

## Attunity Gold Client Support Policy

This Support Policy ("Policy") describes maintenance and support services for Attunity Gold Client only. All maintenance and support services are subject to payment of applicable fees.

**1. Summary.** The Maintenance and Support Services include the following general services:

(a) Licensed Software Updates and Upgrades: Delivery, installation and implementation assistance of Updates and patches of the Licensed Software.

(b) Licensed Software Framework Updates: In the event of SAP application upgrades, framework updates include new framework for the appropriate SAP application version and framework customization as required.

(c) 24x7 Technical Support: Phone, email and on-line technical support of Licensed Software.

(d) Remote Consulting: Up to eight (8) hours annually for project planning relating to application and/or feasibility of the Licensed Software. Unused consulting hours may not carry over into subsequent Renewal Terms.

(e) On-site Consulting: Two (2) days annually specific to review/update Licensed Software procedures, training of new personnel in the use of the Licensed Software, refresher for personnel or new functionality training. Unused consulting days may not carry over into subsequent Renewal Terms and days must be utilized consecutively. Reasonable travel related expenses shall be borne by Licensee.

### 2. Definitions:

(a) "Business Day" shall mean all weekdays, Monday through Friday, except all federal holidays.

(b) "Error" shall mean any error, defect, malfunction or problem that causes the Licensed Software to fail to substantially conform to or substantially perform in accordance with the Documentation.

(c) "Fix" shall mean the repair or replacement of object or executable code of the Licensed Software to remedy the applicable Error so that the Licensed Software complies and performs in accordance with the User Documentation.

(d) "Hardware" shall mean the hardware and other equipment comprising the system on which the Licensed Software is installed, including personal computers, furniture and housings.

(e) "Level 1 Non-Conformance" shall mean an Error which causes the Licensed Software or a major component thereof to stop, which renders the Licensed Software or major component thereof otherwise unsafe or unusable or which results in data corruption.

(f) "Level 2 Non-Conformance" shall mean an Error which causes a material degradation in the performance of the Licensed Software or causes a material restriction of LICENSEE's use of the Licensed Software.

(g) "Level 3 Non-Conformance" shall mean an Error which causes a minor degradation in the performance of the Licensed Software or causes a minor restriction of LICENSEE's use of the Licensed Software.

(h) "Workaround" shall mean a change in the procedures followed or data supplied by LICENSEE to avoid an Error without

substantially impairing LICENSEE's access to or use of the Licensed Software.

(i) "Update" shall mean Fix(es), patches and other Error corrections or minor enhancements of the Licensed Software made generally available from time-to-time by ATTUNITY to its customers who are receiving Maintenance and Support Services from ATTUNITY. An Update typically is identified by a change in a number to the right of the first decimal point in the Licensed Software's version number (e.g. 6.0 to 6.1 or 6.1.1).

(j) "Upgrade" shall mean a new release or version of the Licensed Software made generally available from time-to-time by ATTUNITY to its customers who are receiving Maintenance and Support Services from ATTUNITY. An Upgrade typically is identified by a change in a number to the left of the first decimal point in the Licensed Software's version number (e.g. 6.0 to 7.0).

**3. Updates, Upgrades and Workarounds:** During the Initial Term and the Renewal Terms, as applicable, ATTUNITY shall furnish to LICENSEE all Updates, Upgrades, and Workarounds of the Licensed Software appropriate to (but not including enhancements or upgrades that add additional modules with added functionality which are made available as options and not marketed as standard features of the Licensed Software) LICENSEE's SAP version upon same becoming commercial available from ATTUNITY. For the sake of clarity, upon delivery and installation of such Updates, Upgrades and/or Workarounds, such Updates, Upgrades and/or Workarounds shall be considered and deemed to be part of the Licensed Software under the License.

