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OpenText Protect

Software Maintenance Program Handbook
Protect, Protect Anytime, and Protect Anywhere Programs

1. Introduction

Welcome to Open Text Corporation's OpenText (OT) Protect Software Maintenance Program. This handbook provides you with information about the policies and processes designed with your support needs in mind. Please use this as a guide to help you get the most out of your investment in OT solutions.

The OT Protect Software Maintenance Program Handbook (the "Handbook") describes the OT Protect Software Maintenance Program services offered for OT software licensed from OT and for which you have purchased the support services described herein. We also offer fee-based enhanced support programs that allow organizations to extend their support coverage depending on their business needs, and are available to any current subscriber of the OT Protect Software Maintenance Program and may be described in section 6 of the Handbook.

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You can also refer to http://www.opentext.com/support to find more information, or contact your local support office for documentation on these additional programs.

1.1 Definitions

"**Additional Program**" refers to fee-based enhanced programs, which may be outlined in Section 6 herein.

"**Classification**" or "Classify" refers to the OT designated priority of the Support Request.

"**Covered Software**" shall mean the licensed software for which maintenance services shall be provided under this Handbook including all documentation provided or made available.

"**Customer Service Portal**" refers to the OT online access point for links to and information regarding OT support, available to OT Protect customers.

"**Current Maintenance**" – a defined period of time from the version release date which includes:

- Unlimited number of Support Request submissions

- Service Packs and/or Product Patches

- The ability to request enhancements or new features and report Errors

- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events)

- Requires customer active software maintenance and annual renewal

"**Days**" refers to business days, which are 5 days x 8 hours Monday through Friday, except for regional statutory holidays.

"**Dedicated Support**" refers to remote or onsite assistance from an OT support representative who is assigned to your organization for the duration of a maintenance activity or SR to observe, participate in conference calls or web sessions, or provide assistance with your maintenance activities.

"**Documentation**" refers to user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Standard OT Product, made generally available to OT's end users by OT.

"**Error**" refers to any verifiable and reproducible failure of the Covered Software to substantially conform to the Documentation, as applicable, for such Covered Software.

"**Error Corrections**" refers to actions carried out by correction programs (for example, by an Update, Product Patch, Workaround or bug fix).

"**Expiration**" shall mean the ending of a Term whether occurring through termination, failure to renew or otherwise

"**Initial Term**" refers to the twelve months beginning on the Start Date.

"**Live Chat**" refers to online access to quick guidance from OT support personnel via the Customer Service Portal.

"**Optional Coverage**" refers to any support program or service outside of the scope of the OT Protect Software Maintenance Program which you have subscribed to.

"**OT**" refers to Open Text Corporation and/or its subsidiaries/affiliates offering the maintenance and support services as described in this OT Protect Software Maintenance Program Handbook, as applicable.

"**Product Patch**" refers to an additional software program to correct an Error of the Covered Software.

"**Points of Contact**" or "POC" refers to one or more of your designated employees who are authorized to contact the OT support team.

"**Production Mode**" refers to the use of the Covered Software as intended by its accompanying Documentation, by your users as part of business or service operations. Production Mode does not include development, quality assurance, demonstration, testing, staging or training environments.

"**Release**" refers to the finalized and released version of the software.

"**Resolution**" refers to taking the necessary action such that the Covered Software is operating in accordance with the Documentation. This could include, but is not limited to, creating a new or applying an existing Workaround (provided that OT will pursue a permanent fix, if commercially reasonable) or Product Patch.

"**Response Time**" refers to the amount of time that is measured from the time a Support Request is received by OT until the time when a technically qualified member of OT responds to you for the purpose of commencing the work necessary to achieve Resolution of the Support Request. The response time for an SR is determined by its Classification, the OT support program(s) the customer subscribes to, and the time when the SR was submitted to OT during a business day.

"**Service Pack**" refers to a collection of Product Patches and/or Updates.

"**Standby Support**" refers to an assigned support representative with expertise in your planned maintenance activity that will be on call in the event you need assistance.

"**Start Date**" refers to the initial date for the commencement of customer's OT Protect Software Maintenance Program which is on the date the Covered Software is initially shipped or otherwise made available from OT to you.

