Alfabet
a Bizzdesign company

ENTERPRISE ACTIVE MAINTENANCE AND SUPPORT SERVICE

Customer is a licensee of certain Alfabet products under a License and Maintenance Agreement that the Customer has executed with a Alfabet subsidiary (hereinafter "**Supplier**"). The maintenance and support services that the Supplier has agreed to deliver as provided in the License and Maintenance Agreement are defined herein, and this document forms an attachment to the License and Maintenance Agreement.

1 DEFINITIONS

1.1 **Definitions**: Unless the context requires otherwise the following words and expressions shall bear the meanings set out below where used in this Agreement:

"**Business Day**"	means the days from Monday to Friday excluding public holidays in country as specified in the Customer address field on the first page of the underlying License and Maintenance Agreement that correspond with Alfabet 's Global Support operating days.
"**Business Hour**"	means the hours from 8.00 am to 5.00 pm on a Business Day of the main support hub within Customer's region: (a) EMEA – 8 to 5 Central European Time (CET) (b) APJ – 8 to 5 Malaysia Time (MYT) (c) US – 8 to 5 Mountain Time (MT) Global Support operating hours may change from time to time.
"**Documentation**"	means the user manuals that the Supplier makes available to licensees of the Software.
"**Error**"	means any verifiable and reproducible failure of the Software to substantially conform to the specifications for such Software. Notwithstanding the foregoing, "**Error**" shall not include any such failure that is caused by: (i) the use or operation of the Software with any other software or code or in an environment other than that intended or recommended in the Documentation, (ii) modifications to the Software not made or approved by the Supplier in writing, or (iii) any bug, defect, or error in third-party Software used with the Software.
"**Error Correction**"	means either a modification or addition to or deletion from the Software having the effect that such Software substantially conforms to the then current specifications, or a procedure or routine that, when exercised in the regular operation of the Software, eliminates any material adverse effect on the Customer caused by an Error. An Error Correction may be a correction, workaround, fix, Service Pack or Service Release.
"**Fix**"	Supplier creates defect fixes at the component level to resolve specific issues. These issues may be identified in Supplier's QA labs, or at Customer installations. Fixes are: (a) Tested to ensure the issue is resolved within the target configuration; (b) Cumulative within functional sub-components, e.g., Integration Server Scheduler; (c) Periodically rolled up into planned, cumulative Service Packs or Service Releases; (d) Made available to other Customers via Alfabet 's Support Portal.
"**License Agreement**"	means the License and Maintenance Agreement under which the Software is licensed to the Customer.
"**Major Version**"	a "major version" means one in which significant new features and functionality are delivered. Some but not all of the major versions may also contain architecture changes, thus requiring a complete reinstall to upgrade, rather than the simple "install over" that is typical of Minor Versions, Service Packs and Service Releases. A version that ends in "X.0" is considered a major version.
"**Minor Version**"	means one in which some new features and functionality are delivered along with fixes. Versions with numbering of "X.Y" are usually considered minor versions, e.g. webMethods 9.7 or Natural 6.3. Minor versions usually offer easy upgrade and an "install over" approach to upgrade.
"**Service Release**"/"**Service Pack**"	means a planned release in which an accumulation of Fixes is delivered. It may additionally include new features. These Service Packs/Service Releases are denoted using SP or SR in the numbering, e.g. Product A X.Y SP1 or Product B X.Y SR 1. In places where a full version identifier is specified, Service Packs/Service Releases are denoted by the third part of the version number ("X.Y.Z") Service Packs/Service Releases offer easy upgrade and an "install over" approach to upgrade. For optimal support, Customer is required to upgrade to the latest Service Pack/Service Release.
"**Software**"	means the Supplier software programs licensed to the Customer under the License Agreement.
"**Alfabet Global Support**"	means the Supplier's Global Support Organization providing the support and maintenance services for the respective Customer.
"**Alfabet 's Support Portal**"	means the Supplier's web-based Customer support system, designed with proactive services, information and Error Corrections.

