

Click&DECiDE Maintenance & Support Rules of Engagement

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Click&DECIDE Maintenance & Support Rules of Engagement



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1. Support Policies

1.1 Overview

Click&DECiDE Support includes the provisioning of technical support and the provisioning of maintenance: upgrades and updates, as well as service packs and hot fixes when applicable, as defined hereunder.

Click&DECiDE provides Level-3 technical support to Click&DECiDE authorized partners. Click&DECiDE does not provide Level-1 and Level-2 technical support. Click&DECiDE authorized partners are required to provide Level-1 and Level-2 technical support to their customers (Value Added Resellers and/or End-Customers), and qualify all customers' technical support requests prior to engaging Click&DECiDE Level-3 Support. Click&DECiDE's direct customers and / or Click&DECiDE authorized partners must have at least two (2) certified, named technical support personnel on staff per territory to ensure Level-1 and Level-2 technical support.

The following subsections describe Click&DECiDE's support services and procedures. Click&DECiDE may modify these guidelines at any time; however, no modification to the then service level agreement shall take effect for then current customers until one month after Click&DECiDE publish such new guidelines on the web site.

Support Services	Standard Offering
Upgrade Downloads	Included
Service Pack & Update Downloads	Included
Hotfix Downloads	Included
All Above Downloads Available Via	Click&DECiDE Web Portal
Level-3 Technical Support	Performed by Click&DECiDE
Support Hours	9x5 (CET)
Service Level Agreement (see section 1.3)	Yes
Access to Support	Email, Phone
Level-1 and Level-2 Technical Support	Authorized Partner
Click&DECiDE Technical Support Engagement	Only Personnel Certified by Click&DECiDE



1.2 Maintenance

Maintenance is the provisioning of upgrades and updates for Click&DECiDE's software products. The decision to create an upgrade or an update is at Click&DECiDE's sole discretion. Upgrades and updates are usually provided by Click&DECiDE through a web-based portal. Upgrades and updates are subject to the terms, conditions and restrictions in the customer's license agreement for the software.

1.2.1 Definition of Upgrades

Software upgrades are new major releases of Click&DECiDE products that usually provide improved functionality or additional features. A software upgrade is usually indicated by incrementing the numeral immediately to the right of the decimal point in the version number of the software (ex 10.<u>2</u>.1.0).

1.2.2 Definition of Updates

Software updates are minor releases, including service packs. A software update is usually indicated by incrementing the second numeral immediately to the right of the decimal point in the version number of the software (ex 10.2.<u>3</u>.0).

1.2.3 Definition of New Products and New Modules

Click&DECiDE may decide to offer a New Product or a New Module, to provide our customers with brand new additional value. A New Product would be a product that would be developed with brand new technology, and would bring disruptive value to the market. A New Module would be a set of features that would add functional value and would be complementary to the existing product.

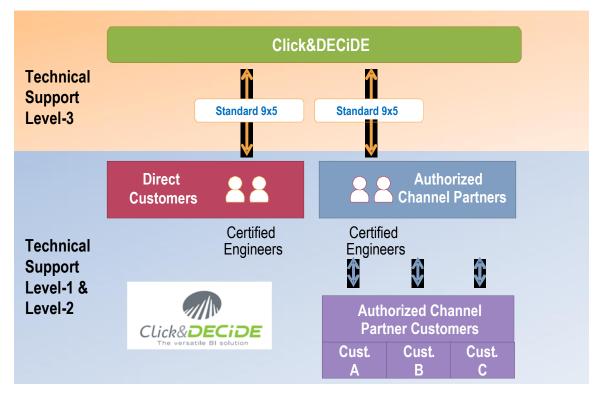
A New Module and a New Product would be priced separately.

1.3 Technical Support

Click&DECiDE provides "full support" or "limited support" for each version of software that has not reached an "end of support" status. Full and limited support description and support status for each product can be found on the Click&DECiDE Product Support website at: www.clickndecide.com

"Full support" is phone and online technical support with hot fixes created when required; "limited support" is phone and online technical support with hot fixes created only for a set of critical issues, occurring in particular cases.





1.3.2 Technical Support Levels

Level-1 technical support answers basic end customer questions that can usually be answered by referring to product documentation. Level-1 technical support is provided by a customer's internal help desk-like service or by a Click&DECiDE authorized partner.

Level-2 technical support is performed by the customer or the Click&DECiDE authorized partner when no solution could be found through Level-1 technical support. Level-2 technical support usually encompasses more advanced troubleshooting methods such as collecting logs and qualifying the support request particulars.

