

Support Policy

Attunity Replicate, Compose, AEM and Visibility

This Support Policy ("Policy") describes maintenance and support services for Attunity Replicate, Compose, AEM and Visibility products only. All maintenance and support services are subject to payment of applicable fees.

1. Definitions

1.1 "Error", as used herein, shall mean a material deviation between the Licensed Software and the description thereof contained in the User Documentation.

1.2 "Fix" means a change to the Licensed Software, which may be a replacement module, special program or documentation change which includes both the relevant software changes as well as documentation necessary to implement it.

1.3 "Version ID" means a Version Release (as defined below) identification code. Version ID enables ATTUNITY to identify the Version Release for maintenance and support and is coded in the following form: X.Y.Z.

1.4 "Version Release" means with respect to the Licensed Software, or any part thereof, a new version that includes new functions or improvements to the performance of the Licensed Software, which are generally made available by ATTUNITY to its customers under its Maintenance and Support Services. A Version Release may include, in ATTUNITY's discretion, new features, enhancements as well as bug fixes and may be, at ATTUNITY's discretion, in the following forms:

1.4.1 "Major Release": A full Version Release usually includes significant enhancements to the Licensed Software and is identified by the first digit of the Version ID - X.Y.Z., where X is defined as the Major Release. Examples are Version 2.1.0 (Major release 2), Version 3.4.2 (Major release 3), etc.

1.4.2 "Minor Release": A full or partial Version Release which includes enhancements to the Licensed Software as well as bug fixes and which is identified by the second digit of the Version ID - X.Y.Z., where Y is defined as the Minor Release. Examples are Version 3.4.2 (Minor release 4), Version 4.5.3 (Minor release 5).

1.4.3 "Maintenance Release": A full or partial Version Release which includes roll up of bug fixes and which is identified by the third digit of the Version ID X.Y.Z., where Z is defined as the Maintenance Release. Examples version 4.6.1 (maintenance release 1), version 4.8.3 (maintenance release 3).

1.4.4 "Service Pack Release": Usually a partial Version Release which provides an interim solution for emergency bug fixes. Emergency bug fixes are systematically rolled-up into Maintenance Releases.

1.5 "Work Around" means a set of procedures that a user follows to circumvent or mitigate the impact of the error.

2. Maintenance and Support Services

Maintenance and Support Services shall consist of (a) Error Corrections (as set forth in Section 2.1 below), (b) Version Releases and User Documentation updates, and (c) Maintenance and support for the supported Version Release detailed in Section 2.3 below, which are generally made available at no additional cost by ATTUNITY to its customers.

2.1 **Error Corrections.** ATTUNITY shall correct, as soon as is practicable and at least within the time periods stated in Section 4, any Error in the Licensed Software that is reported to ATTUNITY by LICENSEE. A failure of the Licensed Software to function properly due

to: (i) changes made by LICENSEE in or to the Licensed Software or (ii) the failure of LICENSEE's procedures or computer environment or application products in which the Licensed Software is used by LICENSEE to conform with the procedures or computer environment specified in the User Documentation, or any of the circumstances set forth in Section 6.1(i)-(iii) of the Agreement - does not constitute an Error. If LICENSEE desires to have such failure corrected, LICENSEE shall pay ATTUNITY, at ATTUNITY's customary billing rates, for time and expenses incurred in performing such correction.

2.2 **Version Releases and User Documentation Updates.** ATTUNITY shall notify LICENSEE of Version Releases and User Documentation updates from time to time during the Initial Term or Renewal Term, as applicable, if and when ATTUNITY makes them generally available. LICENSEE is expected to educate itself about Version Releases from the support section of ATTUNITY's World Wide Web site located at <http://www.attunity.com/attunity-services-support>. LICENSEE may request shipment of media, in which case, shipping charges will apply. It is LICENSEE's responsibility to verify that the new update or release conforms with the implementation or application using the Licensed Software. Upon LICENSEE's request and ATTUNITY's written agreement, ATTUNITY may assist in the verification effort or provide other on-site assistance subject to availability, at ATTUNITY's then current rates.

2.3 **Maintenance for Supported Versions.** ATTUNITY shall provide Maintenance and Support Services for three (3) Version Releases, as follows:

2.3.1 When the current Version Release does *not* have a minor release (i.e. x.0), then ATTUNITY shall support:

- The current Version Release (1), and
- the last two (2) Minor Releases of the previous Major Release.

When the Minor Release Version *does* have a minor release, for example. X.1, then ATTUNITY shall support:

- the last two (2) Minor Releases of the current Major Release, and
- the last one (1) Minor Release of the previous Major Release.

For each Minor Release, only the latest Maintenance Release (e.g. 6.1.2 where "2" is the last Maintenance Release) will be supported.

2.4 ATTUNITY's Maintenance and Support Services only include support services for Licensed Software operated under or on third party operating systems, databases, data sources, network software and client applications that are supported by the related product vendors, and are provided in accordance with ATTUNITY's support matrixes, as may be updated from time to time.

2.5 ATTUNITY's Maintenance and Support Services do not include a guarantee of the reliability of bug fixes, patches, or new revisions of software, nor does it include services such as assistance in program design, consultation services, or debugging of non-ATTUNITY software. Such non-standard services may be available from ATTUNITY, subject to availability at ATTUNITY's then current rates.

