



GENERO

SERVICE LEVEL AGREEMENT

TECHNICAL SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

This Service Level Agreement sets forth the support interface and support response objectives between Four Js Development Tools Ltd. and its customers that are covered by their current product maintenance term.

DEFINITIONS

“Business Hours” means in local time from Monday to Friday:

- Continental Europe: 9:00AM to 6:00PM CET (GMT+1)
- Latin America: 8:00 to 19:00 CST (GMT -6)
- United Kingdom and Ireland: 9:00 to 17:50 GMT
- USA and Canada: 8:30 to 17:30 CST (GMT -6)
- Australia: 9:00 to 17:30 AEST (GMT +10)
- New Zealand: 9:00 to 17:30 NZST (GMT +12)
- Malaysia: 9:00 to 17:30 MYT (GMT +7)

N.B. Business hours are subject to local “daylight savings” adjustments.

“Day” means, unless otherwise specified, a business day – excluding weekends and holidays observed by Four Js or customer.

“Channel Partner” means either a reseller, distributor, value added reseller or OEM partner of Four Js that has a license to resell the Software.

“Click-through Agreement” means the End User License Agreement that has been accepted by the End User during the download and installation process from the Four Js web site www.4js.com.

“End User” means a person or entity acquiring a license to the Software for its own use and not for resale, redistribution or remarketing. In the case of a Channel Partner’s internal use of the Software, Channel Partner shall be deemed an End User.

“End User Documentation” means the user documentation distributed by Four Js describing the features and use of the Software.

“End User License” means the written or Click-through Agreement between an End User and Four Js Channel Partner, under which such End User receives a right to use the Software (in Object Code form only) and any applicable End User Documentation.

“Escalation” is an act, which expedites the Problem Resolution Request Process through requesting assistance of Four Js to add resources or raise management awareness to a specific customer problem.

“Engineering response” is direct, real-time contact with a technical support or development engineer.

“Feature Request”

A feature request exists if a customer has requested an enhancement to Four Js product.

“**Interim Solution**” or “**Interim Release**” means an interim solution or release for Four Js on a specific platform which contains critical Program Error fixes on top of the current version and which, under most circumstances, will be contained in a future Permanent Solution.

“**Major Release**” means a change in the release nomenclature of the *first-most significant digit*. For example, a 1.X release is replaced by a 2.X release. Significant new features have been added to the Software.

“**Minor Release**” means a change in the release nomenclature of the *second-most significant digit*. For example, a 2.3x release is replaced by a 2.4x release.

“**Maintenance Release**” means a change in the release nomenclature of the *third-most significant digit*. For example, a 2.30 release is replaced by a 2.32 release.

“**Marketing Materials**” mean the brochures, manuals, technical specification sheets, demonstrations, presentations and other marketing sales literature provided by Four Js’ Channel Partner for use in marketing and selling the Software.

“**New Products**” means new products, features or functionality that Four Js elects generally to provide or license to its customers on a separate or stand-alone basis or for which Four Js otherwise charges a separate or additional fees or receives additional compensation. New Products specifically excludes Updates.

“**Non-technical response**” is defined as a message left with a person or answering service that can acknowledge and log the call.

“**Object Code**” means the fully compiled, binary version of a software program that can be executed by a computer and used by an End User without further compilation, assembly or intermediate steps.

“**Permanent Solution**” means, in the case of a Four Js Program Error, a maintenance release, minor or major release of the Four Js Product or documentation in which the problem has been resolved such that the product substantially conforms to Four Js Product Documentation.

“**Prioritization Method**” is based on three criteria:

- **Priority** - impact on customers business,
- **Frequency** - how many customers have seen the problem
- **Age** - how long the problem has been open.

N.B. Most important is the way the customers describe the impact on their business. If it's an emergency, for example a customer has a production system down, an application down, or a development system down, they are working around the clock to correct it and so are Four Js.

“**Program Errors**” means an error or defect in the Four Js Product or documentation such that it does not substantially work as specified in the Four Js Product documentation.

“**Problem Priority**” means the urgency with which End Users or Channel Partners reasonably desire the company to respond to their problem.

