Maintenance and Support Plan Agreement

By ordering or renewing a Maintenance and Support Plan for your existing Software, you accept the Attachmate Corporation (“Attachmate”) Maintenance and Support Plan terms and conditions between You and Attachmate set out herein (the “Agreement”), subject to the provisions of Section 7.g below.

1. Definitions. The following definitions shall apply to the terms and conditions of your Plan:
   a. “Agreement” means this Maintenance and Support Plan Agreement.
   c. “Authorized Support Contacts” has the meaning in Section 6.a.ii below.
   d. “Business Holiday” means Attachmate holidays applicable to your Location when Technical Support is unavailable, as specified at http://support.attachmate.com/contact/.
   e. “Business Hour” means a time period of one hour within the Technical Support team’s Local hours of operation as specified at http://support.attachmate.com/contact/.
   f. “Business Day” means Attachmate days of operation applicable to your Location, excluding Saturdays and Sundays and the Business Holidays as specified at http://support.attachmate.com/contact/.
   g. “Basic Maintenance and Support Plan” or “Basic Plan” has the meaning in Section 6.a below.
   h. “Discontinued” has the meaning in Section 6.b.iii below.
   i. “Elite Maintenance and Support Plan” or “Elite Plan” has the meaning in Section 6.b below.
   j. “Expired Maintenance and Support Policy” has the meaning in Section 4.g below.
   k. “Reinstatement Fee” has the meaning in Section 4.g. below.
   l. “Local” or “Location” means the location of the Attachmate entity where your VPA was created.
   m. “Maintenance and Support Plan” or “Plan” means the Basic Plan or Elite Plan, as applicable, purchased by you with the initial and/or any additional software purchases, and that includes (1) the Software Update entitlement referred to in Section 5 below and (2) Technical Support services made available by Attachmate during the Maintenance and Support Term, as further specified on the Maintenance and Support Program Page, in exchange for your payment of the applicable Plan fee and agreement to these terms and conditions.
   n. “Maintenance and Support Term” has the meaning in Section 3.a below.
   p. “Plan Expiration Date” has the meaning in Section 3.a below.
   q. “Primary Contact” has the meaning in Section 6.a.ii.a) below.
   r. “Product Support Lifecycle” has the meaning in Section 4.a below.
   s. “Software” means an Attachmate software product (including any full release and Software Update) that you have in Use, together with its included documentation.
   t. “Software Update(s)” has the meaning in Section 5 below.
   u. “SLA” or “EULA” means the end user software license agreement, product use rights appendix, and any other appendix that is packaged or delivered electronically with, and that governs, the Software.
   v. “Targeted Callback Time” has the meaning in Section 6.c below.
   w. “Technical Account Manager” or “TAM” refers to the Attachmate Technical Support personnel provided for Elite Plan subscribers, as further described in Section 6.b.ii below.
   x. “Technical Support” has the meaning in Section 6 below.
   y. “Units” refers to the number of Software licenses owned or copies in Use by Licensee.
   z. “Use” shall mean a copy of the Software or any component of the Software that is installed or loaded (a) in the permanent or temporary memory of a device (including virtual machines and portable-storage devices) and/or (b) on any additional end-user device (including virtual machines) through which a copy of the Software could be accessed or used.
   aa. “VPA” has the meaning in Section 4.b below.
bb. “You” means the individual or entity that purchases a Plan.

2. **Maintenance and Support Plan Overview.** Your purchase of a Maintenance and Support Plan includes the following components:

   a. **Software Update Entitlement.** For your maintained Software, Attachmate will provide you with license entitlement to any Software Update, released during your Maintenance and Support Term, as further detailed in Section 5.

   b. **Technical Support.** Attachmate will assist you with Technical Support questions, including those about configuration and usage, for the Units of Software you have covered under your Plan, as further detailed in Section 6.

