



SOFTWARE SUPPORT and SERVICES AGREEMENT

1. Definitions

In this Agreement, unless the contrary intention appears:

“Agreement” means this agreement for the provision of the Support Services.

“Commencement Date” means the date so specified in Schedule 1.

“Current Maintenance” – a defined period of time from the release date of the supported software.

- (a) Product Patches and/or Releases
- (b) The ability to request enhancements or new features and report Errors
- (c) Request root cause analysis

“Initial Term” means the period so specified in Schedule 1.

“OT” means OpenText Corporation.

“Resolution” refers to taking the necessary action to correct an Error such that the Supported Software is operating in accordance with the Documentation. This could include, but is not limited to, creating a new or applying an existing Workaround or Update.

“Response Time” refers to the amount of time that is measured from the time a Support Request is received by the Supplier until the time when a technically qualified member of the Supplier responds to you for the purpose of commencing the work necessary to achieve Resolution of the Support Request. The response time for an SR is determined by its Classification, the Support Plan the customer subscribes to, and the time when the SR was submitted to the Supplier.

“**Service Level**” means Response Time, Priority, Impact, Urgency assigned to the SR.

“**Software Specification**” means the specification for the Software set out in the Supported Software Administration Guide.

“Supplier's Normal Business Hours” means the time period so specified in Schedule 1.

“**Support Plan**” means the Plan in Schedule 3 purchased by the Customer for the Supported Software.

“Support Request” or “SR” means the initiation of a record or “ticket” documenting the details of the service request or incident.

“Support Charges” means the charges specified in Schedule 2, which are payable by the Customer to the Supplier in respect of the Support Plan, specified in Schedule 3.

“Support Services” means the support services provided by the Supplier to the Customer pursuant to this Agreement in respect of the Supported Software.

“Supported Software” means the software which is the subject of the Support Services.



“Sustaining Maintenance” refers to the stage of the product lifecycle following the expiration of Current Maintenance. During this phase of the product support lifecycle, the following Support Services may be available:

- (a) Unlimited number of Support Request submissions
- (b) Supplier will use commercially reasonable endeavors to respond to and provide a Resolution of an SR.

“Update” shall mean Product Patch or Release of the Supported Software, which will be provided by the Supplier to the customer in accordance with this Agreement.

“Workaround” is a manner of addressing an Error by bypassing the problem in the system (software technical bypass). A Workaround is typically a temporary fix the Supplier and/or OT may subsequently correct the Error in the Supported Software through a Product Patch or an Update.

2. Duration

- 2.1. The Support Services shall be provided by the Supplier to the Customer for the Initial Term.
- 2.2. Subject to Schedule 1, this Agreement may be renewed for subsequent terms of similar duration to the Initial Term. The Customer shall provide at least ninety (90) days notice in writing prior to the expiry of the Initial Term or any subsequent term if it wishes to renew the Agreement pursuant to this Schedule 1.
- 2.3. Renewal of this Agreement pursuant to Schedule 1 is subject to the consent of the Supplier, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Supplier may require an adjustment of the Support Charges as a condition of providing its consent to a renewal of this Agreement for a further term.
- 2.4. Subject to Schedule 1, the Customer shall provide at least ninety (90) days notice in writing prior to the expiry of the Initial Term or any subsequent term, if:
 - (a) the customer does not wish to renew this agreement
 - (b) the customer wishes to amend their Supported Software licenses; or
 - (c) the Supplier may then at its discretion make an Additional Charge equivalent to the value of ninety (90) days of the Support Charge in respect to the Support Plan

3. Support Services

- 3.1. The Supplier shall perform such services as it considers reasonable to ensure the Supported Software remains in substantial conformity with the software specification. Such support shall, at the sole option of the Supplier, take the form of:
 - (a) telephone advice
 - (b) email advice
 - (c) error correction or provision of a plan by means of remote technical support
 - (d) on-site attendance followed by such advice, a plan, programming or re-



- configuration as the Supplier considers necessary
 - (e) such services as the Supplier considers are more effectively provided off-site.
- 3.2. The Supplier shall provide the support services in response to a report by the Customer of a suspected defect or error in the Supported Software, which defect, or error allegedly causes the Supported Software to deviate from the software specification.
- 4. Support Availability
 - 4.1. The Supplier shall provide the Support Services based on the applicable hours of the Support Plan purchased.
 - 4.2. Immediately after making a request for Support Services which may involve error correction or program modification, the Customer shall give the Supplier a documented example of the defect or error which it alleges prevents conformity of the Supported Software with the software specification.
 - 4.3. The Customer shall, if so requested by the Supplier, give the Supplier a listing of output and any other data which the Supplier requires in order to reproduce operating conditions similar to those present when any alleged defect or error in the Supported Software was discovered.



5. Service Level

5.1. Support Request Classification

5.1.1. Each SR will be classified by the Supplier as:

- (a) Critical; the performance issue reported causes the Supported Software to be functionally inoperable (entire system is down) and prevents the Supported Software from being used in Production Mode, or
- (b) Serious; the performance issue reported significantly degrades the performance of the Supported Software or materially restricts your use of the Supported Software in a Production Mode (system is operational, but performance may be impacted), or
- (c) Normal; the performance issue reported is a question regarding:
 - (i) end use;
 - (ii) (configuration of the Supported Software or a minor defect in the Supported Software that does not materially restrict your use of the Supported Software in a Production Mode;
 - (iii) an enhancement, or
 - (iv) related to questions on or configuration of the Supported Software.
- (d) As a rule, SRs for non-production systems are Classified as Normal.