2 SERVICE DESCRIPTION

2.1 **Introduction**: Customer is entitled to receive the following services for the Software against payment of the agreed-upon support and maintenance fees and according to agreed-upon terms & conditions. Where the Customer holds more than one license to use any Software then Customer is required to take product maintenance and support services for all (and not some only) of the licensed Software – partial termination is not permitted.

2.2 **Enterprise Active Maintenance and Support Service**: Alfabet 's Enterprise Active Maintenance and Support Service consists of the following services:

(a) Twenty-four (24) hour access to Alfabet 's Support Portal including access for authorized technical contacts ("**ATC**") to Supplier's request reporting system for browsing and submitting incidents, online access to new product information, documentation, knowledge center, and information on available Software fixes.

(b) 24x7 support service for all incidents with initial response from Alfabet Global Support within the defined reaction time. Telephone support is available 24/7 (24 hours a day, 7 days a week) for incidents classified as Crisis. The respective telephone number is available in Alfabet 's Support Portal. If not provided in local language, telephone support is provided in English. Telephone support is provided during after-Business Hours and on non-Business Days in English only.

(c) Information on new features, events, and Customer application articles.

(d) Resolution plan within first four hours after receipt of Crisis incident.

(e) Prioritized queuing of support incidents (identical severity levels only).

(f) Multi-region support – see "Processing Customer Requests" clause below.

(g) Unlimited number of authorized technical contacts of the Customer entitled to access Alfabet 's Support Portal. All ATCs shall have appropriate professional and technical qualifications and shall be assigned internally by Customer to process queries from users about the Software. To protect against improper use of services, services may only be requisitioned by these ATCs previously-reported to Supplier. Customer must review and update the list of ATCs once per year in order to ensure accuracy. ATC Group accounts that are used by multiple Customer representatives are not allowed. One customer representative equals one ATC only.

(h) One-on-one web-based consulting sessions on a variety of topics limited to up to 4 consultations per year plus others upon request and subject to availability. A list of sessions is available on Alfabet 's Support Portal and is subject to change from time to time.

3   SOFTWARE AND DOCUMENTATION UPDATES

3.1 **Software and Documentation Updates**: On a when and if available basis, Alfabet Global Support provides:

(a) New versions of licensed Alfabet products;

(b) Updates of Software containing Error Corrections;

(c) Documentation updates for the Software.

Information regarding availability of Software and Documentation updates is published by the Supplier and available in Alfabet 's Support Portal.

4   PROCESSING CUSTOMER REQUESTS

4.1 **Introduction**: Customer requests will be received by Alfabet Global Support and will be documented in Alfabet 's Support Portal for further processing. The Customer will be given a reference processing number for future reference.

(a) All crisis incidents must be submitted to Alfabet Global Support by telephone. When submitting Security Incidents to Alfabet Global Support, Customer must indicate this aspect to the support representative or set the security flag in the support ticket if reported via customer support portal.

(b) Global Support will respond within the defined reaction time. For critical and standard severity incidents, the active support region will initiate work on the solution. When the ATC's default support region comes online, it will take over the ownership of the incident.

(c) After the default region takes ownership of the incident, critical and standard incidents will be progressed only during the business hours of the ATC's default region.

(d) Default region of an ATC is the region where that ATC is located or has opted to define that region as their default region. For example the default region of an EMEA customer is EMEA, however an EMEA ATC may opt another region, say AME as their default region

(e) On non-Business Days Customer must always report critical and standard incidents through Alfabet 's Support Portal and must follow up with Global Support service provider via telephone in order to receive an initial response from Global Support based on the agreed upon reaction time. The reaction time is measured from the time the Customer gets in contact with a Alfabet Support Engineer.

(f) During after-Business-Hours and non-Business Days, all communication will be in English only.

