XHQ Software
Product Specific Maintenance Services Terms

These XHQ Software Product Specific Maintenance Services Terms ("XHQ Maintenance Terms") supplement the General SISW Maintenance Services Terms and apply solely to Products identified on the Order Form as "XHQ." These XHQ Maintenance Terms, together with the General SISW Maintenance Services Terms, the EULA and other applicable Supplemental Terms, form the agreement between the parties ("Agreement").

1.   **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these XHQ Maintenance Terms:
   (a)   "Incident Report (IR)" means a Customer query related to the XHQ Software.
   (b)   "Response Time" means the time elapsed from the receipt of a support incident via one of the channels provided by SISW (web portal, telephone, e-mail) and the first response from an SISW support specialist/technician.

2.   **SOFTWARE MAINTENANCE TERMS AND CONDITIONS**.

2.1   **Software Maintenance Services**. Maintenance Services do not include services for customizations of the XHQ Software.

2.2   **New Releases.** XHQ Software releases are categorized as major or minor. The first digit represents the version of the major release. The second digit (behind the point) represents the version of the minor release. Both major and minor releases contain significant extended functionality and may contain bug fixes.

2.3   **Maintenance for Prior Releases.** The most current release and the two preceding releases will be supported.

2.4   **Error Correction.** To be eligible for Error correction, the reported incident must be reproducible in a neutral XHQ system environment, meaning a pre-installed XHQ system environment including third party software as described in the Documentation.

2.5   **Support channels:** In addition to the technical support described in the General SISW Maintenance Terms, a web portal and email address may also be used to contact XHQ customer support. The Documentation contains current information on how to contact XHQ customer support.

2.6   **Incident Priority Classes:**
   (a)   Critical (Severity 1, Critical Problem): A critical problem with the Software is one that severely impacts the continued usage of one or more critical functions of the Software and prevents Customer from normal usage across all Authorized Users. The problem must severely affect critical business operations on a production system (i.e. on a production XHQ server, not a development or test system). No work-around acceptable to Customer exists.

   (b)   High (Severity 2, Major Problem): A major problem is one that affects or continually restricts a significant functionality subset of the Software for a majority of users. The problem is of a time-sensitive nature and important to the long-term productivity of Customer. No work-around acceptable to Customer exists.

   (c)   Medium / General (Severity 3, Minor Problem or Major problem with work-around): A (i) minor problem that marginally affects or restricts functionality of the Software, but does not have a major effect on Customer usage; or (ii) major problem of the Software, for which a work-around acceptable to Customer exists. The problem is of a time-sensitive nature and important to long-term productivity, but is not causing an immediate work stoppage and usage can continue in a restricted fashion. The problem may also be one causing an immediate work stoppage for an individual installation of client software.

   (d)   Low (Severity 4, no impact): A (i) minor problem with the Software, which has no effect on Customer's usage; or (ii) minor problem with the Software, for which a work-around acceptable to Customer exists; or (iii) Documentation error; or (iv) request for a new feature or functionality in the existing Product. The problem is not of a time-sensitive nature or important to long-term productivity, and is not causing an immediate work stoppage and operation can continue in an unrestricted fashion. This is the default severity level if an incident severity level is not otherwise specified.

2.7   **Software Maintenance Service Levels and Response Times:** The following support levels are available, with the corresponding Response Times. The standard support level is Bronze; Silver and Gold are optional premium levels.

   (a)   Bronze Support Services: Technical support is provided 9 hours per day, Monday to Friday.

   Choice of one coverage zone out of the following options (default: Americas):
   •   Americas (15-1 GMT)
   •   Europe (8-17 GMT)
   •   Asia (1-10 GMT)

Excludes national holidays as defined by the following countries for the related coverage zone:
- USA (Americas)
- Germany (Europe)
- Singapore (Asia)

For example, for the Americas, coverage is provided from 7:00 AM to 5:00 PM, Pacific Time, Monday to Friday, excluding US national holidays.

(b) Silver Support Services: Technical support is provided 24 hours per day, Monday to Friday.

Choice of one coverage zone out of the following options (default: Americas):
- Americas
- Europe
- Asia

The weekly start/end times of coverage follow the local times of the following countries in each coverage zone:
- California/USA (Americas)
- Germany (Europe)
- Singapore (Asia)

For example, for the Americas, coverage is provided from midnight on Sunday until midnight on Friday, Pacific Time.

(c) Gold Support Services: Technical support is offered 24 hours per day, 7 days per week.

The following table describes the Response Times for the available support levels, based on the Incident Priority Class. SISW will use commercially reasonable efforts to meet the Response Times mentioned below.

	Critical	High	Medium/General	Low
Bronze Support Services	2 hours	8 hours	48 hours	96 hours
Silver Support Services	1 hour	4 hours	8 hours	48 hours
Gold Support Services	1 hour	4 hours	8 hours	48 hours

2.8 **Initial and Renewal Fees.** The maintenance fee for XHQ Software is payable in annual increments at the beginning of every calendar year in advance. For the year in which the license is purchased and maintenance services commence the maintenance fee will be pro-rated to cover the period of time from the commencement of the services until December 31st of that year.

2.9 **Exclusions.** The following issues are not covered by, or included in, Maintenance Services:

(a) Any problem resulting from the misuse, improper use, unauthorized alteration, or damage of the XHQ Software or use of the XHQ Software that deviates from any operating procedures established by SISW in the applicable Documentation;

(b) Any problem caused by modifications, alteration or addition or attempted modification, alteration or addition in any release of the XHQ Software not made or authorized in writing by SISW;

(c) Any problem resulting from the combination of the XHQ Software with Customer hardware, software or equipment after initial installation of the XHQ Software to the extent such combination has not been approved in the Documentation or in writing by SISW;

(d) Operation of the XHQ Software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use; or

(e) Failure of Customer to meet its obligations under the Agreement and this XHQ Amendment.