Exhibit to the Software License and Services Agreement
Description of Support Services

1.   **Definitions.**

"Authorized Contact" means one or more individuals designated by Customer to communicate with and have access to Company's support organization each of whom must be knowledgeable regarding the applicable Software. All interactions with Company regarding support must be made through an Authorized Contact. Company will provide Customer with the information needed by such Authorized Contacts to access Company's customer support website and to submit support requests online. Customer will identify each Authorized Contact to Company initially as well as of any changes to such Authorized Contacts.

"Business Hours" means, depending on the Support Region: 07:00 to 16:00 Philippines time (for the Asia/Pacific region); 08:00 to 17:00 GMT/BST (for the Europe, Middle East, and Africa region); and 09:00 to 18:00 EST/EDT (for the North America region).

"Error Correction" is a type of Update that corrects Errors.

"Error Priority Level" refers to the priority level of each Error in a Customer's production environment. Company categories Errors into one of four classifications as follows.

- "*Priority 1 Error*" is an Error that has a critical business impact meaning that the Error prevents the Software from being used without significant disruption to Customer's primary business operations and with respect to which no workarounds exist that would enable the Software to be so used until corrections can be made. Examples include that a critical application is unavailable, or all users lose access.
- "*Priority 2 Error*" is an Error that is of a severity that does not currently stop Customer's primary business operations but whose consequences could disrupt or result in unavailability of business operations within 24 hours. Examples include that some individuals lose access, that performance is severely degraded or that the Software is still functioning, but slow performance is impacting the efficiency of the business operations.
- "*Priority 3 Error*" is an Error other than a Priority 1 or Priority 2 Error which causes minor operational impact or restricts the use of one or more features of the Software to perform necessary functions but with respect to which a workaround is available.
- "*Priority 4 Error*" is an Error that is non-critical and which is not a Priority 1, Priority 2 or Priority 3 Error.

"Progress Report" is the update provided by Company to Customer via the issue reporting system, by phone or by email with respect to each request for support regarding a Priority 1, Priority 2, or Priority 3 Error.

"Target Initial Response Time" refers to the elapsed time beginning when Company is notified of a suspected Error logged by Customer through Company's issue reporting system and ending when Customer acknowledges receipt of the suspected Error report.

"Target Resolution Time" refers to the target elapsed time beginning when Company is notified of a request for support regarding a suspected Error as logged by Customer through Company's issue reporting system and ending when Company makes a solution available (for example, by remedying the Error or providing a workaround) or has notified Customer that no further action will be taken per the terms of the Agreement and this Exhibit.

2.   **Support Services Generally.**

    a. **Support Community**. Company maintains a "self-service" database which contains responses to frequently asked questions, a knowledge base of product information, example configurations, known issues, and maintenance downloads.

    b. **Provision of Updates**. Company routinely modifies and enhances the Software for the purpose of correcting Errors, and to make available new releases and new versions of the Software. While Customer purchases Support Services and provided Customer is not in breach of its obligations under this Agreement, Company will make Updates available to Customer electronically. Customer agrees to maintain both an email address, and a method and means to download Updates from Company. Company will use this email address to notify Customer regarding Updates to the Software. Customer should promptly install Updates to maintain the Software at the most current revision level.

3.   **Software Error Reporting and Resolution.**

    a. **Initiating Support Requests with respect to Errors**. When an Error is identified, Customer will initiate requests for Support Services in accordance with Company's procedures. Customer agrees:

        i.   that all inquiries to Company by Customer must be made by an Authorized Contact;

        ii.   to enter details regarding the Error into Company's issue reporting system. Details include the respects in which the Software fails to perform (including, for example, data, scripts, and usage patterns that cause the malfunction to occur), the circumstances under which such Error becomes apparent, and resolution activities undertaken by Customer and the results of those activities, etc.;

        iii.   at Company's request, to reproduce the Error on equipment and software under Customer's direct control. Company recommends that an isolated development environment be replicated outside of the production environment in order to test Updates prior to making modifications to the live production environment;

        iv.   if needed, to provide Company with remote access to Customer's system via a mutually-agreed-upon method for the purpose of remote diagnostics; and

        v.   to promptly install fixes, work arounds, and other Error Corrections when made available.

