



Applaud Solutions Technical Support Policies

Effective Date: 06-May-2011

Overview

Unless otherwise stated, these Technical Support Policies apply to technical support for all Applaud Solutions products.

"You" and "your" refers to the individual or entity that has ordered technical support from Applaud Solutions or an authorized distributor.

To receive technical support as provided by Applaud Support and described in the Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems created by you) that are demonstrable in the currently supported release(s) of an Applaud Solutions licensed product, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in your order or program documentation.

These Technical Support Policies are subject to change at Applaud Solutions' discretion; however the services provided will not be materially reduced during the support period (defined below).

Support Terms

Technical Support Fees

The first 12 months of support is free for each product licensed from Applaud Solutions. Subsequent technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Applaud Solutions or an Applaud Solutions affiliate. Your commitment to pay is required to process your technical support order with Applaud Solutions (e.g., purchase order, signed order form, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address as designated by you. Failure to submit payment will result in the termination of support.

Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. Unless otherwise stated in the ordering document, Applaud Solutions technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancellable and non-refundable. Applaud Solutions is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.



Reinstatement of Applaud Solutions Technical Support

In the event that technical support lapses, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program prorated from the date technical support is being ordered back to the date technical support lapsed. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported (“go-forward support fee”). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

Pricing following Reduction of Licenses or Support Level

Pricing for support is based upon the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Applaud Solutions’ list price for support in effect at the time of termination or reduction. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported.

Support during Trial evaluation

Applaud Solutions offer limited technical support for customers who have downloaded programs for trial use. Limited technical support is activated from the date the customer received the program for trial use and lasts for 30 days (“the trial period”). Support for the trial period can be extended at Applaud Solutions’ discretion. Applaud Solutions work to “best endeavours” support during the trial period but offer no commitment to respond to any queries or provide any assistance to any given service request. After the trial period ends, the programs are classed as unsupported until that time as the product is licensed.

Unsupported Programs

Customers with unsupported programs do not receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the unsupported programs.

Technical Contacts

Your technical contacts are the sole liaisons between you and Applaud Support for technical support of programs. It is the recommended standard that your technical contacts are trained representatives of your company. Such training shall include initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts should be knowledgeable about the Applaud Solutions programs and your Oracle environment in order to help resolve system issues and to assist Applaud Solutions in analyzing and resolving service requests. When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering

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and an ability to reproduce the problem in order to assist Applaud Solutions in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify Applaud Support whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate unlimited individuals ("technical contact") to serve as liaisons with Applaud Support. Applaud Solutions may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

Program Updates

"Update" means a subsequent release of the program which Applaud Solutions generally makes available for program licenses to its supported customers at no additional license fee provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Applaud Solutions licenses separately. Updates are provided when available (availability is determined by Applaud Solutions). Applaud Solutions is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

Right to Desupport

Technical Support is available for a minimum of 5 years after a product has been released. After this point, it may become necessary as a part of Applaud Solutions' product lifecycle to desupport certain program releases and, therefore, Applaud Solutions reserves the right to desupport certain program releases. If programs are desupported, you will be notified of such desupport directly by Applaud Support. Desupport information is subject to change.

First and Second Line Support

It is the recommended standard that you establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you shall contact Applaud Solutions for "Second Line Support". You shall use commercially reasonable efforts to provide Applaud Solutions with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Applaud Solutions does not ensure its performance of the technical support described herein if such access is not provided by you when requested by Applaud Solutions.

Second Line Support shall include but not be limited to (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs



so that such supported programs perform in all material respects the functions described in the associated documentation.

Applaud Solutions may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

Oracle Supported Environment

You must remain on an Oracle supported environment – including applications, technology and platforms – to receive Applaud Solutions technical support.

Warranties, Disclaimers, and Exclusive Remedies

Applaud Solutions warrants that technical support services will be provided in a professional manner consistent with industry standards. You must notify Applaud Solutions of any technical support services warranty deficiencies within 90 days from performance of the defective technical support services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND APPLAUD SOLUTIONS' ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF APPLAUD SOLUTIONS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO APPLAUD SOLUTIONS FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. APPLAUD SOLUTIONS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID APPLAUD SOLUTIONS UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID APPLAUD SUPPORT FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure



and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity or any other person or entity as required by law.

Technical Support for Full Use Demonstration and Distribution Licenses

Applaud Solutions offer limited technical support for partners who have accepted the Applaud Solutions Full Use Distribution and Demonstration Agreement ("FUDDA"). Limited technical support is provided from the date the partner accepted the agreement and lasts whilst the agreement is still active. Applaud Solutions work to "best endeavours" support for partners working under this agreement and offer no commitment to respond to any queries or provide any assistance to any given service request. Partners may not offer technical support to end users without prior consent from Applaud Solutions.

Applaud Solutions Technical Support Levels

Software Update License & Support

Software Update License & Support is the standard level for all products support by Applaud Support and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Update scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:30 A.M. to 5:30 P.M. GMT (allowances made for British Summer Time) and 8:30 A.M. to 5 P.M. Eastern Time of the North American Region.
- Access to all documentation and postings at the Solution Centre at www.applaudsolutions.com and, when available, an account with an online support portal.

Applaud Solutions Technical Support Levels

Service requests for all other supported Applaud Solutions programs may be submitted by email to support@applaudsolutions.com. The service request severity level is selected by you and Applaud Solutions and should be based on the following severity definitions:

Severity 1



Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

You must provide Applaud Support with a named contact during this period to assist with data gathering, testing, and applying fixes. We must be provided with email and telephone details of the named contact. Responses from Applaud Support must be acted upon within 4 local business hours to avoid a Service Request being downgraded to Severity 2.

You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Applaud Solutions.

Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

Severity 4

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

Service Level Agreements

Reasonable efforts will be made to respond to your service requests per the following guidelines:

- 90% of Severity 1 service requests within 4 local business hours
- 90% of Severity 2 service requests within the next local business day
- 90% of Severity 3 service requests within the next 3 local business days
- 90% of Severity 4 service requests within the next 5 local business days

Contact Information

Phone numbers and contact information can be found on Applaud Solutions' web site at <http://www.applaudsolutions.com>