"**Subsequent Term**" refers to the 12-month term commencing on the first anniversary of the Start Date and each subsequent 12-month term commencing on an anniversary of the Start Date.

"**Support Request**" or "SR" refers to the initiation of a record or "ticket" documenting the details of the request.

"**Support Services**" refers to the following activities: an initiation of a Support Request, OT's response to the Support Request, and a Resolution of the Support Request.

"**Sustaining Maintenance**" refers to the stage of the product lifecycle following the expiration of Current Maintenance. During this phase of the product support lifecycle, the following Support Services may be available*:

- Unlimited number of Support Request submissions
- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events)

* The terms and length of phases of the Product Support Lifecycle may vary depending on the product and version. Please refer to the Customer Service Portal product page for specific lifecycle terms.

"**Term**" refers to either the Initial Term or a Subsequent Term.

"**Update**" shall mean any change, revision or Error Correction of the Covered Software, which will be provided by OT to the customer in accordance with this Handbook. With each Update, the minor version number will increase (for example, 2.3 to 2.4 or 2.4a to 2.4b)

"**Upgrade**" means a replacement of the Covered Software with a newer version of the covered software, which will be provided by OT and can be used by the customer in accordance with this Handbook. With each Upgrade, the major version number will increase (for example, 3.5 to 4.0).

"**we**" or "**our**" refers to OT.

"**Workaround**" is a manner of addressing a software Error by bypassing the problem in the system (software technical bypass). A workaround is typically a temporary fix and OT may subsequently correct the Error in the Covered Software and / or the programs through a Product Patch or an Update.

"**you**", "**your**" or "**customer**" mean the entity that licensed the Covered Software from OT and is purchasing OT Protect Software Maintenance Program services.

2. Support Services

2.1 General

2.1.1 Hours and OT Support Services Location Information

Support Services are available 5x8 Monday through Friday, except for regional statutory holidays. Hours, support locations and additional contact information for the OT Protect Software Maintenance Program are available at: http://www.opentext.com/support/contact/opentext.

Support Services are delivered from a support location in the same region as the Covered Software is installed or from an alternate support location as determined by OT.

2.1.2 Point(s) of Contact

Support Services are provided to your Point of Contact (POC). The POCs must have knowledge of, and the administrator permissions for, the Covered Software sufficient to provide OT Customer Support with the information, and undertake actions, required to achieve a resolution of the SR as described below. POCs are generally the administrators and other members of your technical staff.

You may designate up to three POCs. The POCs may only contact OT Customer Support during business hours for one region only, even if the POCs are in multiple geographical regions.

2.1.3 Supported Versions

OT uses industry-standard version number protocols to identify the version of the Covered Software. For example, either by combining a major version number, a minor version number, a point version number and a service pack version number (or build number); or by combining a major version number, a minor point version number, a minor alphabetical version number and service pack version number (collectively referred to as the "version"). Service packs are technically equivalent to a new point version except, with a service pack, it is intended that the installation process (if carried out as directed by OT) will retain substantially all of the configuration information from the current point release. For the purposes of this Handbook, a version will be considered an instance of the Covered Software, which is released by OT with its own unique version number.

You are encouraged to run the most recent version of the Covered Software. In most instances, OT will support each major/minor version (for example, 9.x) of the Covered Software for a period of sixty (60) months after the major/minor version release is generally made available to OT's customers (Current Maintenance). The terms and length of phases of the Product Support Lifecycle may vary

depending on the product and version. Please refer to the Customer Service Portal product page for specific lifecycle terms. After the expiration of the Current Maintenance term, the Product enters the Sustaining Maintenance phase of the product lifecycle. When a product is considered to be in Sustaining Maintenance, no new Services Packs and Patches are released for general use.

Migration to a Current Maintenance version may be required in order to address an issue. If you are unable to upgrade to a version under Current Maintenance, OT may offer extended support options at an additional cost. Please contact your Renewals Specialist or supportprograms@opentext.com for more information.