    b. **Company Obligations**

i.   Error Resolution. Resolution of submitted issues with the Software will depend upon a complete understanding of the variables unique to each situation with both Company and Customer working together to identify and resolve the issue. Company reserves the right to lower the Error Priority Level based on additional information provided by Customer or uncovered during the resolution process. In addition, if, in Company's judgment, the reported Error is, in fact, not an Error, Company will so inform Customer. If Customer disagrees with either determination, Company and Customer will work together to resolve such difference.

Target Response and Resolution Times

Error Priority Level	Target Initial Response Time[1]	Progress Report	Target Resolution Time[2]	Coverage Hours
Priority 1 Error	30 minutes	1 hour	4 hours	24/7
Priority 2 Error	1 hour	4 hours	8 hours	24/7
Priority 3 Error	Next business day	Typically, on a weekly basis	2 weeks for a work around; code changes targeted for release in a future Update	Business hours
Priority 4 Error	Next business day	None	By arrangement[3]	Business hours

[1]   *Target Initial Response Times are goals and not commitments or guarantee.*
[2]   *Since Errors may not be resolvable within a specific timeframe due to complexity of the solution and other factors, Target Resolution Times are goals and not commitments or guarantees that any particular Error will be resolved within the Target Resolution Time. In addition, the Target Resolution Time does not include any time spent waiting for a response from Customer.*
[3]   *While there's no guarantee of resolution, Company and Customer will discuss Customer concerns regarding the impact of a Priority 4 Error on its business operations. If it is resolved, the Error Correction will be targeted for release in a future Update.*

ii.   Support Services Generally. Customer acknowledges that Company provides Support Services remotely from Company's offices in the United States, United Kingdom, Australia, Philippines, United Arab Emirates, New Zealand, and at other locations chosen exclusively by Company. Customer acknowledges that the provision of Company Support and other services will necessitate the transfer of data by Company to, and the processing of that data by, its staff in those offices, and Customer hereby consents to Company transferring and processing that data. Company makes onsite service at a Customer's location available on a time-and-materials basis at Company's current rates and availability (and payment of Company's travel and related expenses).

4.   **Conditions and Limitations of Services**.
a. **Problems Caused by Misuse of Software, Modifications to the Software, and Other Issues**. Customer will pay Company on a time-and-materials basis at Company's consulting rates for work performed by Company or any of its agents to investigate a malfunction or defect that Company, using commercially reasonably judgment, (i) determines to have been caused by a modification to the Software not made or authorized by Company or by an error in Customer's use of the Software; (ii) determines to arise only when the Software is used in a manner other than that for which it was intended or as a consequence of Customer's failure to install Updates within a reasonable timeframe; or (iii) otherwise believes not to be due to an Error in the Software. Customer will also pay for support provided for problems resulting from the failure to implement solutions, error corrections, new versions, and other improvements to the Software.
b. **Coverage Hours**. Company makes Support Services available to Customer's Authorized Contacts during normal business hours in Customer's time zone. In addition, Company will assist the Authorized Contacts outside of these hours on a 24 x 7 x 365 basis with respect to Priority 1 Errors and Priority 2 Errors. However, if Company assists Customer outside of these hours for an Error which is not a Priority 1 or 2 Error, Customer agrees to pay for such support at on a time-and-materials basis at Company's current rates.
c. **Access to Customer's Facilities**. Customer may need to supply Company with access to and use of all information and facilities reasonably necessary for Company to render these services, subject to any security requirements or other company procedures of Customer. Resolving some product issues may require Company to remotely access the Software. If Company is not permitted or is unable to do so, Customer may experience slower resolution times or higher costs, and Company's ability to resolve a problem may be inhibited.
d. **Backup Procedures**. Customer is responsible for maintaining procedures external to the Software for reconstruction of lost or altered files, data, or programs to the extent it deems necessary, and for actually reconstructing any lost or altered files, data, or programs.