

SERVICE LEVEL AGREEMENT

TECHNICAL SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

FOR BUSINESS DEVELOPMENT SUITE

This Service Level Agreement (the Agreement) sets forth the support interface and support response objectives between Four Js Development Tools Ltd., its subsidiaries (Four Js) and its Customers during the Valid 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 that purchases Product licenses from Four Js for resale.

“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.

“Customer” means an End User or Channel Partner that purchased Product from Four Js.

“Customer Controlled Release” (CCR) means an Interim Solution or Release made available to a restricted list of Customers under a Valid Maintenance Term 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 Major, Minor or Maintenance Release.

“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, 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**” means a request by Customer for new functions and enhancements to Product.

“**General Availability**” means Product is released for sale to the general market.

“**Interim Solution**” or “**Interim Release**” means an solution or release generally made available prior to General Availability to all Customers under a Valid Maintenance Term 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 Major, Minor or Maintenance Release.

“**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 and Permanent Solutions 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. Important new features and Permanent Solutions have been added to the Software.

“**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 Maintenance Release. A Maintenance Release contains an Interim Solution, Release or Permanent Solution made available to all Customers under a Valid Maintenance Term on a specific platform which contains critical Program Error fixes on top of the current version. It may also include new features.

“**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 it 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 a Customer without further compilation, assembly or intermediate steps.

“**Permanent Solution**” means a fix to a Program Error such that the Product substantially conforms to Four Js Product Documentation.

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

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

N.B. Most important is the way 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 Product or documentation such that Product does not substantially work as specified in the Product documentation.

“**Problem Priority**” means the urgency with which Customers reasonably desire the company to respond to their problem.

- **Priority 1, P1 (Blocker)** – *blocks development and/or testing work*. Customer 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. If the problem is a product defect, the Interim Solution may be replaced by a Permanent Solution in a subsequent Major, Minor or Maintenance Release.

- **Priority 2, P2 (Critical)** – *crashes, loss of data, severe memory leak*. Product problems are critical to the Customer's success and require immediate resolution. If the problem is a product defect, the Interim Solution may be replaced by a Permanent Solution in a subsequent Major, Minor or Maintenance Release.
- **Priority 3, P3 (Major)** – *major loss of function*. Product problems need to be resolved as soon as possible. Most of these problems have acceptable workarounds, or the Product recovers by itself. If the problem is a product defect, the workaround may be replaced by a Permanent Solution in a subsequent Major, Minor or Maintenance Release.
- **Priority 4, P4 (Normal)** – *non-critical issue, some loss of functionality under specific circumstances*. If the problem is a product defect, the workaround may be replaced by a Permanent Solution in a subsequent maintenance release.
- **Priority 5, P5 (Minor)** – *minor loss of function, or other problem where easy workaround is present*. If the problem is a product defect, the workaround may be replaced by a Permanent Solution in a subsequent maintenance 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 Business Development Suite Software developed and sold by Four Js 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 Product Software, which causes the product to malfunction according to specifications.

“Request for Technical Assistance” means 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 Customer under this Agreement.

“Support and Maintenance” means the technical assistance and Software update services described in this Agreement.

“**Supported Platforms**” means the list of operating system platforms in section 7, Current Supported Platforms, Table 3. This table is subject to change. Consult web site for the most up-to-date version:

<http://4js.com/files/documents/support/Service Level Agreement - Business Development Suite.pdf>

“**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 www.4js.com.

“**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). CVS means the latest Minor Release of the Software.

“**Valid Maintenance Term**” means that Customer has a fully paid license for maintenance specifying a start and end date (the Term) within which Customer may receive Support and Maintenance under this Agreement.

“**vNext**” means the next Major, Minor or Maintenance Release of the Product planned for General Availability. Subsequent releases to vNext are denoted by appending the symbol '+'. Eg. vNext+, vNext++.

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

1. SUPPORT AND SOFTWARE UPDATE AGREEMENT

- A. Four Js will provide support to Customers directly through Four Js 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 to Customer, as per the Product Support Offering sold by itself or Channel Partners, to all Customers of Product(s) purchasing such Products under the Agreement. If Four Js Channel Partner fails to offer such Level 1 and Level 2 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, 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 Major, Minor or Maintenance releases of Products. All target resolution objectives described 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 a Valid Maintenance Term may upgrade to the Current Version Support release free of charge.
- F. The Supported Platforms listed in Section 7, "Table 3 – Current Supported Operating System Platforms for Business Development Suite" is complete and definitive. There are no plans to further evolve this list of operating systems.

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' Customer will provide appropriate authentication information to Four Js for support entitlement. In the case of a Channel Partner, it will have verified that the End User is entitled to support prior to contacting Four Js. This authentication shall include, at a minimum, the Customer name, maintenance invoice numbers and license numbers. As needed, Four Js will provide a Four Js Service Access Number to its Customer for entitlement verification purposes.
- C. **Primary and backup contacts.** Each party will designate a support technical lead (primary contact) and a backup technical lead (back-up contact) that will coordinate general Customer case operations and training, be the interface for training and operations questions, and become the 'resident expert' on Product. Four Js will give its Customer special access to the Four Js support organization and it 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. Four Js will not accept Problem Resolution Requests directly from Channel Partner's End Users.