Level-3 technical support is involved only after Level-1 and Level-2 technical support efforts are unable to successfully resolve the support request. Click&DECiDE Support will act as the single point of contact to work with the customer or Click&DECiDE authorized partner and provide timely status communications through the resolution process. Level-3 technical support also includes the creation of hot fixes as and when determined necessary by Click&DECiDE.



1.3.3 Service Level Agreement for Click&DECiDE software

SLA is based on working days, 9*5 local time (CET)

Severity Level	Description	Initial Response Time	Status Updating	Resolution Target	
1 - Critical	Production system is down or is severely impacted	Within 90 minutes	As agreed with customer	Continuous efforts until an emergency solution is provided (workaround or hot fix)	
2 – Urgent	Product can be used but a critical group of functions is not available	Within 180 minutes	Daily	5 working days	
3 – Major	Product can be used but some moderate impact or functional restrictions	Within 1 day	Weekly	10 working days	
4 – Minor	Minor non-significant problem, request for enhancement, or documentation issue	Within 5 days		ed based upon the blem	

1.3.4 Technical Support Requests

Please note that it is strongly recommended that end-customers and / or Click&DECiDE authorized partners follow-up any email or web initiated technical support request for critical or urgent problems with a phone call to ensure the shortest possible response time.

It is also strongly recommended that end-customers and / or Click&DECiDE authorized partners send across written problem resolution request by email, indicating:

- * encountered problem
- * configuration and context of the problem

* send out the d7infos.d7i file through the Help> About > Details command, so that our customer service team gets a much detailed description of your environment

* any additional data that would be helpful to our Customer Service team



Click&DECiDE Support handles any of the following types of technical support requests:

- <u>Defects:</u> A defect is defined as a problem that exists within a product that prevents the product from performing a function that the product claims it performs. A defect generally requires some new code in order to resolve the problem. This is usually done as a hot fix if the customer is experiencing an emergency situation (severity Level-1 – Critical, or Level-2 - Urgent). In some cases, Click&DECiDE may decide to address a defect in a future release.
- <u>Enhancement Requests</u>: Additional product features may suggest by customers or Click&DECiDE authorized partners to Click&DECiDE Support. Click&DECiDE may decide to include such request in the future release of the product when many customers suggested the same or a similar one.
- <u>Request for Assistance</u>: These are requests that are not related to product defects or suggested enhancements but are requests for assistance regarding the implementation or configuration of Click&DECiDE products. These types of requests are not covered by Click&DECiDE's support services. In such cases, Click&DECiDE Support will forward these requests to the appropriate Click&DECiDE local authorized partner, or to Click&DECiDE internal group. Any such service, if provided, shall be on a separate fee basis.
- <u>Hardware (Appliance)</u>: Appliances benefit from the hardware vendor's support. Customers or Click&DECIDE authorized partners must contact Click&DECIDE Support and Click&DECiDE support will hand over to the hardware manufacturer.

1.3.5 Examples of different scenarii

The method for requesting support depends on whether the support request originates from a Click&DECiDE direct customer or a Click&DECiDE authorized partner, as follows:

Scenario 1:	You are an end customer and have purchased Click&DECiDE support from a
	Click&DECiDE authorized partner.

Requesting Technical Support	Requesting Maintenance
Contact your Click&DECiDE authorized partner	 Contact your Click&DECiDE authorized partner, or Register with the Click&DECiDE Web portal to download software upgrades and updates when available



Scenario 2: You are a Click&DECiDE direct customer and have purchased Click&DECiDE support directly from Click&DECiDE.

Requesting Technical Support	Requesting Maintenance
Contact Click&DECiDE Support after completing Level-1 and Level-2 technical support	Register with the Click&DECiDE Web portal to download software upgrades and updates when available

Scenario 3: You are a Click&DECiDE authorized partner and are asking for help on behalf of one of your customers.

Requesting Technical Support	Requesting Maintenance
Contact Click&DECiDE Support after completing Level-1 and Level-2 technical support	Register to the Click&DECiDE Web portal to download software upgrades and updates when available

1.3.5 Support Contacts

Email Support	support@ClicknDECiDE.com		
Web Site	www.ClicknDECiDE.com		

Support Telephone N° Tel: +33 (0)4 67 84 48 00

Please note that it is <u>strongly recommended</u> that end-customers and / or Click&DECiDE authorized partners follow-up on any email or web-initiated technical support request for critical or urgent problems, with a phone call to ensure the shortest possible response time.