2.1.4 SDK Support

OT Protect Software Development Kit (SDK) Support will provide assistance with SRs relating only to: (a) the installation (b) the configuration of an OT developer application (for example, Integrated Development Environment ("IDE")) or related software required to establish a suitable development or programming environment that is consistent with those environments or applications which have been supported; and (c) the analysis of error messages related to the OT developer application. SDK support for debugging code, assistance with writing coding, code reviews, or any general programming assistance is not included as part of the OT Protect Software Maintenance Program, but can be provided through separate agreement at an additional charge.

2.1.5 Language

Communication relating to an SR will be made in English, unless, at OT's discretion, the support center responsible for processing is able to offer communication in another language as a convenience to the customer. OT may not be able to provide any information in a language other than English in the event an SR is transferred to a different support center.

2.2 Initiation of a Support Request

Support Services are provided under the OT Protect Software Maintenance Program to address incidents reported by subscribers associated with performance or usage issues. Performance and usage issues are situations where the Covered Software is not performing substantially in accordance with the accompanying user Documentation. Generally speaking, performance and usage issues may be caused by: 1) software Error or defect (related to the design, coding or architecture of the Covered Software), 2) usage or configuration Error (related to usage of the Covered Software or the installation, configuration or setup of the Covered Software), or 3) environmental Error (related to the subscriber's network, hardware and operating systems). SRs for Support Services to address any issues should be initiated by a POC using the Customer Service Portal located at https://knowledge.opentext.com/go/Customer_Care. These customer self-service tools will automatically initiate an SR and send you an associated tracking number.

You are encouraged to:

- Provide OT Support with the information it reasonably needs to Classify and log the SR (see 2.3.2).

- Wherever possible, use the SR number for each communication with OT Support.

2.3 OT Response to a Support Request

2.3.1 Support Request Dispatch

Support Requests will be dispatched as follows:

a. If the SR involves OT Covered Software, then a product SR will be forwarded to OT Customer Support for Classification and Resolution (described below).

b. If the SR involves a product that is developed by a third party, the SR may be referred to that third party.

c. If the source of the SR is unclear, the ticket will be forwarded to OT Customer Support for further investigation and, once the source of the SR is determined, it will be dispatched as described above in sections 2.3.1 (a) and (b).

d. If the source of the SR is your hardware, operating system, database, web server, browser software or other non-OT application, OT may, where possible, attempt to provide a Workaround (described below) and/or may, where possible, report the problem to the appropriate vendor for Resolution.

2.3.2 Support Request Classification

Each SR will be classified by OT Customer Support as follows:

a. Critical - An SR will be classified as critical if the performance issue reported causes the Covered Software to be functionally inoperable and prevents the Covered Software from being used in Production Mode.

b. Serious - An SR will be classified as serious if the performance issue reported significantly degrades the performance of the Covered Software or materially restricts your use of the Covered Software in a Production Mode. The Serious classification does not include questions on end use and configuration of the Covered Software.

c. Normal - An SR will be classified as normal if the performance issue reported is a question regarding end use, configuration of the Covered Software or a minor defect in the Covered Software which does not materially restrict your use of the Covered Software in Production Mode.

As a rule, an SR for a non-production system is Classified as Normal. Please see section 4.0 for limitations to the OT Protect Software Maintenance Program.

OT will consider, in good faith, your request to re-classify an SR prior to its resolution.

2.3.3 Response Times

The Response Times are:

- For an SR Classified as critical - 1 hour

- For an SR Classified as serious - 2 hours

- For an SR Classified as normal - 4 hours

Response Times are targets and cannot be guaranteed in all circumstances by OT.

2.3.4 Management Escalation Process

Unresolved SR's will be escalated to OT management under the following approximate guidelines (as measured from the time of receipt of the SR by OT Customer Support):

1. Unresolved SR's classified as critical or serious will be escalated to OT's Manager, Product Support within four hours; to the Senior Director, Customer Support after one business day; to the Vice-President, Customer Support after three business days; to the Corporate VP, within five business days, and, in certain cases and at your request; to the President and CEO after ten business days.

2. Unresolved SR's classified as normal will be escalated to OT's Manager, Product Support within seven business days; to the Senior Director, Customer Support after twenty-one business days; to the Vice-President, Customer Support after thirty business days; to the Corporate VP, within sixty (60) business days; and, in certain cases and at your request, to the President and CEO after ninety (90) business days.