3. **Term and Termination; Fees; Renewals.**

   a. **Maintenance and Support Term.** Your “Maintenance and Support Term” will commence as of the effective date of your Plan purchase and continue through the last day of the month twelve (12) months thereafter or as otherwise agreed to by the parties as a “Plan Expiration Date”. If you are a maintained customer, the Maintenance and Support Term will be coterminous with your existing Plan Expiration Date.

   b. **Maintenance and Support Plan Fees.** Maintenance and Support Plan fees are payable in advance and are non-refundable. Attachmate’s standard Maintenance and Support Plan fees apply for a Maintenance and Support Plan (i) purchased simultaneously with the initial or additional corresponding Software or (ii) that is renewed annually without interruption no later than the Plan Expiration Date. For a Maintenance and Support Plan purchased through an Attachmate reseller, your Maintenance and Support Plan fees are independently established by the reseller but will reflect the applicable price level or quantity break. You may terminate your Plan at any time by notifying Attachmate, but will not be entitled to any refund.

   c. **Renewing Maintenance and Support.** You may renew your Maintenance and Support Plan by submitting a valid purchase order for the then-applicable Maintenance and Support Plan fees prior to the Plan Expiration Date. Otherwise, Attachmate’s Expired Maintenance and Support Policy will apply, as further detailed herein.

4. **Applicable Policies.**

   a. **Product Support Lifecycle.** Your Maintenance and Support Plan will apply to supported versions of the Software in accordance with the “Product Support Lifecycle” posted at http://support.attachmate.com/programs/lifecycle/ and updated from time to time. Technical Support for any mobile application is available only for the latest released version of that mobile application.

   b. **Volume Purchase Accounts.** Attachmate assigns licenses to one or more Volume Purchase Account (“VPA”) in order to track your license and Maintenance and Support Plan entitlement. You must reference the applicable VPA number when placing an order with Attachmate or an Attachmate reseller.

   c. **Full Maintenance and Support Policy.** Attachmate’s Full Maintenance and Support Policy requires customers who purchase a Maintenance and Support Plan to purchase the same Plan for all Units of the Software.

      - For example, when a customer who is licensed for Reflection X and Databridge purchases a Plan for their Reflection X licenses, that Plan must cover all Units of Reflection X. However, the same customer is not required to purchase a plan for their Databridge licenses.


      - For example, when a customer, who is licensed for Reflection X that is not currently on the Maintenance and Support Plan, purchases additional Reflection X Software the customer must pay the applicable Maintenance and Support Plan fees for the existing Reflection X Software as well as the new Reflection X Software.
d. **Coterminous Maintenance and Support Policy.** If you purchase additional Units of the Software (or receive Units through an authorized transfer) or otherwise add Units of a maintained product during an existing Maintenance and Support Term, you must purchase a Maintenance and Support Plan for those Units. A Maintenance and Support Plan for those Units will be coterminous with the existing Plan Expiration Date.

e. **Full Upgrade Policy.** Prior to purchasing a Plan for your Software, you must upgrade all Units of the Software that you did not originally purchase a Plan for or for which you have allowed your Plan to lapse.

f. **Transfer Policy.** Your Plan is non-transferable. If you receive permission from Attachmate to transfer Units to another legal entity, your Plan will not transfer with the Units. Attachmate does not offer a refund of Plan fees for transferred Units.

g. **Expired Maintenance and Support Policy.** If you allow your Plan to lapse, Attachmate’s then-current reinstatement fee (“Reinstatement Fee”) must be paid for each lapsed Unit in order to render the Units eligible for reinstatement and your Plan eligible for renewal. Plan fees are due by the Plan Expiration Date, and a Plan is considered lapsed the day after the Plan Expiration Date. There is no “grace period” for late renewals.