(g) When reaching Alfabet Global Support by telephone, Customer is to provide the incident/ticket number so that work on the incident can commence.

(h) Alfabet Global Support has no obligation to solve the Customer's issue within the reaction or any other time frame.

(i) Management Assistance Process will be halted once Customer is provided a potential resolution and until Customer has tested the solution. If Customer informs Alfabet Global Support that the resolution hasn't resolved the problem, Management Assistance Process will resume.

Service Expectations: The following support severities are used for classifying the Customer's incidents. These classifications ensure consistent treatment of incidents handled by Alfabet Global Support. Alfabet Global Support will determine the appropriate severity level according to the following table:

Severity Level	Crisis	Critical	Standard
Definition	Customer's problem has a severe business impact, e.g. production down. Customer is unable to use the Software, resulting in a major impact on Customer's operations. Work cannot reasonably continue.	Customer's problem has a significant business impact; however, operations can continue in a restricted fashion. The Software is usable but severely limited. There is no acceptable workaround available. Customer is experiencing a significant loss of service.	Customer's problem has some business impact. The Software is usable and causes only minor inconvenience. It may be a minor Error, documentation Error, or incorrect operation of the application, which does not significantly impede the operation of a system.
Reaction Time	**30 minutes**: call-back or electronic reply	**2 Hours**: call-back or electronic reply	**1 Day**: call-back or electronic reply
Prioritized Queuing	Incidents are prioritized ahead of Standard Support incidents of the same severity level		
Alfabet Management Assistance Process	After 1 Day: Regional Director Support After 2 Days: Global Vice President Support After 3 Days: Global Senior Vice President Support After 5 Days: Chief Operating Officer	After 5 Business Days: Regional Director Support After 7 Business Days: Global Vice President Support After 9 Business Days: Global Senior Vice President Support After 11 Business Days: Chief Operating Officer	None
Reporting (time frame)	As agreed between Alfabet Global Support and Customer	Daily or as agreed between Alfabet Global Support and Customer	As agreed with Alfabet Global Support and Customer on a case-by-case basis
Reaction Measure	Resolution plan provided within first four (4) hours after receipt of Crisis incident to include - in Supplier's sole discretion - EITHER: (i) a definition of the intended solution to the problem, OR (ii) a definition of a work-around while Supplier develops or defines a solution, OR (iii)	Customer is provided with a timeline for Error Correction	• Information about publication date of the Software release that will solve the issue • Indication that changes/ enhancements are being handled in accordance with Alfabet 's strategy

Severity Level	Crisis	Critical	Standard
	a documented action plan that will include: • current status of the resolution • target timeline for next feedback • responsible Supplier resource(s) • Customer obligations (e.g. provisioning of log files, etc.)		
Required Effort	Economically justifiable effort within standard scope of resources	Reasonable effort within standard scope of resources	Reasonable effort within standard scope of resources

4.3 **Tools and Processes**: Alfabet Global Support uses the following processes and tools to solve or find a workaround to the Customer's issues:

Fault diagnosis/analysis for Supplier's products:

(a) Evaluation of Customer data supplied (including diagnostic information)

(b) Classification of the reported situation as a product issue, user issue or third-party issue

(c) Research in Supplier's Support Knowledge Center

(d) Reproduction of the error situation (if possible)

(e) Coordination with Supplier's product development

Results and/or solutions or workarounds will be provided via one of the following media:

(a) Telephone

(f) Alfabet 's Support Portal

(g) E-mail

(h) Data carriers

4.4 **Remote Diagnosis**: Alfabet Global Support may perform remote diagnosis to facilitate issue analysis. In such case, Alfabet Global Support will access Customer's environment via a Remote Online Diagnostic Tool for purposes of diagnosis and analysis only. Remote access to Customer's environments will occur during Business Hours at the times agreed between the Customer and Alfabet Global Support.

