

Genero Cloud Support Services

This document sets forth the obligations, support interfaces and response objectives regarding the resolution of problems with Supported Components of the Genero Cloud Platform, when provided to Client under a Statement of Services.

1. DEFINITIONS

All terms not otherwise defined herein shall have the meaning ascribed to them in the Master Services Agreement between the parties or the relevant Statement of Services as applicable. In the event of any conflict the Master Services Agreement sets out the applicable order of precedence.

“Escalation” is the act of requesting that Four Js expedite a Problem Resolution Request process by adding resources or raising management awareness of a Service Error or Technical Assistance Request.

“Four Js Software” means the Genero Development Kit, the Genero Deployment Module, the Genero Cloud Control Module, the Genero Cloud Portal, the Genero Server Module, the Genero Mobile Development Kit, and the Genero Mobile Deployment Module.

“Genero Cloud Control Module” means the Four Js proprietary software used to automate, monitor and manage the Services, provided as part of the Genero Cloud Platform, and any modified, updated or enhanced versions thereof that Four J’s may make available to the Client pursuant to this Agreement, *but not* any underlying third party software.

“Genero Cloud Portal” means the Genero Cloud user interfaces which allow the Client to monitor and manage their Solution, provided as part of the Genero Cloud Platform, and any modified, updated or enhanced versions thereof that Four J’s may make available to the Client pursuant to this Agreement, *but not* any underlying third party software.

“Genero Server Module” means any server side Genero runtime module needed to execute the Solution, provided as part of the Genero Cloud Platform, and any modified, updated or enhanced versions thereof that Four J’s may make available to the Client pursuant to this Agreement.

“Interim Solution” or **“Interim Release”** means an interim solution or release, provided by Four Js on a specific platform, which provides critical Service Error fixes on top of the current Services and which, under most circumstances, will be contained in a future Permanent Solution.

“Level 1 Support” is the service provided in response to the initial contact identifying a Service Error.

“Level 2 Support” is the service provided to reproduce and attempt to isolate the Service Error, including working with the Client to support their efforts to provide a Reproducible Test Case.

“Level 3 Support” is the service provided to (a) identify defective source code or incorrect Supported Component configurations, (b) to provide corrections, workaround and/or patches to

correct Service Errors, or (c) solve issues that cannot be resolved by Level 1 and Level 2 support engineers.

“Permanent Solution” means, in the case of Service Error, a maintenance release, minor or major release of the Supported Component or documentation in which the problem has been resolved such that the product substantially conforms to the Documentation.

“Problem Priority” means the urgency with which the Client reasonably requests Four Js to respond to their problem. Priorities are as follows:

- **Priority 1:** Critical impact or a system is down. A business critical Service is inoperable or a critical interface has failed. This usually applies to a production environment and indicates you are unable to use the Service resulting in a critical impact on operations. This condition requires an immediate solution.
- **Priority 2:** Significant business impact. A Service is severely restricted in its use or you are in jeopardy of missing business deadlines because of problems.
- **Priority 3:** Some business impact. A Service is usable with less significant features (not critical to operations) unavailable.
- **Priority 4:** Minimal business impact: A non-critical Service element is malfunctioning, causing minimal impact, or a non-technical request is made.

“Problem Resolution Request” is a request for Four Js to resolve a Service Error. A Problem Resolution Request includes a Reproducible Test Case that demonstrates the problem(s).

“Reproducible Test Case” means a test case (in a small code sample, usually less than 100 lines) or Service configuration on a Genero Cloud Platform, which provides the specific syntax, configuration, or scenario that reproduces the problem.

“Request Acknowledgment” means to confirm that the non-originating party has received a problem resolution request.

“Technical Assistance Request” is a request for Four Js’ assistance in diagnosing problems, related to a Supported Component, that do not have Reproducible Test Cases. These include usability related issues (such configuration issues or performance problems), and issues which are intermittent in nature or require Four Js’ assistance to isolate and reproduce the problem.

“Request Status” is a description of the steps formulated and taken in an effort to respond to a Problem Resolution Request and/or a Technical Assistance Request, including the results of those steps and the next steps to be taken.

“Request Resolution” means resolving the Service Error, or providing a Work Around.