**4. Support:** During the Initial Term or Renewal Term, as applicable, ATTUNITY shall provide to LICENSEE Maintenance and Support Services as provided for herein. LICENSEE shall designate one (1) individual (hereinafter "Liaison") who will convey LICENSEE's questions or any alleged problems, defects or malfunctions specifically regarding and related to the operation of the Licensed Software (hereinafter and collectively "Problem") to ATTUNITY. LICENSEE shall inform ATTUNITY of the name of Liaison within ten (10) days of the Effective Date. The Liaison will be informed of, by ATTUNITY, and have the ability to access, the latest Updates and Upgrades to the Licensed Software. LICENSEE may from time-to-time replace or substitute any of its Liaisons by providing written notice to ATTUNITY. The Liaison shall have access to ATTUNITY's Maintenance and Support Services twenty-four (24) hours a day seven (7) days a week. 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>.

**5. Non-Conformance Notice and Resolution.** If LICENSEE discovers any programming error as the result of which any Licensed Software does not perform substantially in accordance with the User Documentation, the LICENSEE may give notice (a "Notice of Non-Conformance") to ATTUNITY at any time.

(a) In the case of a Level 1 Non-Conformance, ATTUNITY shall acknowledge receipt of a Notice of Non-Conformance, communicate the status of the problem and provide a plan for resolution to LICENSEE within one-half business day. ATTUNITY shall apply continuous effort to resolve such Level 1 Non-Conformance, shall provide status updates to the LICENSEE on a regular basis, and ATTUNITY shall communicate a plan for resolution to LICENSEE. ATTUNITY shall use reasonable commercial efforts to provide LICENSEE with a Workaround and Fix for

the particular Level 1 Non-Conformance within three (3) business days of ATTUNITY receipt of Notice of Non-Conformance from LICENSEE.

(b) In the case of a Level 2 Non-Conformance, ATTUNITY shall acknowledge receipt of a Notice of Non-Conformance, communicate the status of the problem and provide a plan for resolution to LICENSEE within one (1) business day. ATTUNITY shall apply a sustained, scheduled effort to resolve such Level 2 Non-Conformance and shall provide status updates to the LICENSEE on a regular basis. ATTUNITY shall use reasonable commercial efforts to provide LICENSEE with a Workaround and Fix for the particular Level 2 Non-Conformance within five (5) Business Days of ATTUNITY receipt of Notice of Non-Conformance from LICENSEE.

(c) In the case of a Level 3 Non-Conformance, ATTUNITY shall acknowledge receipt of a Notice of Non-Conformance, communicate the status of the problem and provide a plan for resolution to LICENSEE within two (2) business days of ATTUNITY receipt of Notice of Non-Conformance from LICENSEE. ATTUNITY shall apply a sustained, scheduled effort to resolve such Level 3 Non-Conformance, shall provide status updates to the LICENSEE on a regular basis, and ATTUNITY shall communicate a plan for resolution to LICENSEE. ATTUNITY shall use reasonable commercial efforts to provide LICENSEE with a Workaround and Fix for the particular Level 3 Non-Conformance within seven (7) business days of ATTUNITY receipt of Notice of Non-Conformance from LICENSEE. Only upon providing LICENSEE with an appropriate Workaround or Fix shall ATTUNITY queue such Level 3 Non-Conformance for inclusion in a future release.

(d) ATTUNITY and LICENSEE shall in good faith endeavor to mutually agree on whether a particular Error is a Level 1 Non-Conformance, Level 2 Non-Conformance or Level 3 Non-Conformance. Evaluation criteria in such determination will include the number of users affected, work availability and practicality, risk and frustration factors and the impact on other areas of the Licensed Software. Non-Conformance resolution will generally involve the following steps:

(i) LICENSEE will provide ATTUNITY with information of the Non-Conformance, including a problem report explaining the Non-Conformance in detail and how the Non-Conformance was replicated on LICENSEE's system if appropriate under the circumstances and agreed to by LICENSEE;

(ii) ATTUNITY will recreate and isolate the Non-Conformance and provide a Workaround to LICENSEE;

(iii) ATTUNITY will write, test and deliver a Fix to LICENSEE; and

(iv) LICENSEE will install the Fix according to installation instructions provided by ATTUNITY and agreed to by LICENSEE.

To the extent required maintenance cannot be provided by remote diagnostic service as reasonably determined by ATTUNITY, ATTUNITY shall provide maintenance at LICENSEE's site at times mutually agreeable to ATTUNITY and LICENSEE. Travel expenses shall be paid by LICENSEE in accordance with the Agreement.

