

Mbedthis Support Agreement

This is a Licence Agreement between Mbedthis Software LLC. ("Mbedthis") and you, the Customer.

Definitions

"Program Errors" means one (1) or more reproducible deviations in the standard, unmodified Product from the applicable specifications shown in the product documentation.

1. Support Services

Mbedthis will provide technical support services to Customer for Program Errors reported to Mbedthis by Customer and not resolved by Customer. Subject to the terms below, services shall include efforts by Mbedthis to identify defective source code and to provide corrections, workarounds and/or patches to correct Program Errors. In no event shall Customer be entitled to support services which cost Mbedthis in excess of the amount paid to Mbedthis during the current year under this Support Agreement.

2. Reporting Issues

Mbedthis will use reasonable commercial efforts to resolve each significant Program Error that Customer reports to Mbedthis and that Mbedthis confirms. Customer shall report Program Errors using the email address support@mbedthis.com shall provide sufficient information for Mbedthis to duplicate the Program Error before Mbedthis's response obligations will commence. This report shall include a complete description of the problem and how to reproduce it, an initial severity level assessment, full details of the software and hardware environment and a test case that demonstrates the problem using the standard unmodified Software distribution. Mbedthis may reclassify Program Errors if it reasonably believes that Customer's classification is incorrect.

3. Support Procedure

Mbedthis shall respond to Program Errors reported by Customer by providing either a reasonable workaround, an object code patch or a specific action plan for how Mbedthis will address the problem and an estimate of how long it will take to rectify the defect. Unless otherwise authorized in writing by Mbedthis, Mbedthis will not be required to correct any Program Error caused by (a) any non conformance caused by neglect, misuse, alteration, modification, or enhancement of the Software; (b) the failure to provide an installation environment recommended for the Software; (c) use of the Software for other than the specific purpose for which the Software is intended; (d) use of the Software on any systems other than the specified hardware platform for such Software; or (e) failure to incorporate any Software revision or patch previously released by Mbedthis which corrects such Program Error.

4. Status Updates

Mbedthis will use reasonable commercial efforts to communicate with Customer about the Program Error via e-mail within the targeted response times set forth below.

5. Version Support

Mbedthis agrees to support a given revision of the Software for the shorter of (i) 6 months from the date such revision is superseded by the next sequential Software update; or (ii) until such revision is superseded by 2 sequential Software revisions.

6. Targeted Regular Response Times

Target response times exclude public holidays recognized by Mbedthis and are described by Table 1. Target Response Times.

Table 1. Target Response Times

Priority	Failure	Initial Response Time	Status Updates
1 - Critical	Customer's Integrated Product is not functioning	5 days	5 days
2 – Severe Impact	Customer's Integrated Product has significant issues disabling key functions.	10 days	10 days
3 – Degraded Operations	Customer's Integrated Product has issues but a workaround is possible.	20 days	20 days
4 – Minimal Impact		30 days	Nil