

# Cristie Maintenance and Support

**RECOVER****PROTECT****MOVE****HOT STANDBY**

**This document states the terms and conditions under which Cristie maintenance and support (“Maintenance/Support”) will be delivered to you for the CBMR, TBMR, NBMR, ABMR and SBMR software programs licensed to you (“Licensed Software”) under your license agreement.**

By ordering and using Cristie Maintenance/Support, you (“Customer”) acknowledge that such services and deliverables are made available subject to Cristie’s then-current Technical Services Support Policy and the terms and conditions specified herein and as varied from time to time. Your use of Cristie’s software programs shall be in accordance with the end user license agreement made available with the Cristie software programs (“EULA”). Your use of Cristie’s software programs and your use of Cristie Maintenance/Support shall be deemed your acceptance of the applicable Cristie terms and conditions for Maintenance/Support and the Support Policy.

The Maintenance/Support deliverables consist of the following, subject to the then-current Cristie Support Policy:

## Cristie Support

- UK Telephone Support - Access to Cristie telephone support from 9 am to 10 pm during the normal working week in the UK. Cristie shall assist in problem resolution, pursuant to then-current Cristie processes during such UK support hours only.
- Maintenance - Licensed Software Bug Fixes, Patches and other Licensed Software updates Cristie makes available to current subscribers of Maintenance/Support.
- Email Support - Access to Cristie’s Technical Support Team at [support@cristie.com](mailto:support@cristie.com).
- 24x7 Telephone Support - Access to Cristie telephone support and problem resolution on a 24x7 basis (Severity 1 only).

## Remote Accessibility

At Customer’s request and/or subject to Customer’s consent, Cristie may make available Maintenance/Support services involving remote access of Customer’s computer system to perform diagnostic and troubleshooting in connection with Licensed Software. Such remote access would be subject to the terms of the Support Policy, including, without limitation, the warranty provisions and limitations of liability provisions therein, as may be supplemented by Cristie’s then-current specific terms governing Cristie remote diagnostic and troubleshooting services which are agreed to by Customer prior to such remote access.



## Named Callers

Customer may designate up to four (4) individuals, to act as liaisons with Cristie Technical Services staff ("Named Callers"). Customer must notify Cristie of any Named Caller information changes by sending notice to the appropriate Cristie email address or fax number indicated below. Customer may add additional Named Caller(s), by paying the applicable fee in effect at the time. Named Callers shall have a thorough understanding of the Licensed Software for which they are the named contact(s).

## Acknowledgement of Use of Personal Data

Customer recognizes that Cristie will require Customer to supply certain personal data (such as names, telephone numbers, e-mail addresses), in order for Cristie to provide Maintenance/Support and to keep Customer apprised of support and product updates. By providing such personal data, Customer consents to Cristie using this personal data for the purposes described above.

CBMR, TBMR, NBMR, ABMR and SBMR are trademarks of Cristie Software Ltd. The Ready for IBM Tivoli Mark and the Tivoli and TSM trademarks are registered to IBM Corp and are used only to indicate compatibility or integration with those products



# Technical Services Support Policy

## 1.0 OVERVIEW

This Technical Services Support Policy defines the specific areas of service, support obligations, and severity levels provided by Cristie in consideration of Customer's payment of the applicable annual support fees. Customer must pay the applicable annual support fees to be eligible for the following services. Cristie may amend the terms of this Technical Services Support Policy from time to time, in its sole discretion.

## 2.0 DEFINITIONS

- 2.1 "Case" shall mean a trouble ticket within Cristie's Problem tracking system.
- 2.2 "Customer" shall mean the end user person(s) or entity properly licensed to use the Licensed Software.
- 2.3 "Documentation" shall mean a functional description of the Licensed Software, directions for installation, and any other explanatory material provided by Cristie that are necessary for a Customer to perform the functions of the Licensed Software.
- 2.4 "Level 1 Support" shall mean the services provided by Cristie in response to a Customer's initial notification of a suspected Problem. These services include, but may not be limited to, entitlement verification, and call logging.
- 2.5 "Level 2 Support" shall mean technical support provided by Cristie for detailed installation, configuration information, compatibility information, Problem isolation, troubleshooting, and Problem duplication of Licensed Software with the intent to resolve Customer's Problem.
- 2.6 "Level 3 Support" shall mean technical support by Cristie for Level 2 escalations to resolve problems in the Licensed Software that are determined to be, or are likely to be, the result of a design or implementation defect.
- 2.7 "Licensed Software" shall mean the software products licensed by Customer from Cristie under the terms of a software license agreement.
- 2.8 "Normal Support" shall mean provision of support by a Cristie Technical Services Engineer and appropriate engineering resources to provide fixes and error correction during the life cycle of the Licensed Software.
- 2.9 "Partial Support" shall mean provision of support by a Cristie Technical Services Engineer through means of known Workarounds, technical knowledge base, and/or existing Fixes.
- 2.10 "Patches and Bug Fixes" or "Fix" shall mean any change made by Cristie to the Licensed Software, including changes made for purposes of maintaining



operating system compatibility, error correction and bug fixes and workarounds that establish or restore substantial conformity with the applicable published Documentation for the Licensed Software.

- 2.11 "Problem" shall mean an instance where Licensed Software does not substantially conform to the published Documentation delivered as part of the Licensed Software.
- 2.12 "Release" shall mean the addition by Cristie of a previously not included function or feature to the Licensed Software (designated sequentially by Cristie as "Release 1.1", "Release 1.2", etc).
- 2.13 "Version" shall mean the addition by Cristie of a function or feature of the Licensed Software, or any change made by Cristie to the Licensed Software, including all Patches and Bug Fixes made to the Licensed Software since the last Version.
- 2.14 "Update" shall mean any change to the Licensed Software, Documentation or a component thereof that incorporates Fixes since the last version.
- 2.15 "Workaround" shall mean a temporary resolution to Customer's Problem.