**6. LICENSEE Responsibilities:** LICENSEE, where appropriate, shall use reasonable efforts to provide to ATTUNITY the following regarding any Notice of Non-Conformance:

(a) Remote access capability for use in diagnostic procedures;

(b) Specifics in the way in which the Licensed Software in question does not substantially perform in accordance with the User Documentation; and

(c) Promptly implement all Updates, provided by ATTUNITY under the Agreement.

## **7. Service Limitations.**

(a) ATTUNITY shall not be required to correct any Non-Conformance caused by: (i) any use or operation of the Licensed Software in a manner that is inconsistent with the User Documentation or the Agreement; or (ii) any failure to properly maintain any third-party software or hardware; or (iii) any attempts by persons other than ATTUNITY to repair, maintain or modify the Licensed Software.

(b) ATTUNITY shall not be required to maintain the configuration of the environment or the Licensed Software after the initial installation as specified in the License.

(c) ATTUNITY shall not be required to maintain any LICENSEE written applications, pre-release programs or non-current releases of the Licensed Software.

(d) ATTUNITY shall not be required to maintain any third-party software and/or software provided by hardware manufacturers.

(e) ATTUNITY shall not be required to provide service when, in the reasonable opinion of ATTUNITY, conditions at LICENSEE's site represent a hazard to the safety or health of any employee or agent designated by ATTUNITY.

**8. Problems Unrelated to Licensed Software:** If any problem conveyed to ATTUNITY by LICENSEE is, as reasonably determined by ATTUNITY, unrelated to the Licensed Software, ATTUNITY shall so inform LICENSEE. If LICENSEE desires ATTUNITY's assistance with any such problem and ATTUNITY agrees to provide assistance to LICENSEE, the parties shall agree in writing to such services in the form of a separate Schedule.

**9. Additional Services.** If LICENSEE desires additional services such as the monitoring and tuning of the environment, the monitoring and tuning of the software, installation of software updates, design, programming, installation, or other software or computer related services LICENSEE may request ATTUNITY to provide such services. If ATTUNITY agrees to provide such services, the parties shall agree in writing to such services in the form of a separate Schedule.

**10. Effect of Termination:** Upon the termination of the Initial Term or Renewal Term, as applicable. ATTUNITY shall have no obligation to furnish any Maintenance and Support Services to LICENSEE and LICENSEE shall no longer be entitled to Updates or Upgrades.

## **11. Licensee Obligations.**

LICENSEE shall use its commercially reasonable efforts to ensure that LICENSEE's employees, consultants and sub-contractors will not unreasonably interfere with ATTUNITY's performance of the Services. ATTUNITY will not be responsible for any delays or problems arising from interference or delays caused by LICENSEE staff or vendors. LICENSEE will be solely responsible for any additional fees and hourly rates for services and associated fees incurred as a result of such interference or delays. LICENSEE agrees to be responsible for the following:

(a) Providing appropriate dial-in, network, server and application access (Secure ID cards, network ids, logins etc.).

(b) Providing a single point of contact for administration of the Agreement ("Coordinator"). Coordinator will meet with ATTUNITY weekly during periods of delivery of Services to review and approve delivery of Services under the Agreement. Coordinator will provide final direction to ATTUNITY regarding approach and delivery of Services under the Agreement.

(c) Providing adequate facilities for the SAP server equipment.

(d) The relationship with its 3rd party hardware and software vendors

(i.e. purchasing, contracts, and service).

(e) Making its employee's reasonably available to assist with SAP and Database support tasks.

(f) Providing physical access to its facilities as reasonably needed for ATTUNITY to deliver Services.

(g) Identifying at least one (1) Technical Team Leader from the SAP Basis area who will receive and resolve problems related to the implementation of the Licensed Software reported to the ATTUNITY's Licensed Software Engineer.

(h) Identifying at least one (1) Functional Team Leader from each SAP

Functional area who will receive and resolve functional problems related to the implementation of the Licensed Software reported to the ATTUNITY's technical team.

(i) As necessary outside of the United States, LICENSEE will provide at LICENSEE's expense, a professional translator to translate communications between LICENSEE's Personnel and ATTUNITY and ATTUNITY's employees and/or consultants.