- **Priority 1 (Emergency)** product problems are crises: an End User’s system is down, a major operational function is unavailable, or a critical interface has failed. A system recovery or workaround is required immediately. All involved parties will work continuously to provide relief so that the problem can be moved to Priority 2 status.
- **Priority 2 (Critical)** product problems are critical to the End User’s or Channel Partner’s success and require immediate resolution.
- **Priority 3 (High)** product problems are problems that need to be resolved as soon as possible. Most of these problems have acceptable workarounds, or the Software recovers by itself. If the problem is a product defect, the workaround may be replaced by a Permanent Solution in a subsequent maintenance release.

- **Priority 4 (Normal)** situations are technical questions or problems requiring resolution - many of which are of a “how to” nature, or feature requests. If the problem is a product defect, a Permanent Solution may be provided in a future release.

“**Problem Resolution Request**” is the vehicle used to communicate a Program Error, which requires involvement of Four Js for resolution. A Problem Resolution Request is a Reproducible Test Case that demonstrates the problem(s).

“**Product**” means Genero Software developed and sold by Four Js Development Tools Ltd on the current Supported Platforms.

“**Product Defect**” is the root cause of loss of function, degradation of function or intermittent function performance.

“**Product Problem**” is a defect in Four Js Software, which causes the product to not function according to specifications.

“**Request for Technical Assistance**”

Assistance diagnosing problems that do not have Reproducible Test Cases, are usability related issues (such as performance tuning or configuration), are intermittent in nature, or require diagnosis against a configuration that is unavailable.

“**Reproducible Test Case**” means a test case that demonstrates in a small code sample, usually less than 100 lines, the specific syntax or scenario that causes the problem.

“**Request Acknowledgment**” means to confirm that the non-originating party has received a Problem Resolution Request.

“**Request Status**” describes the state of the process being executed to resolve problems and defects as requested, including the results of those steps and the next steps to be taken.

“**Request Resolution**” is fixing the customer’s problem or providing a Work Around according to the Requirements in Table 1 below, Four Js will use its commercially reasonable efforts to resolve Program Errors.

“**Software**” means the Four Js proprietary Software, in Object Code form and any Updates thereto and New Products provided by Four Js to Channel Partner under this Agreement.

“**Support and Maintenance**” means the technical support and maintenance services described in this Agreement.

“**Supported Platforms**” means the list of operating system platforms in section 7, Current Supported Platforms, Table 3.

“**Technical Documentation**” means documentation provided by Four Js relating to: (a) Support and Maintenance under this Agreement and, (b) Training.

“**Training**” means the training services described under Training on the Four Js web site.

“**Update**” means a change or new release of the Software and/or End User Documentation designed to correct a failure of the Software to function substantially in accordance with the End User Documentation.

“**Version Support**” means Current Version Support (CVS) and Prior Version Support (PVS). CVS means the latest release of the Software posted to the Four Js Web Site. PVS means the 3 prior Minor Releases of the Software posted to the Web Site.

“**vNext**” means the next version of the Product planned for release.

“**Work Around**” means a temporary solution which avoids the Program Error.

1. SUPPORT AND SOFTWARE UPDATE AGREEMENT

- A. Four Js will provide support to End Users and Channel Partners directly or indirectly through its Channel Partners for Products only in accordance with the terms of this Agreement. Four Js or its Channel Partner shall offer commercially reasonable Level 1 and Level 2 Support, as per the Product Support Offering sold by its Channel Partners, to all customers of Product(s) purchasing such Products under the Agreement. If Four Js Channel Partner fails to offer such support, Four Js may offer such support in accordance with Four Js then current terms and conditions.
- B. Four Js shall provide Level 3 support in accordance with the terms herein. In all cases where its Channel Partner provides support to a customer of Four Js Products, the Channel Partner shall pay Four Js a Support Royalty as defined in its current Recommended Retail Price List.
- C. As Four Js produces generally applicable Interim and/or Permanent Solutions, it will incorporate them, in its reasonable business judgment, into subsequent versions and releases of Four Js Products. All target resolution objectives in "Table 1 - Problem Resolution Request Response Requirements" are subject to the foregoing.
- D. This Agreement provides Current Version Support (CVS) and Prior Version Support (PVS) only. All other versions will be prioritised on a best commercial effort basis.
- E. Customers that have purchased and have fully paid Product Support and Maintenance for a given license will receive Product upgrades to Major, Minor and Maintenance releases free of charge for that license during the maintenance term.