“Service Error” means an error or defect in a Supported Component such that the Supported Component does not substantially work as specified in the Documentation.

“Support” means responding to Problem Resolution Requests and/or Technical Assistance Requests.

“Support Hours” means the hours during which Four Js has agreed under a Statement of Services to provide Support to the Client.

“Supported Component” means (a) Standard Components *except* CentOS and (b) Customer Standard Components, *except* those Customer Standard Components provided by the Client.

“Work Around” means a temporary solution which avoids the Service Error.

2. FOUR JS SUPPORT OBLIGATIONS

2.1 Four Js Obligations

2.1.1 Four Js will provide Support to the Client during Business Hours.

2.1.2 Four Js will provide Level 1 Support and Level 2 Support for Supported Components.

2.1.3 Four Js will provide Level 3 Support for Four Js Software.

2.1.4 Four Js will interact with any third party vendors of Supported Components as reasonably necessary to provide Support, and use commercially reasonable efforts to obtain from them a required Request Resolution and/or address a Technical Assistance Request.

2.1.5 Four Js will use commercially reasonable efforts to provide a Request Resolution or address a Technical Assistance Request under the timeframes in “Table 1 - Response Objectives”.

2.1.6 As Four J’s produces generally applicable Interim and/or Permanent Solutions, Four J’s will incorporate them, in its reasonable business judgment, into subsequent versions and releases of the Genero Cloud Platform. All target resolution objectives in “Table 1 - Response Objectives” are subject to the foregoing.

2.2 Exclusions from Four Js' Obligations

2.2.1 Four Js does not warrant they will provide a Request Resolution for all Service Errors or resolve all Technical Assistance Requests.

2.2.2 Four Js will not provide support for Solution elements which are not Supported Components.

2.2.3 Four Js will not provide Support directly to Authorized Users or any other third party which utilizes the Services.

2.2.4 All Support obligations are contingent on the Client being current in their payment of all Fees. Four Js will have no obligation in any case to provide Support if the Client is currently in breach of its obligations to make payment in accordance with the Master Services Agreement Clause 8 (Fees and Payment).

3. CLIENT SUPPORT OBLIGATIONS

- 3.1 The Client will provide Level 1 Support to all Authorized Users of the Solution.
- 3.2 The Client will provide Level 2 Support and Level 3 Support for their value added software and services to all Authorized Users and Administrative Users of the Solution.
- 3.3 Clients who are Resellers will provide Level 1 Support and Level 2 Support to all third party Administrative Users of the Solution and Level 2 Support to all Authorized Users of the Solution.
- 3.4 The Client will be responsible for all support of any elements of the Solution which are not Supported Components.
- 3.5 The Client will use commercially reasonable efforts to provide Reproducible Tests Cases for all Problem Resolution Requests.
- 3.6 The Client will ensure technical staff are trained in the use and operation of Four Js Software and Supported Components and provide technical assistance in a timely manner as reasonably requested by Four Js in relation to any Problem Resolution Request or Technical Assistance Request.
- 3.7 The Client will designate a support technical lead (primary contact) and backup who will coordinate general support operations, be the interface for resolving technical issues and become the 'resident experts' on the Genero Cloud Platform.

4. SUPPORT PROCESS

- 4.1 Four J's will classify the Client's reported problems that result in Problem Resolution Requests according to their Problem Priority, and use commercially reasonable efforts to respond to and resolve individual Problem Resolution Requests according to the service level objectives (response, status, resolution times) described in Section 5 (Service Level Objectives).
- 4.2 Request Resolutions
 - 4.2.1 A Request Resolution will consist of a Work Around, an Interim Solution, or a Permanent Solution.
 - 4.2.2 Problems will be considered resolved when the test used to demonstrate the problem demonstrates the corrected behavior.

5. SERVICE LEVEL OBJECTIVES

- 5.1 Table 1: Response Objectives provides the response times within which Four Js will use reasonable endeavors to (a) acknowledge Problem Resolution Requests and/or Technical Assistance Requests, (b) provide Request Status updates, and (c) provide a Request Resolution, all given a problem's severity.