2.6 ATTUNITY's Maintenance and Support Services do not include on-site or remote installation of the Licensed Software Version Releases or any other on-site or remote assistance. LICENSEE shall install the

Version Releases provided by ATTUNITY, using the Licensed Software and accept full responsibility for such installations. If set forth in the applicable Schedule, ATTUNITY may install Version Releases, or provide other on-site assistance subject to availability, at ATTUNITY's then current rates.

3. Problem Reporting Systems

3.1 LICENSEE may open a problem report case using ATTUNITY's Salesforce Web tool <https://attunity.force.com/login>. (See guidance in <http://www.attunity.com/attunity-services-support>)

3.2 LICENSEE shall appoint one primary and one backup on-site technical contact, listed in the Agreement as liaisons with ATTUNITY for telephone support. These contacts shall be the primary liaison between ATTUNITY and the LICENSEE for all Maintenance and Support services and must be trained by ATTUNITY within forth-five (45) days from the Effective Date as set forth in the applicable Schedule.

3.3 ATTUNITY shall provide LICENSEE with access to ATTUNITY's online portal for reporting support issues.

3.4 Support issues will be submitted according to the following definition of content and severity. Each support issue should report only one problem at a time to ensure separate tracking of unrelated problems.

The support issue should include at least the following information:

1. Unique identification number (provided by ATTUNITY).
2. Severity code, ranging from 1 to 4, as defined in Section 3.8.
3. The failed component.
4. Detailed description of the problem.
5. Input, output and/or other information helpful to reproducing the problem.
6. Expected vs. actual result.
7. Additional information or special circumstances.
8. ATTUNITY product trace files or logs.

3.5 The support issue severity code represents the impact of the problem on LICENSEE's production environment. In submitting the support issue, LICENSEE shall provide the reason for its evaluation of the severity level in the description of the problem. The support issue severity shall be agreed between LICENSEE and ATTUNITY and the issue severity code shall be defined as follows:

- Severity 1 (P1) issues: A Licensed Software major function is not operating due to an Error causing production system hangs indefinitely or causes unacceptable or indefinite delays of resources or response and normal (production) business activity cannot continue.
- Severity 2 (P2) issues: A Licensed Software major function is not operating due to an Error pursuant to which operation can continue in a restricted fashion.
- Severity 3 (P3) issues: A Licensed Software function is not operating due to an Error that causes minor loss of service. The issue is an inconvenience when using a specific feature.
- Severity 4 (P4) issues: A Licensed Software function is not operating due to an Error that causes no loss of service. The results are minor errors, incorrect behaviors or a documentation error that does not impede the operation of the system.

3.6 LICENSEE shall: (a) before forwarding a support issue to ATTUNITY, check that it is not a duplicate; (b) provide ATTUNITY with the standard support issue content information as defined in Section 3.4 as well as other information and/or test data so that ATTUNITY is able to reproduce the problem at ATTUNITY's facilities. If ATTUNITY is unable to reproduce the problem, or the solution involves modifying internal

ATTUNITY software configuration parameters, ATTUNITY may request permission for a support staff member or ATTUNITY developer to enter into a WebEx or similar connection, so that ATTUNITY personnel view the user's computer screen. A request for a remote connection will come only after other options are explored.

3.7 ATTUNITY shall: (a) acknowledge receipt of a support case at <https://attunity.force.com/login> within 60 minutes for all severity codes; and (b) assign technical resources to diagnose and correct reported problems based upon availability of such resources and upon severity code of the support issue.

3.8 ATTUNITY will provide a solution and a resolution to support issues according to time windows as a function of the severity code as further detailed in the table below. The time windows define the range of the maximum number of business days before ATTUNITY provides the designated solution or resolution, as applicable, to LICENSEE. Unless otherwise agreed to in writing by the parties hereto, if a support issue arrives outside of ATTUNITY's normal business hours the response time window will begin at the start of the next business day. The solution and resolution time window begins when a support issue with reproducible results has been acknowledged by ATTUNITY. If insufficient information to reproduce the results is received, ATTUNITY will notify LICENSEE and the status of the support issue will be shown as waiting until additional information is received.

SEVERITY CODE	ESTIMATED SOLUTION	ESTIMATED FINAL RESOLUTION
P1*	Continuous efforts during ATTUNITY's business hours for Standard Support and on a 24 hour basis for Premium Support) and within seven (7) days: Error solution Fix (Service Pack Release or Work Around)	Integration of Fix into next Minor or Major Release
P2	Twenty (20) days: Error Fix (Work Around supplied, enhancement request or bug acknowledgment)	Integration of Fix into next Minor or Major Release
P3	Forty-five (45) days: Workaround supplied, enhancement request or bug acknowledgment	Optional integration of Fix into a future release
P4		Optional Integration

* P1: Timely estimated solution is subject to LICENSEE maintaining at least one test server simulating Licensed Software production environment in order to recreate the issue and identify causes.

5. Termination and Reinstatement of Maintenance and Support Services

5.1 LICENSEE may not elect to purchase or renew Maintenance and Support Services for only a portion of the Licensed Software. After the Initial Term as defined in the Schedule, if LICENSEE elects to not purchase or renew additional Maintenance and Support Services and at a later point wishes to reinstate Maintenance and Support Services for the Licensed Software, and provided that the LICENSEE's Licensed Software version is then supported by ATTUNITY in accordance with Section 2.3 above, LICENSEE shall pay retroactively all Maintenance and Support Services fees accrued during the period starting from the end of the initial term through the date of such request. In addition, LICENSEE shall pay a reinstatement fee of twenty-five percent (25%) of the accrued Maintenance and Support fees due as set forth above.