StarTex

StarTex Software

US Standard Maintenance Program

1 INTRODUCTION

1.1 PURPOSE

The purpose of this StarTex US Software Standard Maintenance Program ("Program") document is to

- Describe the Program for US customers.
- Provide definitions of Maintenance and support-related terminology used by StarTex.
- Describe Maintenance subscription quoting and invoicing procedures.
- Describe the services provided by StarTex Support Services.
- List general procedures and conditions including contact information and requirements.

1.2 PROGRAM OVERVIEW

The Program, also referred to as "Standard Maintenance," or "Maintenance," is the support StarTex makes available for unmodified Software to the Software license holder ("Licensee"), including Incident tracking, attempts to correct reported problems, new releases, and enhancements.

The Program is comprised of the following:

- Software Updates
- StarTex Support Services
- Priority consideration for StarTex' Software Beta Program, which allows Licensee to preview and test Software prior to general release

2 DEFINITIONS AND DESCRIPTIONS

Capitalized terms used in this Program document and not otherwise defined have the following definitions (and capitalized terms not defined below have the same meaning as in the Master License Agreement between Licensee and StarTex):

"Authorized Caller" or "Point of Contact" is an individual designated by Licensee who may contact StarTex to request technical support (e.g., to report Software Incidents or request assistance with Software use).

A "Hot Fix" is a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the customer or to a local distributor, usually via FTP. The documentation delivered with the Hot Fix clearly identifies the Software problems that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot Fixes are incorporated into subsequent service packs. Hot Fixes do not add new functionality. Hot Fixes are not functional unless the end user already has the required product release installed.

An "Incident" is the record of a customer request for technical assistance made by phone, web form, or chat. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. Depending on how the request was initiated, an Incident or tracking number is provided by a support representative verbally, by e-mail or chat, confirming the creation of the Incident. The Incident number is used for referencing the request.

"Maintenance Renewal Quote" is the non-invoice notification, issued ninety (90) days before the expiration of a Maintenance term, to all customers that have current Maintenance subscriptions that are nearing the Maintenance Term expiration date. The quote is sent to the Point of Contact who has been designated to receive all Maintenance-related correspondence from StarTex. The quote is sent via e-mail or fax and contains information about the forthcoming Software Maintenance Term, which includes the type of Software licensed and quantity of licenses, the type of Maintenance subscription (Premium Maintenance or Standard Maintenance), the start and end dates of the Maintenance Term, and the anticipated Maintenance renewal fees due for each type of Maintenance subscription. Maintenance Renewal Quotes are valid for ninety (90) days from the date of issuance.

The "Maintenance Term" is the Maintenance subscription duration as defined by the Maintenance start and end dates, during which customers that have licensed products and have purchased Maintenance are entitled to receive applicable Maintenance benefits, and "Software Maintenance Term" means the Maintenance Term for the Software.

A "Patch" is a single fix (see Hot Fix) or a set of related fixes in a specific functional area of the software that will affect a large number of customers and needs to be posted on the web for general availability. Once a Patch is released, it will be incorporated into a subsequent service pack release. Patches are tested by the affected teams. Patches do not add new functionality. Patches are not functional unless the end user already has the required product release installed.

"Premium Maintenance" involves subscriptions that are covered by a Premium Support Schedule..

"Premium Support Schedule" means a schedule attached to this Program, if any, providing additional SLA and related fees.

"SLA" means the service level agreement specified either in this Program, or in any attached Premium Support Schedule.

"Software Updates" are a collection of files that correct a problem with a Software program or improve the Software through enhancements. Customers current on Maintenance will be notified of software updates. The updates may be downloaded from the MyStarTex portal. Optionally, backup media may be requested for a fee.

"Support Services" is Software technical support or technical assistance provided by StarTex to Licensee and the StarTex user community, as described in this Program.

