

TWIKI.NET Support Policies

1. Definitions

“Third Party Software” means software components that are included in the Certified TWiki stack and are licensed under certain third party licenses.

“TWIKI.NET Software” means software developed by TWIKI.NET, including software for installation and management of Certified TWiki, provided either under the TWIKI.NET EULA in object code form only, or for specific modules and components as source and object code under the appropriate license indicated at www.twiki.net/licenses.html

“Certified TWiki ” means the combination of software consisting of TWIKI.NET Software and Third Party Software, packaged and bundled into a single stack that has been integrated, tested, packaged and distributed by TWIKI.NET.

“Optional Modules” means a non-mandatory software component that can be added to or removed from a Certified TWiki stack by a user, such as a TWIKI.NET application extension or plug-in.

“Documentation” means TWIKI.NET's current user guides, operating instructions, release notes, rollup announcements and installation guides generally provided with the TWIKI.NET Software to its customers.

“Error” means either (a) a failure of the software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the software, and/or (b) a problem requiring new procedures, clarifications, additional information and/or requests for product enhancements.

“Order” means the document by which the TWIKI.NET Subscription is procured by customer. The Order shall reference and be solely governed by the TWIKI.NET Subscription Agreement.

“Support Services” means the technical support and software update services provided by TWIKI.NET under a TWIKI.NET Subscription Agreement

“Support Services Term” Unless otherwise stated in an Order or contractual agreement between TWIKI.NET and customer, TWIKI.NET's Support Services terms, including pricing, reflect a 12-month period.

“Target Response Time” is defined as time elapsed between customer reporting an issue via telephone or electronic correspondence and a TWIKI.NET Technical Support Engineer acknowledging the receipt and beginning the resolution process.

“Fix” means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on customer.

“Update” means a Fix for a specific version of the Certified TWiki.

“Upgrade” means a revision to the Software released by TWIKI.NET to its end user customers generally, during the Support Services Term, to add new and different function or to increase the

capacity of the Certified TWiki. Upgrade does not include the release of a new product or added features for which there may be a separate charge

2. Overview

The policies stated in this document apply to TWIKI.NET Support Services worldwide. Support Services ordered by customers will be provided under TWIKI.NET's Support Policy in effect on the date services are requested. The policies are subject to local laws and local business practices in individual countries around the world. As such, TWIKI.NET, in its sole discretion, may modify these policies to meet the business and legal requirements in certain countries.

TWIKI.NET Support Services are delivered

	TWIKI.NET Subscription - Silver	TWIKI.NET Subscription - Gold
Number of support incidents:	Unlimited	Unlimited
Hours of coverage:	9 am – 5 pm Pacific time	9 am – 5 pm Pacific time
Target response times:	Next business day	Within 4 business hours for Severity 1 issues Next business day for all other issues
# of designated contacts:	2	2
Incident submission	Via TWIKI.NET web site	Via TWIKI.NET web site and phone

3. TWIKI.NET Technical Support

For customers who have purchased Support Services for Certified TWiki, TWIKI.NET will provide assistance on the following:

- Installation and configuration issues;
- Issues with the integration of Third Party Software and TWIKI.NET Software in Certified TWiki;
- Issues with native documented usage of Third Party Software and TWIKI.NET Software in Certified TWiki;
- Issues relating to Updates and Upgrades delivered through the TWIKI.NET update service;

For Certified TWiki, TWIKI.NET will only provide assistance for Third Party Software and TWIKI.NET Software in their use in Certified TWiki, not on a standalone basis.

In some cases, TWIKI.NET may provide Optional Modules for Certified TWiki. In these cases, TWIKI.NET will provide assistance on the following:

- Installation issues;
- Configuration issues;

- Issues with the Integration of Optional Modules in Certified TWiki stack;

Consultative support services, such as programming tips and guidelines, architecture and design choices, performance tuning, optimization and application migration, are not included in the Support Services. TWIKI.NET can, however, refer to 3rd parties that can provide consultative support services.

4. Severity Levels

A customer shall reasonably determine the severity level of Errors, pursuant to the following protocols:

	Production Environments	Development Environments
Severity 1 Errors (High Severity)	(i) Production system is severely impacted or completely down, or (ii) System operations or business critical applications are down	(i) An application is in final testing, facing a critical schedule and/or milestone or (ii) Entire development efforts are blocked.
Severity 2 Errors (Critical Severity)	(i) The production system is functioning with limited capabilities, or (ii) The production system is unstable with periodic interruptions, or (iii) Mission critical applications, while not being affected, have experienced material system interruptions.	(i) There is a time sensitive question impacting performance or deliverables, or (ii) A major subsystem under development is blocked.
Severity 3 Errors (Normal Severity)	(i) Errors in fully operational production systems, causing partial, non-critical functionality loss. One which impairs some operations but allows the customer to continue to function, or (ii) Clarification of procedure or information in documentation, or (iii) Request for a product enhancement.	(i) Errors in system development that may impact performance deliverables, or (ii) Clarification of procedures or information in documentation, or (iii) Request for a product enhancement.