5. **Maintenance Details; Software and Entitlement.** All Software provided pursuant to your Plan is subject to the terms and conditions of this Agreement and any SLA or EULA or other terms packaged or delivered electronically with the Software. Software entitlement provided during your Maintenance and Support Term may include upgrades, service packs, hotfixes, and updates, collectively referred to herein as “Software Update(s)”.

a. **Delivery.** During your Maintenance and Support Term and for the Software covered under your Plan, Software Updates referred to in this Section, if any, will be made available to your identified Primary Contact (defined below) for electronic download. Except for supported mobile devices, for new Software Updates that are made commercially available during your Maintenance and Support Term, Attachmate will endeavor to notify the Primary Contact regarding the release via an email that will include a protected link to the Attachmate download site, and Software Updates will be deemed delivered upon delivery of such email notification. Unless otherwise requested by the Primary Contact, Attachmate will endeavor to include all designated Authorized Support Contacts (defined below) in email Software Update notifications and will make Software Updates available for electronic download to all designated Authorized Support Contacts. For supported mobile devices, email notifications regarding Software Updates will not be provided. In order to ensure the Software on your mobile device is up to date and available for Technical Support access, you will need to check the mobile app store specific to your device to see if a Software Update is available. Attachmate recommends you download the applicable Software Update at the time of availability in order to ensure access to the latest features.

b. **Upgrade.** An upgrade is typically a successor release to the Software, generally represented by a change in the product version number and is typically designed for wide distribution.

c. **Service Pack.** A service pack is generally a cumulative release of the Software that incorporates changes from prior service packs, updates, and/or hotfixes as are typically designed for wide distribution. Once a service pack is released, support for prior service packs, updates, and hotfixes may transfer to the newly released service pack.

d. **Hotfix.** Distributed on a limited basis, a hotfix is typically a cumulatively built release of the Software that may address specific customer issues and/or enhancement requests.

e. **Update.** An update is generally a cumulative release similar to a service pack but containing specific fixes and/or enhancements, and is typically designed for wide distribution.

6. **Technical Support Details.** During your Maintenance and Support Term, Attachmate’s Technical Support department will assist you with your Technical Support questions, including those about configuration and usage, as described in this Section (“Technical Support”) for the Units of Software you have covered under your Plan. Attachmate offers two Plans: (1) the “Basic” Plan (as described in Section 6.a), and (2) the “Elite” Plan (as described in Section 6.b). Technical Support is restricted to assistance for supported versions of the Software in accordance with Attachmate’s current Product Support Lifecycle policy. Technical Support does not include: (i) assistance with altered or modified
software object code, or Software problems created by your negligence or fault or from hardware malfunction; or (ii) performance of consulting services, Software installation or implementation, recovery of lost data, or purchase recommendations.

a. Basic Plan. The following are features of the Basic Plan:

i. Access to Technical Support. Technical Support via telephone or email is available in English (and other languages where available) during Attachmate’s regular Business Hours from Attachmate’s regional Technical Support Centers, excluding regular Attachmate Business Holidays. The primary Technical Support Centers are in Seattle, WA, USA (6:00 am to 5:00 pm Pacific Time, Monday – Friday GMT-8) and Ennis, Ireland (8:30 am – 5:00 pm Monday – Thursday, 8:30 am – 4:00 pm Fridays GMT). Contact information for Technical Support in any region is posted at [http://support.attachmate.com/contact/](http://support.attachmate.com/contact/). Toll-free telephone numbers, available for North America and other regions, will be made available to maintained customers. Customers requesting Technical Support will be asked to provide their VPA number or comparable identifier issued by Attachmate to validate Plan entitlement. Technical Support services will be provided by the Technical Support Center applicable to the Customer's Location, as such term is defined herein.

ii. Authorized Support Contacts; Primary Contact. As part of your Plan purchase, you are required to designate contacts from your organization that are authorized to access Technical Support (“Authorized Support Contacts”). The number of Authorized Support Contacts you are entitled to will depend on the Plan you have purchased, as detailed on the Maintenance and Support Program Page.