### **3.0 TERMS OF SUPPORT**

- 3.1 Customers who maintain a current support contract are eligible for Patches and Bug Fixes to the Licensed Software and Documentation Updates, as well as new Releases and Versions of the Licensed Software, as they are made commercially available. Customers may subscribe to e-mail notification for Patches and Bug Fixes and new Releases and Versions for Licensed Software.
- 3.2 Cristie will only support a Version of the Licensed Software for a period of 24 months following the release of a subsequent Version and will not at any time support more than two (2) prior Versions . For 12 months after the release of a subsequent Version, Cristie will provide Normal Support for the previous version of the Licensed Software and for the second 12 months, Cristie will provide Normal Support for Severity 1 and Severity 2 issues and Partial Support for Severity 3 and Severity 4 issues. Additionally, Cristie will make a reasonable effort to provide Partial Support for Years 3 through 5 or as otherwise governed by local laws.
- 3.3 Technical support is limited to supporting components that are approved and certified by Cristie. These components include, but may not be limited to, operating system levels, firmware levels, devices, device drivers, and applications.
- 3.4 If it is determined that a Problem is the result of the end-user's misuse of the Licensed Software or otherwise unrelated to the Licensed Software, Cristie shall not be required to provide any further support whatsoever.



## 4.0 SUPPORT OBLIGATIONS

- 4.1 Cristie Technical Services Support staff will log and track all Customer assistance requests and responses as follows:
- 4.2 Initial calls into a Technical Service Centre will be: (i) serviced by a Level 1 Technical Services employee within sixty (60) minutes or placed directly into a Level 2 Support queue, (ii) logged into the call tracking system, (iii) assigned a Case number and a severity level in accordance with the criteria set forth in the description below. The initial response may be answered in English however Cristie will provide a reasonable effort to accommodate major non-English speaking requirements. Cristie Level 2 Support will respond to a Customer's call within the periods specified in the assigned severity level as described below. Escalation will occur to a Level 3 Technical Services Engineer if both Level 1 and Level 2 support resources have been exhausted. Cristie, with Customer consultation, has the right to adjust the severity level.
- 4.3 Customer may be requested to be available for Problem resolution activities. Customer shall provide all information required by Cristie to reproduce and/or resolve a Problem (including, without limitation, log files, collecting configuration information, capturing error messages, Releases or Versions). Cristie Technical Services will log and track all Customer assistance requests and responses in its database. Customer may contact Cristie Technical Services to track the progress of their Case at any time.

### 4.4 Severity 1

- 4.4.1 Definition - A Problem has been identified that makes the continued use of one or more functions impossible (or severely restricted) on a critical system and prevents Customer from continued operation or severely risks critical business operations. The Problem may cause loss of data and/or restrict data availability and/or cause significant financial impact to the Customer.
- 4.4.2 Response Time - A Technical Services Engineer will respond to a Customer call within two (2) hours of a Customer Problem report.
- 4.4.3 Start Time for Resolution - Upon receipt of the Problem report and a Technical Services Engineer's initial contact with Customer, Cristie will commence an immediate effort to verify and resolve the reported Problem and provide continuous effort by the appropriate Technical Services Engineer and/or a development level engineer to arrive at a Fix. Customer shall promptly provide all reasonable information deemed necessary by Cristie to resolve the Problem.



## 4.5 Severity 2

- 4.5.1 Definition - A Problem has been identified that severely affects or restricts major functionality. The Problem is of a time sensitive nature and important to long-term productivity but is not causing an immediate work stoppage. No Workaround is available and operation can continue in a restricted fashion.
- 4.5.2 Response Time - A Technical Services Engineer will respond to a Customer call within twelve (12) hours of a Customer Problem report.
- 4.5.3 Start Time for Resolution - Upon receipt of the Problem report and a Technical Services Engineer's initial contact with Customer, Cristie will commence an immediate effort to verify, diagnose and replicate the reported Problem. Cristie will use reasonable efforts to provide Customer with a Fix within ten (10) days of receipt of the Problem. The Problem report shall include all reasonable information deemed necessary by Cristie to resolve the Problem.

## 4.6 Severity 3

- 4.6.1 Definition - (i) A minor Problem that does not have major affect on business operations. (ii) A major Problem for which a Customer acceptable Workaround exists.
- 4.6.2 Response Time - A Technical Services Engineer will respond to a Customer call within twenty four (24) hours of a Customer Problem report.
- 4.6.3 Start Time for Resolution - A Technical Services Engineer will begin work on Problem identification and verification within two (2) business days of receipt of the Problem report. Cristie will use reasonable efforts to provide Customer with a Fix within ninety (90) days and/or Fix the Problem in the next version of the Licensed Software. The Problem report shall include all reasonable information deemed necessary by Cristie to resolve the Problem.

## 4.7 Severity 4

- 4.7.1 Definition - A minor condition or Documentation error that has no significant affect on the Customer's operations. Additional requests for new feature suggestions, which are defined as new functionality in existing Licensed Software.
- 4.7.2 Response Time - A Technical Services Engineer will respond to a Customer call within the next business day.
- 4.7.3 Start Time for Resolution - A Technical Services Engineer will review Severity 4 issues to determine if the issue is considered as a product enhancement for a future release.

