

## Software Maintenance Terms

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Modula4 Software Maintenance provides software upgrades and standard technical support for your system software at no additional charge.

### Software Updates

During the period of your Software Maintenance contract you are entitled to:

- All software updates and upgrades released for your system, whether a minor maintenance release or major new version
- All updates and upgrades released for your customizations to ensure compatibility with new releases of the core system software

### Technical Support

Important Notes:

- Clients must provide Modula4 with the names, titles, and email addresses of no more than 3 individuals who are allowed to open support tickets. Additional individuals may only be added with written approval of Modula4. Fees may apply for the additional accounts.
- Technical support is not a replacement for a client's internal help desk. Clients are expected to conduct initial troubleshooting, and attempt to correct any issues that appear to be caused by network or infrastructure issues, prior to contacting Modula4 for support.

### How to Request Technical Support

#### Support Ticket System

Please create a support ticket at <http://support.modula4.com/>. In order to submit support tickets, you first need to sign up as a new user:

1. Go to <http://support.modula4.com/>.
2. Click on "My Support".
3. Click on "Request for a New Account".

After submitting the form, we will activate your login and you will receive a notification email with your account details. Once logged in, you can file support tickets by going to "Request Support" >> "Submit a ticket". The support ticket system will notify our support team immediately once a new ticket is submitted. If you should not hear from us or if your account is not activated within 24 hours, please contact us at +1 (415) 869-8645.

## Required Information

Please be sure to always have your agreement number(s) handy when you contact Modula4 for support. For maximum efficiency, please be prepared to provide us with the following information:

1. The exact version number of the products you are using (for example 8.5.1.22).
2. The relevant operating systems' version number(s).
3. The hardware configuration of the relevant server and clients.
4. Any customization performed on your configuration.
5. Where your assets are stored.
6. Log files.
7. Screenshots and screen videos. We recommend "Jing" which can be downloaded for free at <http://www.jingproject.com/>.
8. Your Java (Sun JDK) version.

## Regular Business Hours

Support in North American is available Monday to Friday from 8 am to 8 pm Eastern Time (5 am to 5 pm Pacific) excluding US federal holidays.

## Support Issues and Priorities

1. Urgent: Urgent issues are severe technical issue resulting in a total loss of core functionality in the software or inoperability of the software in production (i.e. a down system) that severely affects the customer's business operations. It is best to use "Urgent" only in such cases since a reassignment of your ticket will place the ticket at the bottom of the Low issue queue at the time it is reassigned as a non-Urgent issue. Modula4 will send regular status updates for any Urgent issues.
2. High: High-priority issues are when they system is still functioning but the proper use of the system is impaired. Modula4 will send regular status updates for these issues.
3. Normal: Normal issues are issues that cause inconvenience to the user or technical issues resulting in minor performance problems in the software having no significant impact on customer's business operations.
4. Low: Low-priority issues include "how to" questions, requests for product information and addressing issues that are not covered ("Excluded Items") under the software maintenance agreement. Excluded issues include, but are not limited to:

## Excluded Issues

The following types of issues are not covered under the standard technical support component of the software maintenance agreement. Modula4 will help resolve these types of issues based on our standard hourly rate.

- Unauthorized system changes: All technical issues caused by non-certified patches/updates, upgrades, releases or versions for products or operating systems, or other significant changes to the system or its environment performed without prior notice to and confirmation on the part of Modula4.
- Installation of software updates: If you have a valid software maintenance agreement for your product through Modula4 there is no charge for access to software updates. However service fees will apply for Modula4 to install the update. Remote assistance with the installation of new versions and releases is not covered under any circumstance and always requires a paid remote session or – if it can't be performed in less than 4 hours – a paid onsite day.
- Issues caused by work done by non-Modula4 staff: Modula4 is not responsible for any work not done by Modula4 staff. If problems result from work done by someone other than Modula4 staff, resolving the issue is not covered by the Modula4 support service. In such circumstances, Modula4 will assist in resolving the issue for a fee on an hourly or daily basis.
- Requests to perform services such as consulting, configuration, customization and training: You are welcome to request these services through the support ticketing system. If you do you'll be contacted by a Modula4 staff member to discuss your needs to determine what paid services are required to fulfill the request. For "how to" questions, we will do our best to point you to the appropriate documentation but beyond that the work will be considered consulting, configuration, customization or training and one of our staff members will contact you.
- Feature requests: You can submit feature requests through our support ticketing system. We will take these requests into consideration for our products and pass on request for our partners' products directly to them.

## Support Issue Handling

### Escalation Levels

If an issue cannot be resolved by support ticket, email or phone, we will set up a screen-sharing session to access your installation remotely. If we are unable to resolve the issue, we will forward your issue to second-level support and forward the second-level reply to you as soon as we receive it. If you feel that a ticket is not moving forward or is not being handled in a timely manner, please inform our support manager.

### Initial Response Times

- |                            |                                      |
|----------------------------|--------------------------------------|
| 1. Urgent issues:          | 1 hour during regular business hours |
| 2. High-priority issues:   | 1 day during regular business hours  |
| 3. Normal-priority issues: | 2 days during regular business hours |

4. Low-priority issues: 3 days during regular business hours

**Target Resolution Times**

Involvement:	1 <sup>st</sup> level	2 <sup>nd</sup> level	3 <sup>rd</sup> level
1. Urgent issues:	1 day	2 days	3 days
2. High-priority issues:	2 days	4 days	5 days
3. Normal-priority issues:	3 days	5 days	10 days
4. Low-priority issues:	3 days	6 days	n/a

**Closed Support Issues**

A support issue is deemed closed (but not necessarily resolved) when:

The software has been corrected or modified so that it performs in material accordance with the applicable specification in the documentation for the applicable version of the software; or

1. The customer has been advised on how to bypass the error; or
2. In the case of software, the customer has been informed that the correction to the error is in the current or first prior patch/update, release or version of the software; or
3. In the case of non-critical issues, the customer has been informed that the correction to the error will be available through a future upgrade, release or version; or
4. It has been discovered that the problem falls within an exclusion to support and the customer has been notified thereof.

**Limitations**

Please notify and consult with Modula4 prior to performing any upgrade or applying any patch, update, upgrade, new release or new version, migration or any other changes to the software or the technical environment of the supported system.

Even with prior notification, Modula4 is not responsible for any work not done by Modula4 staff. If problems result from work done by someone other than Modula4 staff, resolving the issue is not covered under the Modula4 technical support agreement. In such cases, Modula4 will assist in resolving the issue for a fee on an hourly or daily basis.

Also we strongly recommend a dedicated server for the systems we support, as any third party software application installations on your server could void coverage.

(rev. Dec. 15, 2015)