a) Primary Contact. One of your Authorized Support Contacts shall be designated your primary Authorized Support Contact (“Primary Contact”). Your Primary Contact can request that access to download of the Software entitled under your Plan be restricted to one or more Authorized Support Contacts. If an individual from your company contacts Technical Support, but they are not a designated Authorized Support Contact, they will be referred to your Primary Contact. Only the Primary Contact can add, change or delete your listed Authorized Support Contacts. The Primary Contact is responsible for maintaining the designated contacts for your Plan.

b) Authorized Support Contact Roles and Responsibilities.

| Authorized Support Contact(s) | **Attachmate will provide Technical Support through your Authorized Support Contacts. Authorized Support Contacts are responsible for opening service requests on behalf of your organization. Your Authorized Support Contacts must be technically skilled and knowledgeable about the Software as well as the environment in which it is being used, in order to help resolve issues and assist Technical Support in analyzing and resolving service requests; otherwise, our ability to provide support to you may be hindered, and we may request that you designate a more qualified Authorized Support Contact. Your Plan will state the number of Authorized Support Contacts you are entitled to. If you wish to designate additional Authorized Support Contacts, Attachmate may charge you applicable fees. Unless otherwise agreed upon, under a Basic Plan, your Authorized Support Contact(s) must remain your focal point for communication and remain engaged with Technical Support throughout the duration of the service request.** |
| Elite Authorized Support Contact(s) | **Under the Elite Plan, Authorized Support Contacts have the benefit of making arrangements with your Technical Account Manager to work with another individual within your organization on service requests.** |
iii. **Online Services.** Technical Support will respond to web-generated service requests during local Business Hours. Services offered via the web are subject to change. In the event of an outage, you may experience temporary interruptions to online services.

b. **Elite Plan and Elite 24x7 Add-on.**

i. **Elite Plan.** With the Elite Plan, you are entitled to all of the benefits of the Basic Plan listed above plus the additional benefits detailed here and on the Maintenance and Support Program Page.

   - **Elite 24x7 Add-on.** Customers who have purchased an Elite Plan may, for an additional fee, purchase an Elite 24x7 Add-on. Elite 24x7 Add-on provides access to Technical Support in the English language 24 hours a day, 7 days a week (excluding Attachmate’s Business Holidays) for Authorized Support Contacts.

ii. **Targeted Callback Times for Elite Plan and Elite 24x7 Add-on.**

   - With an Elite Plan or an Elite with Elite 24x7 Add-on, Authorized Support Contacts can expect a callback per the applicable Targeted Callback Time specified in Section 6.c below. With an Elite Plan, Authorized Support Contacts calls will be forwarded to a “Technical Account Manager” or “TAM”. If the TAM is not available, Authorized Support Contacts can leave a voicemail or request to speak to another TAM.

   - With the purchase of an Elite with Elite 24x7 Add-on, after hours support is available via pager for Severity 1 issues only, as defined in the table in Section 6.c below.

iii. **Product Support Lifecycle Override.** For Software designated “Discontinued” on the Product Support Lifecycle Phases webpage ([http://support.attachmate.com/programs/lifecycle/phases-page.html](http://support.attachmate.com/programs/lifecycle/phases-page.html)), Elite Plan customers will continue to receive twelve (12) additional months of interactive Technical Support for their Software.

c. **Targeted Callback Times.** The Technical Support team’s “Targeted Callback Time” shall be based upon your Plan level and the impact of the issue you are experiencing, as follows:

<table>
<thead>
<tr>
<th>Severity</th>
<th>Impact</th>
<th>Targeted Callback Time</th>
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| Severity 1 | System Down: A mission-critical application is down or so severely impacted that users cannot work. The entire enterprise is affected. | • Elite 24x7: 1 hour  
• Elite: 1 Business Hour  
• Basic: 2 Business Hours |
| Severity 2 | Critical: Issue impact results in a severe loss of service and is difficult to work around. A large number of users in a production environment are affected. | • Elite: 1 Business Hour  
• Basic: 4 Business Hours |
| Severity 3 | Moderate: Issue impact is an inconvenience to users. Business is proceeding with a minor loss of service. A workaround is available. | • Elite: 1 Business Hour  
• Basic: 1 Business Day |
| Severity 4 | Minor: Issue does not have a significant business impact. | • Elite: 1 Business Hour  
• Basic: 2 Business Days |

