

Sophoi Technical Support Policies

Effective Date: 1-May-2009

OVERVIEW

Provided that you have paid the applicable Sophoi Gold technical support fees to Oracle, Sophoi shall provide support for (a) the then current version of the Sophoi programs ordered, and (b) the immediately preceding version of such Sophoi programs, provided that all such Sophoi programs are generally available from Sophoi and are operated on a supported platform. Such Sophoi programs are referred to in this policy as the 'supported programs'.

MAINTENANCE

Maintenance covers supported programs during production use of such programs. Sophoi will use reasonable commercial efforts to cure, as described below, reported and verifiable errors in supported programs so that such programs perform in all material respects the functions described in the associated documentation. Sophoi recognizes four severity levels of supported program errors or issues:

Severity 1 - Critical Business Impact. Production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. Sophoi will begin work on the supported program error within four hours of notification and will engage Sophoi development staff until an acceptable workaround is achieved.

Severity 2 - Significant Business Impact. Important supported program features are unavailable with no acceptable workaround. Implementation or production use of the supported programs is continuing but not stopped: however, there is a serious impact on productivity and/or service levels. Sophoi will begin work on the supported program error within four (4) hours of notification during normal business hours as defined below (but in any event within sixteen (16) hours) and will engage Sophoi development staff until an acceptable workaround is achieved.

Severity 3 - Some Business Impact. Important supported program features are unavailable but a workaround is available, or less significant supported program features are unavailable with no reasonable workaround. You, regardless of the environment or product usage, have minor loss of operation functionality. Sophoi will provide initial response within twenty-four (24) hours of notification during normal business hours, as defined below, and will consider a workaround, if appropriate and supported program enhancements for inclusion in a subsequent update.

Severity 4 - Minimum Business Impact. You request information, an enhancement, or documentation clarification regarding the supported programs but there is no impact on the operation of the supported programs. Your production use of the supported programs is continuing and there is no work being impeded at the time. Sophoi will provide initial response regarding the requested information or documentation clarification within seventy-two (72) hours of notification during normal business hours, as defined below, and will consider program enhancements for inclusion in a subsequent supported program update.

UPDATES

Sophoi shall make updates to supported programs available from time to time (but on a basis no less frequently than it makes them available to its other supported customers). Oracle, through Sophoi, is under no obligation to deliver any future programs or maintenance releases. If you transfer the supported program to a hardware and/or software platform which is not supported by Sophoi at the time of such transfer, Sophoi shall continue to provide updates which operate on a supported platform and Sophoi shall have no further obligation to fix errors which occur when the program is run on any platform other than the supported platform. Notwithstanding the foregoing, you shall remain obligated to pay for technical support services ordered prior to such transfer.

SUPPORT

Sophoi shall provide support for the supported programs in accordance with Sophoi's then current policies and procedures. You shall use commercially reasonable efforts to provide Sophoi with the necessary remote access (e.g. connectivity) to your supported platform so that Sophoi may provide remote diagnostic capability. Sophoi does not assure performance of the maintenance services described herein if such remote access is not provided by supported customer when reasonably requested by Sophoi.

Sophoi shall establish and maintain the organization and processes to provide support for the supported programs to you. Support shall be provided to up to two of your designated representatives, who have been trained by Sophoi. Sophoi shall not provide second line support directly to end users.

Support shall include but not be limited to (i) a diagnosis of problems or performance deficiencies of the supported programs and (ii) resolution of problems or performance deficiencies of the supported programs according to the terms set forth in Section I of this policy.

Support shall be provided primarily through email and telephone as provided during Sophoi's normal business hours from 9:00 a.m. to 6:00 p.m. local time zone, excluding holidays.

Telephone support is provided 24 hours a day, 7 days a week for Severity I and production usage Severity 2 issues. 24 x 7 service may include pager service during oft peak hours. For all other issues, standard support is provided as described above.

On-Site Technical Services. On-Site technical services are available for Severity 1 and production usage Severity 2 issues on a mutually agreed to, as needed basis.

EXCLUDED SERVICES

The following services are outside the scope of Sophoi's maintenance services:

- Service for programs for which all related maintenance releases provided by Sophoi have not been implemented by you.
- Service which becomes necessary due to: (i) failure of computer hardware or equipment or programs not covered by the schedule (provided such failure is not caused by Sophoi); or (ii) any cause or causes beyond the reasonable control of Sophoi (e.g., floods, fires, loss of electricity or other utilities), negligence of Licensee or any third party, operator error, improper use of hardware or software or attempted maintenance by unauthorized persons.
- Services performed at your site unless the parties mutually agree otherwise.

OTHER

Except as stated in this policy, services shall be subject to the terms and conditions of the agreement between you and Oracle.

SUPPORT CONTACT INFORMATION

Telephone:

North America/Latin America - +1 213 689 1234 (Los Angeles)

APAC - +91 20 66294100 (Pune, India)

E-Mail: support@sophoi.com

SOPHOI SUPPORTED PROGRAMS / VERSIONS/ PLATFORMS

Sophoi iPLS Suite, Version 3.3

Platforms:

- Sun Solaris SPARC (32-bit)
- Sun Solaris SPARC (64-bit)
- Sun Solaris x86 (32-bit)
- Sun Solaris x86-64 (64-bit)
- Microsoft Windows (32-bit)
- Microsoft Windows x64 (64-bit)
- HP-UX Itanium
- Linux x86
- Linux x86-64
- Linux Itanium
- IBM AIX Based Systems (32-bit)
- IBM AIX Based Systems (64-bit)

Sophoi iPLS Suite, Version 3.2

Platforms:

- Sun Solaris SPARC (32-bit)
- Sun Solaris SPARC (64-bit)
- Sun Solaris x86 (32-bit)
- Sun Solaris x86-64 (64-bit)
- Microsoft Windows (32-bit)
- Microsoft Windows x64 (64-bit)
- HP-UX Itanium
- Linux x86
- Linux x86-64
- Linux Itanium
- IBM AIX Based Systems (32-bit)
- IBM AIX Based Systems (64-bit)