3 SUPPORT SERVICES

3.1 SUPPORT SERVICES.

StarTex Support Services comprises the following:

A. If a technical issue arises that Licensee needs help with, Licensee can log an Incident with StarTex over the phone. Support hours are Monday through Friday, 5:00 a.m. to 5:00 p.m. (Central time). Licensee is not limited to a set number of times telephone support may be contacted. Licensee can reach StarTex at 877-571-7475.
B. StarTex may interact with Licensee's system using JoinMe™ or similar tool to assist with technical support.
C. The StarTex Online Support Center is a StarTex website that authorized callers for the Licensees can use to get self-help and web-based assisted support. Authorized callers can submit support Incidents, track Incidents, and review bug status. The StarTex Online Support Center can be found at http://support.startexsoftware.com.
D. StarTex' Knowledge Base is a database of technical articles, web-based help, known bugs, and white papers for StarTex Software. These resources can be accessed from http://support.startexsoftware.com under the Knowledge Base section.
E. Licensee can download software updates and patches for individual bugs or a compilation of bugs. Data models for various industries are also available for download. These downloads can be accessed from MyStarTex portal under the Downloads section. This access requires a valid login.

3.2 SUPPORT SERVICES SCOPE

Technical assistance provided through StarTex Support Services is limited to unmodified StarTex Software. Patches received outside a product's life cycle deliverables are considered unsupported unless authorized by StarTex.

3.3 ACCESSING SUPPORT SERVICES

Licensees are required to designate Authorized Callers for all direct Support Services-related communications with StarTex. If Licensee has an enterprise license or site license agreement with StarTex, Authorized Callers will be identified by name in the Master License Agreement or a subsequent Registered Authorized Caller Form. Licensee may replace an Authorized Caller at any time by notifying StarTex Support Services, after assuring the Authorized Caller has received adequate training.

Licensees within the United States may contact Support Services between 5:00 a.m. and 5:00 p.m. (Central time), Monday through Friday, except for StarTex holidays. International users should contact their local StarTex distributor for these services.

All requests for technical support must contain detailed information about Licensee's Incident. To help expedite a solution, technical specialists expect information that includes Licensee's type and version of StarTex Software, and hardware platform; the version of operating system; and a detailed description of the problem. Please refer to Preparing for Contacting Support Services (section 3.5 below) for additional details. StarTex' technical specialist will respond by telephone or e-mail.

Each reported technical support request is logged as an Incident and given a unique identification number for Licensee's reference and tracking. After an Incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. If a specialist is unavailable, the call is placed in a dispatch queue. Licensee will then be contacted by the first available technical specialist.

Online support is available to Licensees that do not want to telephone or that cannot reach technical support during normal operating hours. Licensee may request support by completing an online request using the support website.

3.4 RESPONSE AND RESOLUTION TIME

Resolution times are dependent on factors that are often outside the control of StarTex. These factors often include but are not limited to operating system limitations, limitations based on user-designated workflow, security issues, hardware performance, and integration with third-party applications that have not been provided by StarTex. Usually, StarTex is able to answer questions and suggest solutions to Incidents according to the section below, but the turnaround time for a response may depend on the complexity of the Incident. While it is StarTex' goal to provide an acceptable resolution to all incoming issues, StarTex cannot predict resolution time.

Response/Resolution times are during Support hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. (Central time), excluding StarTex holidays. Response time is defined as the period of time within which StarTex will acknowledge receipt of an Incident request from the customer. Resolution time starts after the Incident is logged. To request a severity level change, submit the request to the technical support analyst. Any request for critical- and high-severity Incidents must be submitted to the technical support analyst via telephone.

The following sections describe the response times and corrective action response times for Standard Maintenance Subscriptions. If you are covered by a Premium Subscription, your response times may be different.

3.4.1 SLA FOR INITIAL RESPONSE TIMES

A. Priority 1 Support Messages ("Urgent"). StarTex shall respond to Priority 1 Support Messages (currently defined as production system shut-down or severe restrictions in the StarTex productive system that prevent productive work) within twenty-four (24) hours of StarTex' receipt (during StarTex' normal business hours (8am to 5pm Central Time) Monday-Friday, excluding United States legal and public holidays) of such Priority 1 Support Messages.

B.   Priority 2 Support Messages ("High"). StarTex shall respond to Priority 2 Support Messages (currently defined as severe loss of functionality, significant restrictions in the StarTex productive system) within forty-eight (48) hours of StarTex' receipt (during StarTex' normal business hours (8am to 5pm Central Time) Monday-Friday, excluding United States legal and public holidays) of such Priority 2 Support Messages.