2. SUPPORT PROCESS

- A. **Prioritization.** Four Js agrees to use the customer problem Prioritization Method (listed above in Definitions) for classifying customer reported problems that result in Problem Resolution Requests, and for responding to and resolving individual Problem Resolution Requests according to the Service Level Objectives (response, status, resolution times) described below. The customer may reasonably set the problem priority using the definitions in this Agreement.
- B. **Authentication.** Four Js' Channel Partner will provide appropriate End User authentication information to Four Js for End User support entitlement verification and will have verified that the End User is entitled to support prior to contacting Four Js. This authentication shall include, at a minimum, the End User name, maintenance invoice numbers and license numbers. As needed, Four Js will provide a Four Js Service Access Number to its Channel Partner for entitlement verification purposes.
- C. **Primary and backup contacts.** Each party will designate a support technical lead (primary contact) and a technical back-up that will coordinate general End User case operations and training, be the interface for training and operations questions, and become the 'resident expert' on the other party's product(s). Four Js will give its Channel Partner special access to the Four Js support organization and they will receive priority responses from Four Js.
- D. **Support system access.** The parties will cooperate to grant one another appropriate access (on-site and on-line) to one another's support systems that pertain to the support and maintenance of the Four Js Products, in keeping with the internal policies and procedures of each party.
- E. **Role.** If the Product is sold to End User via a Channel Partner, the role of that Channel Partner is to serve as a liaison between the End User and FourJs for processing Problem Resolution Requests and implementing Work Arounds, Interim and Permanent Solutions.

3. RESOLUTION TO PROBLEM RESOLUTION REQUEST

- A. A Four Js Channel Partner can initiate a request for assistance (Problem Resolution Request) from Four Js providing reasonable efforts have been taken to see that the problem is not in a product owned or otherwise provided by its Channel Partner. Four Js will produce an action plan for each Problem Resolution Request and will have an action plan that outlines the steps to resolving the problem when it cannot be resolved in the initial call. The case owner, who will be a Channel Partner Technical Support Engineer, will track problem Resolution Request Action Plans.
- B. Resolutions to a Problem Resolution Request will consist of a Work Around, an Interim Solution, or a Permanent Solution. Problems that require an Interim Solution will be considered resolved when the test used to demonstrate the problem demonstrates the corrected behaviour. The solutions to Program Errors will be made available to all valid Channel Partners having purchased maintenance. (i.e.: customers who have purchased maintenance and support and are current in support and maintenance payments). Customers will be able to access this site after receiving a login and password from Four Js, which is connected to the customer's license number.

4. SERVICE LEVEL OBJECTIVES (SLO)

- A. The following Service Level Objectives outline the timeframe expectations for response times to acknowledge requests for problem resolution, status of problems that are under diagnosis and repair, and the time to achieve problem resolution given a problem's severity.

Problem Resolution Request Acknowledgment:

A Request Acknowledgment can be met by either a Non-technical or an Engineering response.

Problem Resolution Request Status:

A Request Status is given by the Four Js technical support engineer working on the case. The technical support engineer will establish an action plan to resolve the problem and track it to resolution.

Resolution to a Problem Resolution Request:

A Resolution is given by the technical support engineer and/or the development engineer working on the case.

See table overleaf for timeframes.

