



Acesis Support Policies

1 Definitions

"Acesis Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, as well as the day before or after Christmas day (depending upon the day of the week on which Christmas Day occurs) as determined by Acesis, and the day before or after New Year's Day (depending upon the day of the week on which New Year's Day occurs) as determined by Acesis, of which days Acesis must notify Customer at least nine (9) months in advance.

"Acesis Support Workdays" means all days Monday through Friday except for Acesis Holidays.

"Customer Data" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service.

"Error" means a reported Issue that (i) prevents the Licensed Software from conforming in material respects to applicable Documentation or Specifications, and (ii) is replicated by Acesis.

"Information Request" means "how to" questions, configuration inquiries, enhancement requests for the Licensed Software, Documentation or Specifications questions or other Customer requests for information.

"Issue" means a problem or query that is reported by Customer to Acesis.

"Level 1 Support" means providing reasonable assistance to Acesis and to Authorized Users in order to resolve or assist in the resolution of Issues. Level 1 activities include, but are not necessarily limited to:

- Serving as the primary contact for handling Issues and gathering information and descriptions regarding each Issue so as to ascertain the severity of each Issue;
- Providing Users with available resolutions to Issues if known;
- Analyzing issue symptoms and gathering additional data from Users as required for Acesis to engage in activities to resolve Issues;
- Recreating Issues in a Customer test environment and reporting the results to Acesis if such tests indicate an Error in the Licensed Software;
- Determining if a suspected Error is due to (1) improper access of the Licensed Software by the User or (2) prerequisite or operationally related equipment or software in use by the User;
- Attempting a bypass or circumvention of the suspected Error; and
- If after performing all such Level 1 support functions, the person providing Level 1 Support finds that the suspected Error appears to be in the Licensed Service, notifying Acesis pursuant to Section 3.6 below and providing a description of the problem and providing all supporting documentation and materials necessary to replicate the Error in Acesis's development environment in Mountain View, California.

"Level 2 Support" means providing reasonable telephone and email support in the form of advice and counsel in support of Customer Level 1 Support activities, correcting Errors, and communicating to Customer the status of activities associated with correcting Errors.

"Priority 1 Error" means an Error in the Licensed Service that results in extremely serious interruptions to Customer's production application. The Error has affected, or could affect, the entire user community. Tasks that should be executed immediately cannot be executed because the application is unavailable or main functions of the production application are severely interrupted. Data integrity is compromised and the service request requires immediate processing as the Error is critically impacting the Customer's success in using the application.

"Priority 2 Error" means an Error in the Licensed Service that results in serious interruptions to normal operations or will negatively impact an enterprise-wide production application rollout. In a production application, important tasks cannot be performed, but the Error does not impair essential operations, and processing can still continue in a restricted manner. In a development environment, the Error hinders application deployment. The service request requires timely processing because the Error could cause serious interruptions to critical processes or negatively impact business operations.

"Priority 3 Error" means an Error in the Licensed Service that causes interruptions in normal operations. The Error does not prevent operation of the application. There could be minor degradation in performance. The Error is attributed to malfunctioning or incorrect behavior of the Licensed Software. The Error will affect a pilot or proof-of-concept deadline. A management escalation process will be enacted when response-time targets are exceeded or when the customer is dissatisfied with the solution provided.

"Priority 4 Error" means an Error in the Licensed Service that results in minimal or no interruptions to normal operations (no significant business impact). The Error consists of cosmetic issues such as misspellings or misalignments of information on a screen or a report, or errors in documentation. A management escalation process will be enacted when response-time targets are exceeded or when the customer is dissatisfied with the solution provided.

"Software Update" means a version of the Licensed Service containing error corrections, bug fixes and/or functionality enhancements. Updates are identified by means of a change of the number to the right of the decimal point, (e.g. update from version 3.1 to version 3.2) and Software Updates are part and parcel of Normal Support Services.

"Software Upgrade" means a version of the Licensed Service containing major functional enhancements, modifications and/or extensions. Upgrades are identified by means of a change of the number to the left of the decimal point, (e.g. upgrade from version 3.2 to version 4.0) and Software Upgrades are part and parcel of Normal Support Services.

2 Delivery of Service Updates and Service Upgrades

Acesis shall notify Customer of all Service Updates and Service Upgrades upon such modifications to Service being made generally available to Acesis's customer base.

3 Support

3.1 Party Providing Level 1 Support.

Customer shall provide Level 1 Support.

3.2 Party Providing Level 2 Support.

Acesis shall provide Level 2 Support.

3.3 Error Corrections.

Acesis shall use commercially reasonable efforts to provide solutions, changes and corrections to the Licensed

Service as are required to correct Errors.

3.4 Customer Level 2 Support Contacts.

Customer shall identify two (2) persons ("Customer Level 2 Support Contacts") who will correspond with Aceso's support personnel as provided hereunder. Customer agrees to provide Aceso with the names, locations, telephone numbers and email addresses of the Customer Level 2 Support Contacts. Customer may change Customer Level 2 Support Contacts by providing Aceso with notice either in writing or by email to Aceso's support personnel at support@acesis.com.

