Software Maintenance Terms

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

Software Updates

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

- Access to all software updates and upgrades released for your system, whether a minor maintenance release or major new version.

- Access to updates and upgrades released for your customizations to ensure compatibility with new releases of the core Cumulus software. Customizations updates are limited to one every 6 months.

- Note: Software Maintenance includes the new software but not installation. There could be a cost for the services to install and test the new software in the client's technical environment.

Technical Support

Technical support is provided to resolve any issues that arise from bugs in software purchased from Modula4 or work done by Modula4 staff.

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.

- In order for Modula4 to troubleshoot and resolve issues in a timely manner, access to the database catalogs and technical environment is required for on-premise system. Direct access to the technical environment is most efficient but real-time indirect access (i.e. screen-sharing sessions) can also be used. On occasion, Modula4 might require receiving the database catalogs for troubleshooting. The client must also make available the appropriate staff member(s) to provide information necessary for Modula4 to provide efficient and effective technical support. Modula4's ability to address and

resolve issues is directly dependent upon the access provided to the catalogs, technical environment and relevant staff member(s) within the client organization. Modula4 reserves the right to suspend its troubleshooting and resolution activities until adequate access to the catalogs, technical environment and appropriate staff is provided.

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 circumstances, 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.

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.

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.

Note: Each client organization is allowed a maximum of 3 support accounts unless prior approval has been granted for additional accounts. Fees may apply for the additional accounts.

Required Information

Please 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.

Support Issues and Priorities

1) Critical Issues: Critical 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. Please select "Critical Issue" in the drop-down menu when creating a support ticket. It is best to use "critical issue" only in such cases since a reassignment of your ticket will place the ticket at the bottom of the non-critical issue queue at the time it is reassigned as a non-critical issue. Modula4 will send regular status updates for any critical issues.

2) Non-critical Issues: Non-critical issues are issues that cause inconvenience to he user or technical issues resulting in minor performance problems in the software having no significant impact on customer's business operations.

3) 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 system changes 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.

- <u>Issues caused by work done by non-Modula4 staff:</u> 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.

- <u>Requests to perform services such as consulting, configuration, customization and training:</u> 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.

- <u>Feature requests:</u> 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:	1st level support	2nd level support	3rd level support
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
3) Low Priority issues:	3 days	6 days	n/a

Note: Target resolution times assume Modula4 receives requested catalogs, access to client's technical environment and relevant staff in a timely manner.

Closed Support Issues

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

1. 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

2. The customer has been advised on how to bypass the error; or

3. 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

4. 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

5. It has been discovered that the problem falls within an exclusion to support and the customer has been notified thereof.

(rev. Dec. 15, 2015)