JAMA SOFTWARE
MAINTENANCE AND SUPPORT SERVICE TERMS

Jama Software, Inc. ("Jama") shall provide Maintenance and Support Services in accordance with the following terms, which such terms may be amended from time to time by Jama.

1) **Definitions.**

"Patch Release" means a progressing of the 3rd digit of the version release number in a three point version control system (e.g., v2.1.1 to v2.1.2).

"Point Release" means a progressing of the 1st or 2nd digit of the version release number in a three point version control system, as applicable (e.g., v1.5 to v2.0 or v2.1 to v2.2), not including any Patch Releases.

"Update" means a Software patch issued by Jama to correct defects or deficiencies in Software or to provide minor modifications that do not substantially change the basic character or structure of Software.

"Upgrade" means an incremental release of Software that provides significant improvements (not merely corrections for Software defects and deficiencies) and changes the basic character or structure of Software, including, by way of example only, the inclusion of additional features and/or functionality.

2) **Supported Versions of the Software.**

For a period of twelve (12) months after the date of release of a Point Release by Jama, Jama will provide the Maintenance and Support Services described herein for such Point Release and any related Patch Releases; provided that in the event that Customer has elected to participate in Jama's Express Release Channel Program for on-premise installations, Jama will provide the Maintenance and Support Services described herein for only the then-current Point or Patch Release and immediately preceding Point or Patch Release.

3) **Items Covered by Maintenance and Support.** Maintenance and Support shall include:

a. online and phone support for technical issues relating to the use of the Software (including errors or problems with the Software, issues during installation and assistance understanding specific features); and

b. all available Updates and Upgrades as they become available for general release (electronically via download from Jama's website).

4) **Items Not Covered by Maintenance and Support.**

Jama is not obligated to provide Maintenance and Support for errors or problems caused by the following (each, an "Excluded Cause"):

   a. third-party components not provided by Jama, including, without limitation, related databases;
   b. any modifications to or extensions of the Software;
   c. use of the Software other than in a recommended environment described in the Documentation;
   d. continued use of a Point Release or Patch Release version of the Software for which Maintenance and Support is no longer provided in accordance with Section 2 above; or
   e. any modifications to a related database or schema.

5) **Customer Obligations.**

Customer agrees to provide Jama with all information and materials requested by Jama for use in replicating, diagnosing and correcting an error or other problem with the Software reported by Customer. Customer acknowledges that Jama's ability to provide satisfactory Maintenance and Support is dependent on Jama having the information necessary to replicate the reported problem with the Software. In reporting an error to Jama, Customers hosting their own instances of Jama Software will send a complete and accurate error report (an "Error Report").

Additionally, in order for Jama to properly provide the Support and Maintenance described herein, upon request, Customer must implement certain monitoring tools that accomplish the following:
   - Ability to troubleshoot within a browser other than end user's default (e.g. if default is Internet Explorer, then the ability to troubleshoot within Chrome or Firefox);
   - Frontend/UI & Network Troubleshooting (e.g. Chrome, Fiddler, Charles Proxy);
   - Network troubleshooting (e.g. Wireshark);
   - Thread Dumps and Profiling (Thread dumps are native functionality within Java) (examples of Profiling tools: Java Mission Control, jProfiler, VisualVM); and
   - Application Performance Monitoring (e.g. Introscope, Java Melody, Java Mission Control, App Dynamics, New Relic).

Customer may choose and administer whichever specific tool they wish to accomplish the foregoing provided that Customer acknowledges that Jama-recommended tools are preferred. If Customer does not implement and maintain the foregoing functionality upon Jama request Jama's ability to provide Support and Maintenance Services may be impaired and Customer's use of the Software may be negatively impacted.

6) Contact Methods.

Named representatives designated by Customer may contact Jama to provide an Error Report and request Maintenance and Support by any of the following methods:

    a.   community postings available at community.jamasoftware.com,

    b.   email to support@jamasoftware.com or

    c.   phone 1-800-679-3058 or such other phone number(s) provided by Jama.

Standard Support customers may have up to two (2) support contacts. Enterprise Support customers may have up to four (4) support contacts.

WHILE JAMA WILL USE COMMERCIALLY REASONABLE EFFORTS TO RESPOND TO CUSTOMER'S REQUEST USING ALL OF THE ABOVE METHODS, JAMA ONLY GUARANTEES ITS INITIAL RESPONSE TIMES WHEN CONTACTED VIA TELEPHONE.

7) Business Hours and Days. Determination of business hours for support is based upon location of Customer's main headquarters unless otherwise denoted.

    a.   <u>For Standard Support:</u>
        i.   Worldwide business hours exclusive of EU-based customers are defined as 7:00 AM to 5:00 PM Pacific Time, Monday through Friday, exclusive of the following holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day (US)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

        ii.   European business hours are defined as 7:00 AM to 4:00 PM GMT+1, Monday through Friday exclusive of federal and bank holidays observed in the Netherlands.

    b.   <u>For Enterprise Support:</u> For all regions business hours are defined as 3:00 PM Sunday to 6:00 PM Friday Pacific Time, (add 8 or 9 hours for GMT conversion depending upon Daylight Savings) Monday through Friday, exclusive of all holidays listed above.

    c.   One business day is comprised of eight business hours in the particular geographies listed above.

8) Response Times.
If an Error Report is submitted to Jama via telephone, Jama shall comply with the response times set forth below based on the severity level of the particular Error as determined by Jama. For Error Reports submitted via any other method, Jama will use commercially reasonable efforts to comply with the following response times but does not guarantee such compliance. Note that severity level designations may be lowered by Jama upon making available a workaround or other such solution to a particular issue.

Severity Level	Definition	Initial Response

Critical (Sev 1)	A Critical Severity issue has significant to critical business impact on a production system, resulting in Customer's production system being either down, or functioning at a significantly reduced capacity.	Jama agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Severity fault within the designated time frames below after notification by Customer. Jama will use commercially reasonable efforts to resolve Critical Severity faults as soon as possible. The resolution will be delivered to Customer as a work-around or as an emergency software fix. If Jama delivers an acceptable work-around instead of a solution, the severity classification will drop to a Medium Severity or lower.
		
		Sev 1 Designated Time Frames:
		- Enterprise Support Customers:
		  - 24 hours (with target of 1 hour) if via phone
		  - one business day hours if via online ticket
		- Standard Support Customers: two business days

Medium (Sev 2)	A Medium Severity issue has some business impact on a production system, resulting in some functionality loss on Customer's production system. The Software is usable, but does not provide a function in the most convenient or expeditious manner.	Jama agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Medium Severity fault within the designated time frames below. Jama will use commercially reasonable efforts to resolve Medium Severity faults within thirty (30) days or in the next Update of the Software. If Jama determines, in its sole discretion, that the requirement is unique to Customer's operations, Jama will notify Customer within two (2) weeks of receiving notification of the fault with an appropriate recommendation and estimate for resolving the incident. Sev 2 Designated Time Frames: - Enterprise Support Customers: two business days - Standard Support Customers: three business days
Low (Sev 3)	A Low Severity issue is any issue pertaining to a non-production instance and, for production instances, any issue that does not fall into either a Critical or Medium Severity Level above including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer's production system. Any request for a root cause analysis is deemed a Low Severity Level request.	Jama agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Low Severity fault within the designated time frames below. Jama does not guarantee a resolution time for Low Severity incidents. Sev 3 Designated Response Time Frames: - Enterprise Support Customers: three business days - Standard Support Customers: four business days