2.4 Resolution of Support Request

OT Customer Support shall attempt to address each SR, regardless of classification, through the offering of technical advice, by locating an existing Workaround or by creating a new Workaround using the process described below in this Section 2.4. In the event of an outage, and depending on the cause and duration of the outage, OT may require the customer to restore from backup in order to return the system to a production state.

Once production service is restored, the SR classification is downgraded and root cause analysis may continue, as requested, during regular regional support hours of operation.

OT offers additional services focused on the development of business continuity and disaster recovery plans. Please contact OptimizeSales@OpenText.com for more information.

Any software and/or hardware provided by and installed by OT and as agreed to by the customer to assist with the delivery of the Support Services and not purchased by the customer must be removed and returned to OT upon termination of the program or related delivery component.

2.4.1 Resolution of Critical SR's

For SR's classified by OT as critical which have been caused by defects in the Covered Software, if the technical advice provided by OT Customer Support has not resolved the SR, and if no Workaround can be found or created to resolve the SR, OT Customer Support will use commercially reasonable efforts to develop a Product Patch to address the SR and provide it to you.

If the Product Patch is to be distributed to all OT Protect Software Maintenance Program subscribers, it will first be given to the OT System Testing department which will perform a regression test suite on some or all supported platforms with the Product Patch installed. In such cases, distribution of this Product Patch will be carried out through the next scheduled Product Patch release or Service Pack version release.

2.4.2 Resolution of Serious SR's

For SR's classified by OT as serious, OT may develop a Product Patch. If a Product Patch is created, it will be distributed through the next scheduled Product Patch release or service pack version release.

2.4.3 Resolution of Normal SR's

Product Patches for SR's classified as normal may be included in the next version release from OT.

2.4.4 Onsite Assistance

Onsite support is available as a fee-based service for OT products and solutions. This service may include, but is not limited to, Workarounds or assistance with configuration changes as part of the Resolution of an open SR. Contact OptimizeSales@OpenText.com or your local OT Customer Support office for more information.

2.4.5   Live Chat Assistance

Live Chat assistance is available as part of OT online resources by providing quick guidance and assistance in real-time. Live Chat is available to all partners and customers who participate in the OT Protect Software Maintenance Program, and is intended to assist with issues that do not require extensive investigation.

2.4.6 Conditions of a Support Request Resolution

OT Customer Support shall attempt to address each SR, regardless of classification; OT will have no obligation to provide a resolution for your SR as described above unless:

- You are running a version of the Covered Software which is under Current Maintenance and you have installed and implemented all of the most recently available relevant Updates, including the Product Patches, Service Packs, or any other Updates or you do so at the request of OT Customer Support. OT Customer Support will make that request if it reasonably believes that the installation and implementation is necessary to achieve resolution of your SR; AND,

- You are using the Covered Software on hardware and with third party software approved by OT or as specified in the Documentation; AND,

- The SR has, as determined by OT, not been caused by (a) you, including, but not limited to your use of development tools, including SDK; (b) a third party resource; or (c) the operating environment in which the Covered Software is implemented, including, among other things, the operating system, database, other applications or programs, communication networks, or hardware; AND,

- Your POC is available to actively participate with OT on diagnosis, testing, and resolution. OT reserves the right to suspend its obligations under this Handbook during any time(s) in which a competent POC is unavailable for such participation; AND,

  ◦ You have provided OT with all of the information necessary to allow OT to reproduce the SR; AND,

  ◦ If required, you provide remote access to OT for the system for which the SR has being requested. Such remote access will only be used within the context of troubleshooting.

3. Software Updates

Software Updates will be made available to you as part of the OT Protect Software Maintenance Program at no additional charge if and when such Software Updates are generally released to all OT Protect Software Maintenance Program subscribers. To receive such Updates the OT Protect Software Maintenance Program must be subscribed to at time of release and request. Subscribers are notified about new software versions in regular information bulletins and via the Customer Service Portal. Software Updates include new versions of the Covered Software and Product Patches.

4. Limitations

The following limitations apply to the OT Protect Software Maintenance Program:

- The OT Protect Software Maintenance Program as described in this Handbook only applies to the Covered Software as is described in the OT Documentation, and does not apply to any modifications, deliverables, or services provided by OT's Professional Services staff or by third party resources which results in the alteration or extension of the Covered Software. Customer may engage OT's Professional Services for fee-based assistance under separate agreement.