3. RESOLUTION TO PROBLEM RESOLUTION REQUEST

- A. Customer 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 Customer. 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 Customer primary or backup contact, 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 Customers having Valid Maintenance Terms. 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 Response 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
P1 (Blocker)	Within 4 Business Hours of logging the problem.	Every 8 hours or more frequently as appropriate.	96 hrs	5 Days (if no possible Work Around).	Fix not to exceed 12 calendar months.
P2 (Critical)	Within 8 Business Hours of logging the problem.	Twice weekly	10 business days	Next maintenance release.	Fix not to exceed 12 calendar months.
P3 (Major)	Within 1 week of logging the problem.	Weekly or as agreed	N/A	N/A	May be fixed in a future maintenance release.
P4 (Normal)	Within 1 week of logging the problem.	Weekly or as agreed	N/A	N/A	May be fixed in a future maintenance release.
P5 (Minor)	Within 1 week of logging the problem.	Weekly or as agreed	N/A	N/A	May be fixed in a future maintenance 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 table**. P1 cases will be worked on a continual effort basis with the minimum goal of having a Work-Around or Interim 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.** Customer and Four Js agree that Escalation will be done only when all reasonable internal efforts 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.** Customer 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 Customer 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 Manager	Escalate To Executive
P1	If no fix or workaround is available after 96 hours	If no fix or workaround available after 144 hours.
P2	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.
P3	If escalation warranted, case should be first upgraded to Priority 2.	N/A
P4	If escalation warranted, case should be first upgraded to Priority 2.	N/A
P5	If escalation warranted, case should be first upgraded to Priority 2.	N/A

6. KNOWLEDGE TRANSFER

- A. Four Js will provide to its Customers 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 Customers, the provision of any Software, documentation or information originating with Four Js shall be subject to the terms and conditions of the Four Js End User License Agreement.
- B. Four Js will conduct technical knowledge & skills transfer to its Customer's technical support engineers from time to time.
- C. Any technical information related to Products disclosed to Customer in connection with this Agreement shall be considered Confidential Information.
- D. Four Js shall have no obligation to disclose or provide Source Code to its Customer under this Agreement. If, for any reason, its Customer 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 Customer upon receipt thereof) and shall be deemed the Confidential Information of Four Js.

7. SUPPORTED PLATFORMS

Table 3 – Current Supported Operating System Platforms for Business Development Suite

Distribution	Processor	Packages 32/64bit	EOL	BDL / WSE OS Code	WTK OS Code	WEBFE OS Code
SCO®						
OpenServer 5.0.7	X86_32	32bit	(1)	SCO0507	NS	SCO0507
OpenServer 6.0.0	X86_32	32bit	(1)	NS	NS	NS
UnixWare 7.1.4	X86_32	32bit	(1)	UXW0711	NS	UXW0711
Hewlett-Packard®						
Tru64 UNIX 5.1B	Alpha	64bit	(1)	OSF0510	NS	OSF0510
HP-UX 11.11 64-bit	PA/RISC	64bit	(1)	H641100	NS	HPX1100 (32bit)
HP-UX 11iv2 / 11.23 64-bit Itanium 2	ia64	64bit	(1)	H64I112	NS	H64I112
HP-UX 11iv3 / 11.31 64-bit Itanium 2	ia64	64bit	(1)	H64I112	NS	NS
IBM®						
AIX 5.3, 64bit	PowerPC	64bit	(1)	A640520	NS	AIX0510 (32bit)
AIX 6.1 64bit	PowerPC	64bit	(1)	A640520	NS	NS
AIX 7.1 64bit	PowerPC	64bit	(1)	A640520	NS	NS
Linux distributions						
Red Hat Enterprise 3,4,5, 6 & Suse Enterprise 9.3, 10, 11 & Debian Stable	X86_32	32bit	(1)	LNXL23	NS	LNXL23
Red Hat Enterprise 3, 4, 5, 6 & Suse 10, 11 & Debian Stable	X86_64	64bit	(1)	L64XL23	NS	L64XL23
Red Hat Enterprise 3	ia64	64bit	(1)	L64IL23	NS	L64IL23
Red Hat Enterprise 5	PowerPC	64bit	(1)	L64PL23	NS	L64PL23
Microsoft Windows®						
Windows XP & 2003 Server - Visual C 7.1 = 2003	X86_32	32bit	(1)	W32VC71	WINDOWS	WINDOWS
Windows XP - 2003 Server SP1 (Visual C 8.0 / 2005 - SP1)	X86_32	32bit	(1)	W32VC80	WINDOWS	WINDOWS
Windows Windows 2008 R2 64bit (Visual C 8.0 / 2005 - SP1)	X86_64	32bit	(1)	W32VC80 (32bit)	WINDOWS (32bit)	NS
Windows Vista / Windows 7	X86	32bit	(1)	NS	WINDOWS	NS
SUN Microsystems®						
Solaris 8, 9, 10 64-bit	Sparc	64bit	(1)	S640800		S640800

Legend

NS	Not Supported: unsupported platform.
(1)	End of life (EOL) of the platform is relative to the operating system lifecycle specified by its vendor.
OS Code	Operating system code used in the package name eg: fjs-f4gl-3.55.xx-<code>.sh
BDL	Four Js Business Development Language Compiler (Runtime/Development)
WSE	Web Services Extension
WTK	Windows Front End
WEBFE	Web Front End