

Premium Maintenance and Support Terms

This document defines the level of Maintenance and Support provided to MasterObjects, Inc. Customers (called "Customers" below) who have purchased and fully paid for a QuestObjects Software License Agreement (called "SLA" below) that includes Premium Maintenance and Support on the Licensed QuestObjects® Software (called "Licensed Product" below) for a specific time period.

Definitions

1. "Licensed Product" means the software, hardware and corresponding documentation provided by MasterObjects as specified in a corresponding SLA purchased by the Customer.
2. "Upgrade" means a new version of the Licensed Product that contains additional functionality. Upgrades shall be identified by a change in the number to the left of the decimal point in the product name or number (e.g. Product x.0).
3. "Update" means a new version of the Licensed Product that contains bug fixes or minor enhancements. Updates shall be identified by a change in the number(s) to the right of the decimal point in the product name or number (e.g. Product 1.x.y).
4. "Maintenance Release" means a new version of the Licensed Product that contains minor bug fixes or enables the use of additional hardware or software support. Maintenance Releases shall be identified by a change in the text to the right of the last numeral in the product number (e.g., Product 1.0.0 build-xxx).
5. "Business Days" are calendar days excluding weekends, United States public holidays, and Dutch public holidays.

Maintenance and Support Terms

1. Customers may designate up to 2 (two) named persons who can file support requests by phone, fax, or email. MasterObjects provides no end-user support. Support requests are handled according to the Response and Resolution Timeframes table below.
2. Upgrades, Updates and Maintenance Releases of the Licensed Product are made available at no charge, other than shipping charges if applicable. Corresponding software patches and deliverables are provided within 5 Business Days after their initial release.
3. MasterObjects is under no obligation to develop future versions of the Licensed Product or to add functionality unless this is specifically stated in the applicable SLA.
4. New products, customizations, modules and add-ons that are offered separately by MasterObjects are NOT included in a current Maintenance and Support Agreement unless this is explicitly mentioned in the corresponding SLA. However, (major) Upgrades of the Licensed Product and new features, customizations or enhancements that become part of the Licensed Product are automatically covered by Premium Maintenance and Support.
5. Software deliverables may be made available only electronically.
6. Unless the applicable SLA states otherwise, a 90 (ninety) calendar day Performance Warranty Period is entered upon delivery of the Licensed Product or any update thereof.
7. MasterObjects is not obliged to repair possible errors after the Performance Warranty Period unless a maintenance agreement covering such repairs was concluded between the parties.
8. During the period covered by the Maintenance and Support Agreement, MasterObjects will commit the best of its abilities to eliminate program errors that have been reported in writing. Repairs will be carried out for free. MasterObjects may charge its going rates and repair costs if program faults were caused by usage errors or injudicious use by Customer or by other causes for which MasterObjects cannot be held accountable, or if the program errors could have been detected during the agreed Performance Warranty Period. This warranty does not apply to repair of damaged or lost data. The warranty expires if Customer modifies the software in any way or orders a third party to do so without written permission by MasterObjects.



9. Repair of program errors will take place at a location to be determined by MasterObjects. MasterObjects is entitled to implement temporary fixes or workarounds or impose software restrictions in order to avoid the program errors.
10. MasterObjects is not responsible for correct operation of third party software or hardware, even if correct operation of MasterObjects software is hindered by the use of such third party software or hardware.
11. MasterObjects will perform work during MasterObjects business hours unless this is otherwise agreed to in advance.
12. MasterObjects reserves the right to change these terms by giving Customer notice 90 (ninety) calendar days before the end of the Maintenance and Support period.
13. These Maintenance and Support terms are subject to additional terms and conditions that are part of the QuestObjects SLA as it was executed between Customer and MasterObjects.

Response and Resolution Timeframes

<i>Severity</i>	<i>Response Time</i>	<i>Resolution</i>
<p><i>Serious business impact:</i> A major function of the Licensed Product is unusable and no work-around is available. The Licensed Product may:</p> <ul style="list-style-type: none">- be usable but business critical functions are incomplete;- require rebooting of the system;- suffer sufficient degraded performance (throughput/response) such that there is a severe impact on use.	1 (one) business day after notice by phone or fax.	7 (seven) business days once problem is reproducible or defect is identified.
<p><i>Moderate business impact:</i> There is a loss of a functionality that does not seriously affect Customer operations. Any problem that was originally reported as Serious, but has been temporarily solved with a reasonable work-around shall be reduced to Moderate. This category includes:</p> <ul style="list-style-type: none">- problems associated with the installation of the Licensed Product;- some business non-critical functions are incomplete.	2 (two) business days after notice by phone, fax, or email.	20 (twenty) business days once problem is reproducible or defect is identified.
<p><i>Minor business impact:</i> All other problems with the Licensed Product other than those falling within the categories above. This category includes:</p> <ul style="list-style-type: none">- documentation errors;- instances when the Licensed Product does not operate strictly according to specifications;- general usage questions ("how to").	2 (two) business days after notice by phone, fax, or email.	Within the Performance Warranty Period: 20 (twenty) business days once problem is reproducible or defect is identified. After the Performance Warranty Period: No resolution time guarantee.