7. **General.**

a. **Governing Law; Venue; Attorneys’ Fees.** All matters arising out of or relating to this Agreement will be governed by the substantive laws of the United States and the State of Washington without regard to its choice of law provisions. Any suit, action or proceeding arising out of or relating to this Agreement may exclusively be brought before a federal or state court of appropriate jurisdiction in Washington. If a party initiates Agreement-related legal proceedings, the prevailing party will be entitled to recover reasonable attorneys’ fees. If, however, your country of principal residence is a member state of the European Union or the European Free Trade Association, (1) the courts of Ireland shall have exclusive jurisdiction over any action of law relating to this Agreement; and (2) where the laws of such country of principal residence are
required to be applied to any such action of law the laws of that country shall apply. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

b. **Disclaimer.** Attachmate makes no claim that the operation of the Software, including Upgrades and Updates, will be uninterrupted or error-free, or that all errors in the Software will be corrected.

c. **Force Majeure.** Attachmate will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Attachmate’s reasonable control.

d. **Export.** You are responsible for complying with all trade regulations and laws both foreign and domestic. You acknowledge that the Software may only be exported or re-exported in accordance with U.S. Government Export Administration Regulations. Without authorization from the U.S. Government, you may not export or re-export the Software (i) to any prohibited country, person, entity, or end-user as specified by U.S. export controls or (ii) for use in the design, development or production of nuclear, chemical, or biological weapons, or missile technology, or any other prohibited use. You warrant and represent that neither the Bureau of Industry nor Security of the U.S. Commerce Department nor any other U.S. Government entity or agency has suspended, revoked or denied, in whole or in part, your export privileges. For current information on U.S. export requirements and restrictions visit [www.bis.doc.gov](http://www.bis.doc.gov).

e. **Consent Regarding Use of Personal Information.** If you provide contact information or other personal information to Attachmate for contracts or Technical Support purposes, you consent to Attachmate’s use of such information in providing you services, and you agree to comply with all applicable laws regarding the transmission of such data. As used herein, the term "personal information" means data that reasonably can be used to identify or describe an individual.

f. The Limited Warranty and Limitation of Liability in the SLA or EULA applies, provided, Attachmate’s ENTIRE LIABILITY FOR TECHNICAL SUPPORT SERVICES DELIVERED UNDER YOUR MAINTENANCE AND SUPPORT PLAN SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN MAINTENANCE AND SUPPORT PLAN FEES FOR THE SERVICES IN QUESTION DURING THE APPLICABLE MAINTENANCE AND SUPPORT TERM. ATTACHMATE DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

g. **Revised Terms and Conditions.** Attachmate reserves the right to revise the terms and conditions, and related fees, of this Agreement from time to time, and will notify you of any such revision. Notification may occur via email, or be posted on [www.attachmate.com](http://www.attachmate.com), or may otherwise occur in a manner deemed commercially reasonable by Attachmate. Notwithstanding the foregoing, in the event Attachmate revises these terms and conditions, you will not be entitled to any additional benefits or services offered thereunder absent payment to Attachmate or its reseller of the appropriate fee related to said revision, if any.

h. **Interest.** Attachmate may charge you interest if you do not pay us on time, or do not pay the applicable Maintenance and Support Plan fees for each Unit of the Software. All past due amounts accrue interest at the lower rate of 12% per annum, or the highest amount allowed by law, from the due date until fully paid. Interest will be calculated from the date when the relevant fees should have been paid until the date that they are actually paid.

i. **Reservation of Rights.** Attachmate reserves all rights not expressly granted under this Agreement.