3.5 Level 2 Support.

Level 2 Support shall be provided as follows:

- Customer shall not be limited in the number of Issues reported to Aceso.
- Aceso Level 2 Support shall be provided via interactions with the Customer Level 2 Support Contracts
- Direct contact with Aceso Level 2 Support personnel shall be provided Monday through Friday from 6:00 AM to 6:00 PM (Pacific Time), exclusive of Aceso Holidays.
- In the event that Customer fails to provide Level 1 Support and Aceso is required to provide such Level 1 Support, Customer shall pay Aceso on a time and materials basis, at Aceso's then-current rates, for Level 1 Support, and Aceso shall not be bound by the response schedules described below.
- Over time Aceso will construct world wide web support site at <http://www.acesis.com> where Customer may access and obtain Aceso's knowledge databases, frequently asked questions ("FAQs"), technical tips and release notes.

3.6 Contacting Aceso Support.

Subject to Customer's Level 1 Support obligations, the Customer Level 2 Support Contacts shall report Issues to Aceso via the following contacts:

- Aceso's general Level 2 Support engineers via Aceso's support phone number(s) or email at support@acesis.com.

For Priority 1 and Priority 2 Errors the Customer Level 2 Support Contact shall, in addition to any notification by any other means, notify Aceso by telephoning an Aceso support specialist. In the event the Customer Level 2 Support Contact cannot make contact with an Aceso support specialist, the Customer Level 2 Support Contact shall continue efforts to personally notify Aceso by leaving a voice message for the Aceso support specialist and by also calling the following Aceso representatives in the order listed until a Aceso representative is contacted in person:

- Aceso Manager of Customer Support
- Aceso Vice President of Services
- Customer's Aceso Sales Executive

4 Error Classification

The parties shall mutually agree to a classification based on the description of the Error.

5 Aceso Level 2 Support Commitments

5.1 For Critical (Priority 1) (P1) Errors

Support Coverage - 6:00 am to 6:00 pm Pacific time on Aceso Support Workdays.

Aceso also provides additional contacts of Aceso company management personnel and company executives for use by Customer when critical errors occur outside the time window during which support coverage is scheduled.

First response from Aceso via email or voice within 1 business hour of report of error by Customer via email and voice.

All commercially reasonable efforts from Aceso until the error is resolved via a product fix or a workaround.

Updates provided to Customer every 2 business hours via email or voice.

5.2 For Urgent (Priority 2) (P2) Errors

Support Coverage - 6:00 am to 6:00 pm Pacific time on Aceso Support Workdays.

First response from Aceso via email or voice within 2 business hours of report of error by Customer via email and voice.

All commercially reasonable efforts from Aceso until the error is resolved via a product fix or a workaround.

Updates provided to Customer twice daily via email or voice at Customer's request via email or voice.

5.3 For Important (Priority 3) (P3) Errors

Support Coverage - 8:00 am to 5:00 pm Pacific time on Aceso Support Workdays.

First response from Aceso via email or voice within one (1) business day of report or error by Customer via email.

Reasonable effort from Aceso to resolve the error via a product fix or a workaround.

Updates provided to Customer via email or voice within two (2) business days of a request from Customer via email.

5.4 For Minor (Priority 4) (P4) Errors

Support Coverage - 8:00 am to 5:00 pm Pacific time on Aceso Support Workdays.

First response from Aceso via email or voice within two (2) business days of request from Customer via email.

Reasonable effort from Aceso to incorporate a resolution into future product releases.

Updates provided to Customer when Aceso provides updates of product plans to Aceso's general customer base.

5.5 For Information Requests

Support Coverage - 8:00 am to 5:00 pm Pacific time on Aceso Support Workdays.

First response from Aceso via email or voice within two (2) business days of request from Customer via email.

Reasonable effort from Acesois to provide Customer with the requested information.

6 Error Classification Dispute Resolution

In the event there is a dispute between the Customer Level 2 Support Contact and Acesois regarding the classification of an Error, and the dispute is not resolved within twenty-four (24) hours after the report from the Customer Level 2 Support Contact, such dispute shall be referred to Acesois's Customer Support manager and the supervisor of Customer's Level 2 Support Contact for resolution.

In the event such personnel cannot resolve the dispute within twenty-four (24) hours from the referral of the dispute to them, the issue shall be referred to the Customer next higher level of management and Acesois's Vice President of Services.

In the event such personnel cannot resolve the dispute within twenty-four (24) hours from the referral of the dispute to them, either party may exercise any rights it may have at equity or in law or otherwise.

7 Data Backup

The Service includes reasonable commercial backup and restore services, including the nightly backup of database content on secure data media. Such data media are retained for two (2) weeks after which they are available for reuse in performing subsequent data backups.

8 Return or Destruction of Customer Data and Information

Upon termination, cancellation, expiration, or other conclusion of the Agreement, Acesois shall destroy or return Customer Data to Customer. The return of Customer Data to Customer shall be at no charge to the Customer and shall be in the form of one or more files containing the Customer Data. Acesois shall complete such return or destruction not less than thirty (30) days after the expiration date of the Licensed Services.