It is also strongly recommended that end-customers and / or Click&DECiDE authorized partners send across written problem resolution request by email, indicating:

- number of maintenance agreement
- encountered problem
- configuration and context of the problem
- send out the d7infos.d7i file through the Help> About > Details command, so that our customer service team gets a much detailed description of your environment
- any additional data that would be helpful to our Customer Service team



1.4 Maintenance & Support Procurement Process

1.4.1 Initial Procurement

Going forward, Click&DECiDE highly recommends that support is to be purchased at the time of the software license purchase. The effective start date of the support subscription is the date of delivery of the license code called out in the "period of valid maintenance and support document" that will be issued by Click&DECiDE after receiving and validating the purchase order; then distributed to the appropriate Click&DECiDE authorized partner to be passed through to the end customer (at the partner's discretion). Signed support agreements are not required.

For annual subscriptions models, end customers are requested to sign a service level agreement with a minimum engagement of 3 years. The "period of valid maintenance and support document" will mention the period of maintenance and the year level.

Should, for some reason, the support and maintenance yearly fees not being purchased at the time of the software license purchase, the customer must purchase maintenance and support with a subscription start date of the original software license code delivery date.

Maintenance & support purchases may be for one year or up to 3 years.

The maintenance & support fees are calculated based on the related software license list price. The following example shall illustrate the calculation of the maintenance & support fees for standard support purchases by a Click&DECiDE authorized partner:

Software License List Price:	100€
Standard Support Fees (in %):	20%
Standard Support Fees:	20€

1.4.2 Renewal

Upon the expiration of the initial support period, maintenance & support may be renewed for successive periods, which shall in general consist of additional one-year or multi-year periods.

All products and licenses will be co-terminated and pro-rated at the time of renewal. The renewal date for future renewals is to be agreed upon with the Click&DECiDE customer and / or Click&DECiDE authorized partner as well as their renewal account manager.

Either party may terminate the maintenance and support subscription during any subsequent renewed period upon advanced written notice (registered or electronic mail) of at least three (3) months prior to the anniversary date. Should the Click&DECiDE customer and or Click&DECiDE authorized partner decide to do so, Click&DECiDE will not refund / or credit the remaining service fees.



Renewal support pricing is to be based on the then-current published price list at the time of renewal. For example, if a customer purchased a set of software licenses a year ago for $100 \in$, the support fees were $20 \in$. If the same customer wants to renew the support subscription, the renewal price would be $20 \in$.

In cases, in which the customer continued to purchase additional licenses or products during the covered maintenance period, which increased the accumulated volume to warrant a lower list price, the end customer would have to pay the new volume on the current pricelist.

Example:

- Customer A has purchased X licenses as well as maintenance & support subscriptions in 2008 using a list price in pricelist X; support subscription renewed once
- Customer A has purchased an additional Y licenses and maintenance & support subscriptions in 2009 using a list price in pricelist Y, support subscription was not renewed
- Customer A has purchased an additional Z licenses and maintenance & support subscriptions in 2010 using a list price in pricelist Z

Customer A wants to renew all support subscriptions. Which price list should be used to calculate the renewal and back-dated fees for those subscriptions that were not renewed?

The applicable price list would be the price list at the then current volume price for all X + Y + Z licenses.

The renewal quote will include a listing of all maintenance & support subscriptions to be renewed and notification to customer with all details regarding renewal, such as product, user number, price, and co-termination calculations. For the quotation, the latest SKUs or part numbers will be used.

A "Period of Valid Maintenance & Support" document will be delivered, which will contain all relevant information.



2. Hardware (Appliance)

Appliances sold by Click&DECiDE benefit from a 3 year on-site warranty offered by the hardware manufacturer, to all customers located in the European Union and North America. For all other countries, please send a request to your local Authorized Partner or to your Click&DECiDE sales account manager.

Hardware corrections, reparations, or replacements may be issued, depending on the defects and on circumstances.

Should the customer want to purchase it, hardware (Appliances) may benefit from the warranty extension of the hardware manufacturer, for one or more years

If and when applicable, Click&DECiDE Support will provide you with detailed instructions on where and how to send your defective hardware.

To initiate any activity (correction, reparation, or replacement process), please contact Click&DECiDE Support with the following information:

- Number of maintenance agreement
- Type of the appliance,
- Serial number,
- Date of purchase,
- Description of the problem
- Which software and release is installed

Upon receipt of your request, Click&DECiDE Support will contact the manufacturer. Click&DECiDE provide you with an RMA Information Document that includes a troubleshooting guide as well as RMA form to describe and identify appliance problems.

Once you have submitted the forms back to Click&DECiDE Customer Service, and your request has been deemed valid, Click&DECiDE will contact the manufacturer and provide you with the details to ship the hardware directly to the manufacturer.