C. Priority 3 Support Messages ("Normal" and "Low"). StarTex shall respond to Priority 3 Support Messages (currently defined as Normal—minor loss of functionality, moderate restrictions in the StarTex productive system—and Low—insignificant loss of functionality, with simple workarounds) within five (5) business

days of StarTex' receipt (during StarTex' normal business hours (8am to 5pm Central Time) Monday-Friday, excluding United States legal and public holidays) of such Priority 3 Support Messages.

3.4.2 SLA FOR CORRECTIVE ACTION RESPONSE TIME FOR SUPPORT MESSAGES

A. SLA for Corrective Action Response Time for Priority 1 Support Messages. StarTex shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 support message within two (2) business days of StarTex' receipt (twenty-four hours a day, seven days a week) of such Priority 1 Support Messages. In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the error resolution process; (ii) planned next steps, including identifying responsible StarTex resources; (iii) required Licensee actions to support error resolution process; (iv) to the extent possible, due dates for StarTex' actions; and (v) date and time for next status update from StarTex. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The time for Corrective Action refers only to that part of the processing time when the support message is in the status "in-process" at StarTex.

B. SLA for Corrective Action Response Time for Priority 2 Support Messages. StarTex shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 2 support message within thirty (30) business days of StarTex' receipt (twenty-four hours a day, seven days a week) of such Priority 2 Support Messages. In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the error resolution process; (ii) planned next steps, including identifying responsible StarTex resources; (iii) required Licensee actions to support error resolution process. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The time for Corrective Action refers only to that part of the processing time when the support message is in the status "in-process" at StarTex.

C. SLA for Corrective Action Response Time for Priority 3 Support Messages. StarTex shall maintain a list of all outstanding Priority 3 support messages.

3.5 PREPARING FOR CONTACTING SUPPORT SERVICES

When contacting StarTex for technical assistance, Licensee must be prepared to provide as much of the following information as possible:

- The phone number and e-mail address where Licensee can be reached
- The version of the Software Licensee is using
- The version of the operating system Licensee is using
- The database Licensee is using
- A description of what Licensee was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

4   MAINTENANCE RENEWAL AND EXPIRATION

StarTex will notify Licensee when Maintenance subscriptions are scheduled to expire. If Licensee wishes to renew Maintenance, a quote will be mailed to Licensee. If Licensee is obligated to a minimum term or number of terms an invoice will be submitted to Licensee.

If StarTex has not received an order or payment prior to the termination date, Licensee will receive a notification stating that the Maintenance Term has expired. Technical support will be extended for an additional thirty (30) days, and Licensee will no longer be eligible to receive any Software Updates that are released after the Maintenance Term has expired. Any other Maintenance activities that are contingent on a current Maintenance subscription will also be terminated.

If a purchase order or payment is received during the extended thirty (30)-day technical support period, all benefits will be reinstated. However, if no order or payment is received, Licensee will no longer be able to receive technical support, and Licensee's Maintenance subscription will be considered to have expired.

5   PAYMENT

5.1   PAYMENT

Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance. Payment terms will be net thirty (30) days.

5.2   PRORATING MAINTENANCE TERMS

If multiple Software products have been licensed throughout the course of a year by one(1) customer, separate Maintenance quotes for each product are not issued. If the Maintenance anniversary date for first product licensed is not January 1, all product anniversary dates will be prorated to January 1. All licensed StarTex Software products offering a Maintenance subscription are synchronized to reflect a common Maintenance start and end date, regardless of when each was first licensed. These prorated dates will be reflected on the Maintenance Renewal Quote.

5.3   REINSTATEMENT OF LAPSED MAINTENANCE SUBSCRIPTIONS

A.   If Maintenance has lapsed, Maintenance reinstatement fees equal to the amount of back maintenance from the date Maintenance lapsed, in addition to the current fees, will need to be paid to reinstate Maintenance.

B.   If the Maintenance has lapsed for over twenty-four (24) months a reinstatement fee will need to be paid in addition to the fees mention in paragraph A of this section. This reinstatement fee will equal 10% of the fees mentioned in paragraph A of this section.

6   CONTACTING STARTEX

Licensee may contact Technical Support at

        E-mail: support@startexsoftware.com
        Website Address: http://support.startexsoftware.com/
        Phone: +1-713-866-6597
        Toll-Free US Phone: 1- 877-571-7475

Hours: 8:00 a.m. to 5:00 p.m. (Central time), Monday through Friday, except StarTex holidays.