5.2. Support Request Classification Response Times

- (a) Response Times, measured in hours, are targets and cannot be guaranteed in all circumstances by the Supplier

SR Classification	Response Time	Plan Time	Resolution Time
Critical	1 hour	1 hour	4 hour
Serious	2 hour	4 hour	16 hour
Normal	4 hour	8 hour	40 hour

5.3. Resolution of Support Request

- 5.3.1. The Supplier shall attempt to address each Support Request, regardless of classification, through the offering of technical advice, by locating an existing workaround or by creating a new workaround using the process described below. In the event of an outage and depending on the cause and duration of the outage, the Supplier may require the customer to restore from backup in order to return the system to a production state.
- 5.3.2. Once production service is restored, the Support Request classification is downgraded, and root cause analysis may continue, as requested, during regular support hours of operation.

5.3.3. Any software and/or hardware provided by and installed by the Supplier and as agreed to by the customer to assist with the delivery of the Support Services and not purchased by the customer must be removed and returned to the Supplier upon resolution of the incident.

5.4. Definition of an Incident

5.4.1. An incident is one user-defined problem seeking resolution. The single problem must be related to the original intent and design of the software and, does not include subsequent problems that are caused by or related to the original problem.

5.4.2. A problem is:

- (a) A description of the desired functionality the customer wishes to achieve, or
- (b) The step-by-step process to reproduce a single undesired event, or
- (c) Any and all exact error messages and description of incorrect behaviour.

5.4.3. A resolution to a problem is:

- (a) An explanation of potential reasons for the problematic behaviour, OR
- (b) Suggested solution(s), including:
 - (i) The customer has received advice on using the functionality of the software.
 - (ii) The customer has received advice on rectifying a problem with the operating environment associated with the implementation of the software.
 - (iii) The customer has received advice on the actions that need to be taken by the customer to recover from a data or database corruption problem.
 - (iv) The customer has received advice that the problem relates to hardware and that the customer needs to raise a call with their hardware supplier or, if hardware is covered by a hardware maintenance plan, initiate the hardware swap-out process.
 - (v) The customer has been advised of a software maintenance patch, which once applied, will resolve the problem.
 - (vi) The problem relates to a known issue that has been corrected in a subsequent release of the software (the implication being that the customer needs to draw up plans to upgrade their release of the software).
 - (vii) The problem relates to a known issue that should be incorporated in a future maintenance release of the software. In the meantime, the customer has been provided with advice on the most appropriate workaround in order to overcome the immediate problem.
 - (viii) An incident is considered "open" when the Supplier responds to a SR.
 - (ix) An incident is considered "closed" when Supplier presents a resolution to the problem and the Customer is in agreement with the resolution.



6. Exclusions

- 6.1. Support Services to be provided by the Supplier under this Agreement do not include:
- (a) correction of errors or defects caused by operation of the Supported Software in a manner other than that currently specified by the Supplier or the Software Owner
 - (b) correction of bug fixes, technical faults, errors and defects not corrected by the Software Owner
 - (c) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Supported Software not authorised by the Supplier or the Software Owner
 - (d) correction of errors or defects caused by the use of the Supported Software by a person not authorized by the Supplier or the Software Owner
 - (e) correction of errors caused in whole or in part by the use of computer programs other than the Supported Software
 - (f) correction of errors caused by the failure of the Customer to provide suitably qualified and adequately trained operating and programming staff for the operation of the Supported Software
 - (g) training of operating or programming staff
 - (h) rectification of operator errors
 - (i) rectification of errors caused by incorrect use of the Supported Software
 - (j) rectification of errors caused by an equipment fault
 - (k) equipment maintenance
 - (l) diagnosis or rectification of faults not associated with the Supported Software
 - (m) furnishing or maintenance of accessories, attachments, supplies, consumables or associated items, whether or not manufactured or distributed by the Supplier or the Software Owner
 - (n) correction of errors arising directly or indirectly out of the Customer's failure to comply with this Agreement or any other agreement with the Supplier or the Software Owner
 - (o) correction of errors or defects which are the subject of a warranty under another Agreement.
- 6.2. If so, specified in this Agreement, the Support Services shall include the provision of updates and new releases of the Supported Software.
- 6.3. If the Customer so requests in writing, the Supplier may at its option provide any of the Support Services referred to in Schedule 3. The Supplier may make an Additional Charge for providing such services.

7. Updates and New Releases

- 7.1. If so, specified in Schedule 1, the Support Service shall include the provision of updates and new releases of the Supported Software.



- 7.2. When reasonably required to do so by the Customer, the Supplier shall demonstrate the extent to which an update or new release is capable of providing functions and performance specified in the Service Specifications. The Supplier may make an Additional Charge in respect of any such demonstration.
- 7.3. In the event that the Customer maintains a version of the Supported Software that is in Sustaining Maintenance stage, the Supplier may decline to continue Support Services.
- 7.4. Where the Customer accepts an update or new release this Agreement applies in all respects to that update or new release to the extent that it is incorporated or replaces the Support Software.

Support Plan

Plan Type	Description
Standard Plan	<p>Access to the Axient service desk to log a ticket for an unlimited number of incidents.</p> <p>Service desk availability Monday - Friday: 8:30 a.m. to 5:00 p.m. in your local time zone excluding NSW and Australian National public holidays.</p> <p>Triage of the incident including fault find and replication using Axient and OpenText lab environments.</p> <p>Provision of documentation from Axient and OpenText knowledge base.</p> <p>The ability to request enhancements or new features and report product bugs.</p> <p>Access to the latest version, service and patch releases.</p>
Premium Plan – all of the Standard Plan plus	<p>After business hours 24 x 7 x 365 access to the Axient service desk to log a ticket for an unlimited number of incidents.</p> <p>A non business hours response SLA.</p> <p>Provision and implementation of the Alerting and Monitoring Service.</p> <p>Quarterly Alerting and Monitoring Service management report.</p>