5. Named Customer Contacts

The TWIKI.NET customer support team will provide assistance to a limited number of designated contacts who will develop, maintain or support customer's application which use Certified TWiki (Named Customer Contacts). Named Customer Contacts will be the only interface to the TWIKI.NET customer support team.

6. Updates

TWIKI.NET provides Updates designed to solve or by-pass security vulnerabilities and critical errors for Third Party Software and TWIKI.NET Software in Certified TWiki. Customer must have a TWIKI.NET Subscription in place for each server to be entitled to receive and implement TWIKI.NET Updates. Updates provided by TWIKI.NET may be used only for the benefit of the Customer and only for machines with subscriptions. Customer may not use one TWIKI.NET serial number/key for more than one machine concurrently.

Updates will be delivered as driven by critical events, such as the discovery of security vulnerabilities for a Third Party Software component or when they are made available by TWIKI.NET. If TWIKI.NET determines that an Update is required in order to remedy an error in one or more Third Party Software component, TWIKI.NET will act as follows:

- Identify the relevant Update that is committed into the Third Party Software component's source code repository and is made available by its respective provider or community, such as the CentOS community;
- Certify the Update;
- Provide the Update through the TWIKI.NET update service;
- If an Update is not available for a specific error, TWIKI.NET may at its sole discretion develop an Update or work with the development community for a Third Party Software component to attempt to develop an Update;

7. Criteria for releasing an Update

TWIKI.NET will consider the following types of Updates to be released through the update service:

- a) Updates for security alerts provided by the respective provider or community for a particular Third Party Software component, whose criticality meets or exceeds the minimum security risk level as determined by TWIKI.NET;
- b) Updates for any issue identified by a customer that has critical security vulnerability and/or severity 1 impact on customer and has no known workaround;

8. Custom Updates

Custom Updates or software fixes that are developed by TWIKI.NET on a consulting basis or by other third parties are not covered by a TWIKI.NET support agreement. Custom Updates should only be used in test environments, pending the delivery of a permanent solution.

9. Conditions for Providing Technical Support

TWIKI.NET's obligation to provide Support Services is conditioned upon all of the following:

- Customer has a valid current TWIKI.NET Subscription Agreement
- Customer makes reasonable efforts to correct an Error after consulting with TWIKI.NET;
- Customer uses components in a Certified TWiki stack as per TWIKI.NET documented usage;
- Customer provides TWIKI.NET with sufficient information and resources to correct the Error either with TWIKI.NET'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;

- Customer promptly installs all Updates according to TWIKI.NET instructions;
- Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Certified Twiki;
- Customer uses unmodified binaries (binaries such as jar files, war files, .a files, .dll files, and .so files downloaded from TWIKI.NET) and scripts (shell scripts, Perl scripts etc.) from TWIKI.NET;
- Customer reports the issue via Named Customer Contacts.

10. Exclusions from Support Services

TWIKI.NET is not obligated to provide Support Services if any of the following situation is true:

- Certified TWiki and/or its components have been changed, modified, unpackaged or damaged;
- Customer is using an unsupported configuration of Certified TWiki;
- The error is caused by customer's negligence, hardware malfunction or other causes beyond the reasonable control of TWIKI.NET;
- The Error is caused by third party software not licensed through TWIKI.NET;
- Customer has not installed and implemented Updates supplied by TWIKI.NET to bring Software to a version supported by TWIKI.NET;
- The Error is caused by a component that is either not bundled in Certified TWiki or it is not supported by TWIKI.NET;
- Customer has deployed Certified TWiki on an uncertified operating system (including Service Pack or Update #) ;
- Customer has deployed Certified TWiki on a certified version of an operating system and has altered, deleted, or added utilities/libraries shipped by the operating system vendor;
- Customer has not paid any and all fees to TWIKI.NET when due.

11. Discontinuance of Support Services

TWIKI.NET reserves the right to modify the Support Services at any time and for any reason. It may become necessary as a part of TWIKI.NET's product life cycle to discontinue released versions and their related programs including Support Services. Discontinuance notices are generally posted on the TWIKI.NET website. Discontinuance Notices contain dates when support will be discontinued and information about relevant migration paths for certain features and releases. Discontinuance notices are subject to change. Following the end of the published discontinuance time period, TWIKI.NET reserves the right to request the customer to upgrade to the then-current version, only available with a current support program agreement.

12. Fees

Services are ordered annually in advance of TWIKI.NET's provision of Services. Unless otherwise stated in an Order or contractual agreement between TWIKI.NET and customer, Services fees are due and payable annually in advance of each Services Term. Services fees paid are nonrefundable.