as Software and OS error messages
- Error Priority and reason for priority classification
- A reproducible trigger scenario which causes the Error to occur, or, access to a facility where the Error can be reproduced, or, debug notes defining steps taken to produce a trigger scenario.
- Server Configuration information (OS version and revision level, patches included and levels, hardware configuration, Licensor configuration information, hardware and software configuration files)
- Steps taken to resolve Licensee issue

ATTACHMENT 1

MAINTENANCE AND SUPPORT SERVICE LEVELS

Licensor is fully committed to providing timely, high-quality service to Licensee. Provided that Licensee has purchased maintenance and support services with respect to the Software, Support will include the following based on the appropriate Tier level of support as outlined in the License Agreement:

Service	Tier I - Standard	Tier II - Gold
Access to Support team for case analysis and resolution	16 x 5 8am GMT - 5pm PT	24 x 7 (P 1 only)
Number of people with access to support portal	Up to 10	Up to 25
New Software Releases	Yes	Yes
Online Software Maintenance and Updates	Yes	Yes
Web Access (for ticket creation, knowledge base)	Yes	Yes
Weekend support for upgrades, by arrangement	No	Yes
Remote Diagnostic Service (via web)	Yes	Yes
Telephone Support for Ticket Creation	No	Yes

Description of Priority Levels

Priority Level	Description
P 1	Error is one that prevents or seriously inhibits the operation of a production system
P 2	Error is one that impairs, but does not prevent or interrupt the operation of the production system
P 3	An error that is inconvenient but has no major impact on the production system

All Severity 1 cases will be treated as follows:

Licensors to submit an initial analysis and a proposal for resolution within 4 hours
Licensors to work continuously to provide at least a temporary workaround
Licensors to make reasonable commercial efforts to provide a permanent or temporary workaround

All Severity 2 cases will be treated as follows:

Licensors to provide an analysis and initial proposal for resolution within 12 working hours
Licensors to provide an initial work around or permanent resolution within 20 days of submitting the initial analysis

All Severity 3 cases will be treated as follows:

Licensors to confirm receipt within 5 days
Licensors will make reasonable commercial efforts to provide a permanent resolution or temporary workaround but cannot guarantee to fix all outstanding errors