Table 1 - Problem Resolution Request Response Objectives

| Priority | Request Acknowledgment | Request Status | Resolution Work Around ⁽¹⁾ | Resolution Interim Solution ⁽²⁾ | Resolution – Permanent Solution |
|----------|---|--|---------------------------------------|--|---|
| 1 | Within 4 Business Hours of logging the problem. | Every 8 hours or more frequently as appropriate. | 96 hrs | 5 Days (if no Work Around is possible). | Fixed in vNext or following release, not to exceed 12 calendar months. Confirm inclusion in schedule release/ provide release date upon code completion for status. |
| 2 | Within 8 Business Hours of logging the problem. | Twice weekly | 10 business days | Next release. | Fixed in vNext or following release, not to exceed 12 calendar months. Confirm inclusion in schedule release/provide release date upon code completion for status. |
| 3 | Within 8 Business Hours of logging the problem. | Weekly or as agreed | N/A | N/A | May be fixed in a future release. |
| 4 | Within 8 Business Hours of logging the problem. | Weekly or as agreed | N/A | N/A | May be fixed in a future release. |

Notes to Problem Resolution Request Response Objectives table:

(1) Objectives listed may differ on a case-by-case basis if mutually agreed.

(2) Four Js will use prompt, diligent efforts to achieve the timeframes and results provided in the **Problem Resolution Request Response Requirements table**. P1 cases will be worked on a continual effort basis with the minimum goal of having a Work-Around or Solution to the customer within 96 hours. If such P1 cases have not been resolved within 30 days, Four Js may, in its reasonable business judgment, elect to treat the **Problem Resolution Request** as a warranty claim under the terms of this Agreement, without any further obligation under this Agreement.

Four Js will provide an estimated time of delivery within five (5) working days for any resolution or Program Error fix or error correction that is expected to fall outside of the response requirements.

5. ESCALATION

- A.** Four Js Channel Partner and Four Js agree that Escalation to Four Js will be done only when all reasonable internal efforts by Channel Partner to resolve the problem have been exhausted by normal support operations, and when reasonable efforts have been made to follow the normal Problem Resolution Request process without satisfactory results.
- B.** Four Js Channel Partner and Four Js agree that Escalations can occur for the following reasons:
1. A customer expressed concern that a case is not being handled quickly enough or is being handled by what they believe to be an inappropriate skill level.
 2. The Four Js and/or Channel Partner Technical Support manager feels the case has not received the proper attention needed to resolve the problem.
 3. Any situation, such as elapsed time, which would prevent meeting Service Level Objectives (SLO) on a case.
 4. The customer has several concurrently open Priority 1 and 2 cases.
 5. Major business impact for customer requiring Project Management (i.e.: multiple hot issues for same customer) or coordination of resources between companies.

Table 2 - Escalation Response Times

| Priority | Escalate To Support, Development | Escalate To Support, Development, Executive |
|-----------------|--|--|
| 1 | If no fix or workaround is available after 96 hours | If no fix or workaround available after 144 hours. |
| 2 | After 15 days or if SLO in jeopardy of being compromised or if customer situation justifies more aggressive resolution action. | If additional resources required to meet SLOs are not available. |
| 3 | If escalation warranted, case should be first upgraded to Priority 2. | N/A |
| 4 | If escalation warranted, case should be first upgraded to Priority 2. | N/A |

6. KNOWLEDGE TRANSFER

- A.** Four Js will provide to its Channel Partner relevant technical support documentation (tech. alerts, technical information, Program Error lists, patch lists, etc.) to facilitate customer problem diagnosis. Such information shall be considered as Confidential under this agreement. In addition, as between Four Js and Four Js customers, the provision of any software, documentation or information originating with Four Js shall be subject to the terms and conditions of Four Js End User License Agreement.
- B.** Four Js will conduct technical knowledge & skills transfer to its Channel Partner Technical Support Engineers from time to time.
- C.** Any technical information related to Four Js Products disclosed to Channel Partner in connection with this Agreement shall be considered Confidential.
- D.** Four Js shall have no obligation to disclose or provide Source Code to its Channel Partner under this Agreement. If, for any reason, its Channel Partner receives or is disclosed any Four Js Source Code, notwithstanding anything to the contrary in the Agreement, such Four Js Source Code shall be clearly marked as Source Code (unless such fact is actively known by the Channel Partner upon receipt thereof) and shall be deemed the Confidential Information of Four Js.

7. SUPPORTED PLATFORMS

Current Supported Operating System Platforms for Genero

The most current operating system platform support table can be found by clicking here:

<http://www.4js.com/mirror/genero-supported-platforms>