

Support Maintenance Terms

1. Definitions

Business Hour: means each hour during a Business Day.

Business Day: means 8:00 a.m. and 5:00 p.m. local time on a Monday through a Friday, excluding local public holidays.

Error: means any Severity Level S1 error, Severity Level S2 error, Severity Level S3 error or Severity Level S4 error, each as defined in the Error Severity Definition Table below.

Major Releases: means generally commercially released major new releases, modifications or enhancements to the same Software product as designated by a change in the number to the left of the decimal in the version number. Major Releases do not include separate or different products marketed by PortX under a different name even if such products are compatible with the relevant Software product.

Minor Releases: means generally commercially released code corrections, patches, updates and minor version releases of the same Software product as designated by a change in the number to the right of the decimal in the version number.

Severity Level Description

S1

System Outage Production system outage, or non-production outage impacting critical milestone

This includes the following scenarios:

The Software in production environment is unusable and/or is severely impacting other critical business functions, and no workaround is available.

The Software is in non-production environment and is nearing a critical milestone, is unusable, and no workaround is available.

S2

Key Functionality Impaired; No WorkaroundThe reported issue affects key functionality and/or causes some performance degradation, and no workaround is available. Other product features are still functional.

S3

Moderate Impact with WorkaroundIssue has moderate or minor impact on usage, and product remains functional. This category may include enhancement requests, common how-to questions, and any product issues with a viable workaround.

S4

Minor ImpactIncludes minor, cosmetic, or documentation-related issues, and enhancement requests that are not time-sensitive. There is no impact on the product's existing features.

2. Support

During the Subscription Term, PortX shall use commercially reasonable efforts to respond to online and email support requests regarding use and deployment, and PortX will provide Major and Minor Releases of the same Software product(s) licensed by Customer (“Maintenance”).

3. Additional Designated Customer Contacts

Customer may elect to increase the number of Designated Customer Contacts at PortX's then current applicable fee.

4. Error Designation

PortX's support personnel will (a) verify Customer detected Errors, provided that the Errors can be recreated with an unmodified version of the Software and (b) determine the severity of the support request and whether the support request is a Severity Level S1 error, a Severity Level S2 error, a Severity Level S3 error, a Severity Level S4 error or not an Error.

5. Error Response

Upon receipt of notice of an Error, PortX shall assign appropriate technical personnel to the issue and provide Customer with acknowledgment that it has received such Error notice (such actions together, a “Response”). PortX will provide Customer with a Response to each incident within the number of business days pursuant to the Service Level as specified above. PortX will use commercially reasonable efforts to promptly resolve each incident, although Customer acknowledges that the actual resolution time will depend on the nature of the incident and the resolution. A resolution may consist of a fix, workaround or other solution in PortX's reasonable determination.

6. Back Support

Support and Maintenance is provided for (i) the current Release (Major or Minor) of the Software and (ii) the immediately prior Major Release for a period of eighteen (18) months from the date of the current Major Release.

7. Conditions for Providing Support

PortX's obligation to provide Support is conditioned upon the following: (a) Customer makes reasonable efforts to correct the Error after consulting with PortX; (b) Customer provides PortX with sufficient information and resources to correct the Error either at PortX's customer support center or via remote access to Customer's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Customer promptly installs all Minor releases; and (d) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

8. Exclusions

The following are excluded from PortX's Support and Maintenance obligations: (i) Software that is used on or in conjunction with hardware or software other than as specified in the Documentation; (ii) altered or modified Software, unless altered or modified by PortX; (iii) defects in the Software due to accident, hardware malfunction, abuse or improper use; (iv) any version of the Software for which Support and Maintenance services have been discontinued by PortX; (v) any Error caused by third party software not licensed through PortX; (vi) evaluation software or other software provided at no charge (other than Professional connectors as identified on PortX.com; and (vii) open source versions of PortX products; (viii) any software sold separately by PortX; (ix) Results; and (x) Third Party Solutions Components.

9. Suspension of Support and Maintenance

PortX reserves the right to suspend performance of Support and Maintenance if Customer fails to pay any amount that is payable to PortX under the Agreement within thirty (30) days after such amount becomes due.