Priority	Request Acknowledgment	Request Status	Resolution: Work Around	Resolution: Interim Solution	Resolution: Permanent Solution
1	Within 2 Support Hours	Every 8 hours or more frequently as appropriate	96 hours	5 Days (if no Work Around is possible)	Fixed in next release, not to exceed 6 calendar months.
2	Within 4 Support Hours	Twice weekly	10 business days	Four J's next release, unless not technically feasible.	Fixed in next release, not to exceed 6 calendar months.
3	By the end of the following business day	Weekly or as agreed	N/A	N/A	May be fixed in a future release.
4	By the end of the following business day	Weekly or as agreed	N/A	N/A	May be fixed in a future release.

Table 1 - Response Objectives

- 5.2 Request acknowledgment objectives can be met by either non-technical or engineering contacts.
- 5.3 Request status objectives are met by the Four J's technical support engineer working on the case. The technical support engineer will establish an action plan to resolve the problem and track it to resolution.
- 5.4 Resolution objectives are met by the technical support engineer and/or the development engineer working on the case.
- 5.5 Status objectives listed may differ on a case-by-case basis if mutually agreed.
- 5.6 Priority 1 Service Errors
 - 5.6.1 Four J's will use prompt, diligent efforts to achieve the timeframes and results provided for Priority 1 Service Errors in Table 1: Response Objectives.
 - 5.6.2 Priority 1 Service Errors will be worked on a continual effort basis *provided* Client is working at this level, with the minimum goal of having a Request Resolution to the customer within 96 hours.

- 5.6.3 If such Priority 1 Service Errors have not been resolved within 45 days then
 - 5.6.3.1 Four Js may, in its reasonable business judgment and in its sole discretion, downgrade such Service Error to Priority 2, in which case Client may terminate the relevant Statement of Services; or
 - 5.6.3.2 Four Js may, in its reasonable business judgment and in its sole discretion, terminate the Statement of Services.
- 5.7 Four J's will provide an estimated time of delivery within five (5) working days for any resolution or Program Error fix or error correction that is expected to fall outside of the response requirements.

6. ESCALATION BY THE CLIENT

- 6.1 The Client and Four Js agree that Escalation to Four Js management will be done only when all reasonable internal efforts to resolve the problem have been exhausted by normal support operations, and when reasonable efforts have been made to follow the normal Problem Resolution Request process without satisfactory results.
- 6.2 The Client and Four J's agree that escalation's can occur for the following reasons:
 - 6.2.1 Four Js' and/or the Client's technical support management feels the case has not received the proper attention needed to resolve the problem;
 - 6.2.2 any situation which would prevent meeting service level objectives on a case;
 - 6.2.3 the Client (if an End User) or the Client's customer (if the Client is an ISV or Reseller)
 - 6.2.3.1 believes a case is not being handled quickly enough or is being handled at an inappropriate skill level, and/or
 - 6.2.3.2 has several concurrently open Priority 1 and 2 cases, and/or
 - 6.2.3.3 is facing a major business impact requiring project management (i.e. multiple hot issues for same customer) or coordination of resources between companies;
 - 6.2.4 executive level intervention is needed to manage customer expectations or to execute "damage control";
 - 6.2.5 the Client's customer has a strong business relationship with the reporting party that warrants expediting sooner than the stated service level objectives;

6.2.6 The resolution objectives exceed those in Table 2: Escalation Criteria.

Priority	Escalate To Four Js' Support Management	Escalate To Four Js' VP
1	if no fix or workaround available after 96 hours	if no fix or workaround available after 144 hours
2	after 15 days or if SLO in jeopardy of being compromised or if customer situation justifies more aggressive resolution action	if additional resources required to meet SLO are not available or based on political situation
3	if escalation warranted, case should be first upgraded to Priority 2	N/A
4	if escalation warranted, case should be first upgraded to Priority 2	N/A

Table 2: Escalation Criteria

7. CONFIDENTIAL INFORMATION

- 7.1 Any technical support documentation (tech alerts, technical information, Program Error lists, patch lists, etc.) provided to the Client to facilitate customer problem diagnosis or otherwise as part of Support shall be deemed the Confidential Information of Four Js.
- 7.2 Four J's shall have no obligation to disclose or provide source code to the Client under this schedule. If, for any reason, the Client receives or is disclosed any Four J's source code, it shall be deemed the Confidential Information of Four Js.