- OT reserves the right to modify any portion of this Handbook at its sole discretion and without prior notice; however, you will be notified of any such modifications (if such modifications result in a material reduction of service) in a timely manner by way of email, written notice or a posting on the Customer Service Portal.

- Nothing in this Handbook purports to exclude, restrict or modify, any condition, warranty or guarantee implied by applicable law ("Implied Terms") where to do so would have the effect of rendering all or any part of this Handbook void or otherwise unenforceable. To the maximum extent permitted by applicable law, OT's liability for breach of any Implied Terms is limited to the resupply of the OT Protect Software Maintenance services.

- OT's obligation to address SR's and/or performance issues shall be strictly limited to those obligations described in this Handbook.

- The OT Protect Software Maintenance Program, OT Protect Anytime and OT Protect Anywhere Support Programs do not provide for dedicated assistance with issues encountered as a result of implementing major changes to the technical architecture of the Covered Software (for example, upgrades to the application, underlying database, addition of new hardware, etc.). Standby or Dedicated Support are fee-based support services that must be pre-arranged for these types of activities. Please contact OptimizeSales@OpenText.com for more information.

- The provision of license keys is excluded from the Response Times described in Section 2.3.3 of this OT Protect Software Maintenance Program. Additionally, license keys from third party vendors are requested of the third party vendor, and provided by the third party vendor to either OT or the Customer as determined by OT.

- The software lifecycle for third party products resold by OT is established by third party vendors only. Third party software is excluded from Section 2.1.3 and Section 3.

- OT is not responsible for providing Support Services for third party products resold by OT to the extent that addressing SRs is dependent on unresolved issues with third party products including, but not limited to, unavailability of third party support.

5. Term and Renewal

5.1 Initial Term and Renewal

The Initial Term for OT Protect Software Maintenance Program is twelve months beginning on the Start Date. Unless either party provides 90 calendar days written notice prior to the expiration of the current term, the OT Protect Software Maintenance Program will automatically renew for a Subsequent Term on an annual basis, commencing each anniversary of the Start Date. Before the commencement of a Term, you will be obligated to pay the applicable entire annual OT Protect Software Maintenance Program fee with respect to the Covered Software which you have licensed from OT, failing which OT may suspend some or all of the OT Protect Software Maintenance Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable OT Protect Software Maintenance Program fee. OT may increase the annual fee for Subsequent Terms of software maintenance by no more than 10% of the price of the previous Term. All fees paid for the OT Protect Software Maintenance Program are non-refundable.

5.2 Additions

The second Term of OT Protect Software Maintenance Program for such additional Covered Software after the Initial Term, and the applicable fees, will be prorated to terminate on the Start Date following the start of the second Term of the OT Protect Software Maintenance Program for the additional Covered Software in order to allow the Terms of the OT Protect Software Maintenance Program for all Covered Software licensed by you to be coterminous.

5.3 Reductions

All requests to renew OT Protect Software Maintenance Program on a fewer number of licenses or modules for software than is currently covered under maintenance and support must be submitted in writing to OT no less than 90 calendar days prior to the expiration of the then-current Term. Acceptance of any requests to align fees for the remaining software is at OT's sole discretion. If OT accepts such a request, OT shall only provide Updates and software support for the number and type of licenses included in your then remaining Covered Software being renewed under maintenance and support. The maintenance charges for the remaining Covered Software shall be re-priced. In such an event, the fees applied to each license may differ from any earlier Terms (for example, previously granted fee discounts are not applicable).

5.4 Lapse and Reinstatement

If you do not renew a Term of the OT Protect Software Maintenance Program for the Covered Software, you may, upon agreement by OT, subsequently purchase OT Protect Software Maintenance Program services for said Covered Software for a fee to be determined by OT at time of request. However, in

addition to the fee for the new Term, which shall be a minimum of 12 months, you will need to pay the fees that would have been payable had you continued the OT Protect Software Maintenance Program uninterrupted. The fees charged to re-instate the OT Protect Software Maintenance Program are subject to a surcharge for each lapsed month, including the month of reinstatement.