5 **SERVICES OUTSIDE THE SCOPE OF ALFABET 'S MAINTENANCE AND SUPPORT SERVICE**

5.1 **Additional Services**: In addition to the scope of Support and Maintenance Services as defined in these Maintenance and Support Services Conditions and the underlying License and Maintenance Services Terms and Conditions, the Customer may request additional Support and Maintenance Services. Based on availability, such services can be offered as part of a separate service agreement and payment of applicable fees. Further information can be found on Alfabet 's Support Portal.

5.2 **Third Party Materials**: In the event that individual program versions from third party manufacturers that are provided to the Customer in connection with the Software and which are required in order to operate the Software (such as Java virtual machines, applications, frameworks, and databases) ("**Accompanying Programs**") are no longer actively supported by their respective manufacturers, the Supplier shall have no obligation to correct errors occurring in connection with the Accompanying Programs and to respond to incidents reported by the Customer.

6 **END OF MAINTENANCE**

6.1 **Road Map**: The roadmap for the provision of maintenance and support services in respect of Major Versions and Minor Versions is published on Alfabet 's Support Portal. No separate notice will be provided to the Customer who will be responsible for monitoring updates published on Alfabet 's Support Portal. The dates on which maintenance and support services in respect of Major Versions and Minor Versions will be terminated ("**End of Maintenance**") will be published on Alfabet 's Support Portal and may change from time to time.

6.2 **Sustained Support**: Following End of Maintenance, Supplier shall be under no obligation to provide new Fixes but will (for a minimum of 12 months from End of Maintenance) provide web-based and telephone assistance ("**Sustained Support**") to the Customer in respect of the relevant Major Version and/or Minor Version. All fixes available prior to End of Maintenance ("**Available Fixes**") shall continue to be available to the Customer.

6.3 **Beyond Sustained Support**: At the conclusion of Sustained Support, Supplier will (for so long as the Customer continues to take and pay for the relevant maintenance and support service) continue to permit the Customer to access hints and available Fixes only.

6.4 **New Fixes**: Full Support and the supply of new fixes beyond End of Maintenance and Sustained Support may be available at Supplier's discretion for an additional fee – further details about obtaining an End of Maintenance Extension (EME) agreement are available upon request.

7 **CUSTOMER RESPONSIBILITIES**

7.1 **Customer Responsibilities**: The services to be performed are subject to the following conditions:

(a) The Customer entered into a valid software support and maintenance agreement with the Supplier and has fully paid the respective support and maintenance fees.

(b) The Customer entered into a valid License Agreement with Supplier regarding the Software to be supported and has fully paid the respective license fees that are due to payment.

(c) The Software is installed at the Customer's site or any third party's site that is authorized – pursuant to the underlying License and Maintenance Agreement – to operate the Software on Customer's behalf (Outsourcing provider).

(d) The Customer allows remote access for Alfabet Global Support to the Customer environment where Customer is requesting support.

(e) The Customer provides appropriate tools to enable remote access for Alfabet Global Support (e.g. Interactive Problem Control System (IPCS), Time Sharing Option (TSO), Terminal-Emulation, Netviewer etc.).

(f) The Customer establishes appropriate security measures to ensure that Alfabet Global Support's access is restricted to permissible areas.

(g) The Customer has installed the release levels of the Software which are supported at the time the relevant Customer request occurs.

(h) The Customer uses hardware, operating system software and database software that comply with the specifications of the release levels of the Software which are supported at the time the relevant Customer request occurs; the release levels of the Software which are supported at the time the relevant Customer request occurs can be identified on Alfabet 's Support Portal.

(i) The Customer provides Alfabet Global Support with:

• sufficient information and assistance as requested by Alfabet Global Support regarding the Customer's environment (including appropriate computing time) and all necessary information on the error

• specific third party expertise relevant to the Customer's environment, if applicable

• information on any used software tools upon Alfabet Global Support's request

• diagnostic information such as traces, dumps, parameters, etc. upon Alfabet Global Support's request