Future reinstatement of software removed as a part of a reduction as described in Section 5.3 is subject to payment of back-maintenance fees and lapsed month surcharges.

OT will confirm fees for reinstatement at the time the request is made for reinstatement.

5.5 Expiration

Upon Expiration of the Term of an OT Software Maintenance Program, you acknowledge and agree that any and all agreements between you and Open Text related to the OT Software Maintenance Program shall automatically terminate, irrespective of whether these agreements were documented in this Handbook or a EULA or any other document. Should you at any point in time after Expiration choose to subscribe again to an OT Software Maintenance Program, you will do so under the then current OT Software Maintenance Program commercial and support services delivery terms, and Open Text shall not be obligated to comply with, any agreements that were entered into prior to the Expiration date related to such OT Software Maintenance Program.

6. Additional Programs

In order to purchase any of the Additional Programs, you must participate in one of the following: OpenText Software Maintenance or OpenText Protect Programs (collectively the "OT Software Maintenance Programs"). You must be a subscriber, through the duration of the Additional Program, to one of the OT Software Maintenance Programs.

6.0.1 General Terms

- Coverage for additional OT production systems managed by the same customer administration team can be included for an additional cost.

- The Additional Program period shall be for 12 months unless otherwise agreed by OT and the customer in writing.

- The terms in this Handbook shall apply to the program deliverables defined herein for each of the Additional Programs. Any additional services requested by the customer will require a separate agreement and be subject to OT's current price list.

6.1 OpenText Protect Anytime

The OpenText Protect Anytime Support Program (OT Protect Anytime) is a subscription-based program designed to provide you with support for critical issues (as defined in section 2.3.2) related to the Covered Software in your production environment outside standard OT Customer Support hours.

When the customer initiates a critical SR with the OT Customer Support office, a support representative will respond within one (1) hour. The OT Customer Support representative will troubleshoot the issue, providing a solution or recommended Workaround to be implemented by the customer team. OT Customer Support resources will be on call and available (24 hours a day, 7 days a week) until production service is restored or a Workaround agreed upon.

Customer may designate up to 3 additional POCs when subscribing to OT Protect Anytime (total of 6 POCs). Additional POCs over and above the designated amount may be purchased as specified in section 6.3.

6.2 OpenText Protect Anywhere

The OpenText Protect Anywhere Program (OT Protect Anywhere) is designed for customers that have extended hours of operation or are global in reach. This program includes support for all issues of all severity classifications, 24x7x365.

Troubleshooting of SRs may continue outside of regional hours of operation, at the customer's request.

Unless the SR is requested for on-going transfer to a different support center, the SR will remain with or be transferred to the support center within the customer POC's home region.

Customer may designate up to 5 additional POCs when subscribing to OT Protect Anywhere (total of 8 POCs). Additional POCs over and above the designated amount may be purchased as specified in section 6.3.

6.3 Additional Point(s) of Contact (POC)

Additional POCs is a subscription-based option to extend the number of your designated employees who are authorized to contact OT Customer Support and open SR's.

Fees for additional POCs are annual.

POC entitlements are in accordance with this Handbook.

7. Privacy

The nature of the Support Services supplied under this Handbook may require OT to disclose personal information received from you and/or your customers to its related affiliates in other countries with whom OT has entered into a processing agreement incorporating the standard model contractual clauses for data transfers approved by the European Commission or which are in countries which are recognized by the European Commission as providing an adequate level of protection in relation to the data that is transferred (including OT affiliates in Canada, United States of America, The Philippines, India and other overseas locations where OT is able to maintain strict control of the handling of that personal information), and you hereby consent to such disclosure and warrant that: (i) you have all necessary rights, licenses, authorizations and consents required for the use and disclosure of the personal information by OT in accordance with this Handbook; (ii) all use of the personal information by or on your behalf is compliant with applicable laws and in accordance with the terms of this Handbook; and (iii) OT and any of its personnel will not be in breach of applicable laws as a result of using or disclosing the personal information in accordance with the terms of this Handbook.

Notwithstanding the above, the transfer disclosure of personal information shall not affect OT's obligations at law, in relation to such personal information.