

Jive Software Premium Support and Maintenance Terms and Conditions

Jive shall provide Support and Maintenance Services in accordance with the terms of this Exhibit, which such terms may be amended from time to time by Jive.

1. Definitions.

“Patch Release” means a progressing of the 3rd digit of the version release number in a three point version control system (e.g., v4.1.1 to v4.1.2).

“Point Release” means a progressing of the 1st or 2nd digit of the version release number in a three point version control system, as applicable (e.g., v3.5 to v4.0 or v4.1 to v4.2), not including any Patch Releases.

“Update” means a Software patch issued by Jive to correct defects or deficiencies in Software or to provide minor modifications that do not substantially change the basic character or structure of Software.

“Upgrade” means an incremental release of Software that provides significant improvements (not merely corrections for Software defects and deficiencies) and changes the basic character or structure of Software, including, by way of example only, the inclusion of additional features and/or functionality.

2. Supported Versions of the Software. Subject to Section 9, Jive shall provide Support and Maintenance Services for each Point Release and each Patch Release of the Software for a period that commences on the date of Jive’s general release of such Point Release or Patch Release and ends on the date that is twelve (12) months after the date that Jive releases the next chronological Point Release. For example, if version 6.1 of the Software is released on January 1, 2010 and version 6.2 of the Software is released on July 1, 2010, then Jive will provide Support and Maintenance Services for the Point Release version 6.1, and all 6.1.x Patch Releases for the period that commences on January 1, 2010 and ends June 30, 2011.

3. Items Covered by Support and Maintenance Services. Support and Maintenance shall include:

- (a) online and phone support for all technical issues relating to the use of the Software (including errors or problems with the Software, issues during setup and assistance understanding specific features); and
- (b) all available Updates and Upgrades as they become available for general release (electronically via download from Jive’s website).

4. Items Not Covered by Support and Maintenance Services. Jive is not obligated to provide Support and Maintenance for errors or problems caused by the following (each, an “Excluded Cause”):

- (a) third-party components not provided by Jive;
- (b) any modifications to the Software;
- (c) use of the Software other than in a recommended environment described in the Documentation; or
- (d) continued use of a Point Release or Patch Release version of the Software for which Support and Maintenance Services are no longer provided in accordance with Section 2 above.

5. Customer Obligations. Customer agrees to provide Jive with all information and materials requested by Jive for use in replicating, diagnosing and correcting an error or other problem with the Software reported by Customer. Customer acknowledges that Jive’s ability to provide satisfactory Support and Maintenance Services is dependent on Jive having the information necessary to replicate the reported problem with the Software. In reporting an error to Jive, Customer will send a complete and accurate error report (an “Error Report”) that includes (a) Customer name and on-site technical contact information; (b) version and maintenance release level of the Software; (c) platform and version on which the Software is running; (d) a reasonably detailed description of the error, together with any supporting information that Customer’s engineers believe will assist Jive in its diagnostic process; (e) any error message(s) or other message(s) generated by the system in association with the error; (f) any applicable trace files and/or error logs; (g) a test case or instructions necessary to demonstrate the error; (h) identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available; and (i) the date and time that the error report is submitted to Jive. Customer acknowledges that any Update or Upgrade provided by Jive may be necessary to the proper operation of the Software and therefore Customer agrees to promptly install all Updates or Upgrades made available by Jive to ensure that Customer’s version of the Software remains supported.

6. Contact Methods. As stated in Section 3 above and subject to Section 8, Customer may contact Jive to provide an Error Report and request Support and Maintenance Services by any of the following methods: (a) online at the following URL: <http://www.jivesoftware.com/community/> (the “Supportal”), (b) forum postings available at Jive’s website, (c) email or (d) phone. WHILE JIVE WILL USE COMMERCIALY REASONABLE EFFORTS TO RESPOND TO CUSTOMER’S REQUEST USING ALL OF THE ABOVE METHODS, JIVE ONLY GUARANTEES ITS INITIAL RESPONSE AND RESOLUTION TIMES WHEN CONTACTED VIA THE SUPPORTAL.

7. Business Hours. Jive’s business hours are defined as 5:00 AM to 6:00 PM Pacific Time, Monday through Friday, exclusive of the following holidays:

- New Year’s Day (Jive’s recognized day for this holiday)
- Martin Luther King, Jr. Day (Jive’s recognized day for this holiday)

- President's Day (Jive's recognized day for this holiday)
- Nationally recognized day of Good Friday
- Memorial Day
- Independence Day (US) (Jive's recognized day for this holiday)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day (Jive's recognized day for this holiday)

8. Response Times. If an Error Report is submitted to Jive via the Supportal, Jive shall comply with the response times set forth below based on the severity level of the particular Error. For Error Reports submitted via any other method, Jive will use commercially reasonable efforts to comply with the following response times but does not guarantee such compliance.

Severity Level	Definition	Response
Critical	A Critical Severity issue has significant to critical business impact on a production system, resulting in Customer's production system being either down, or functioning at a significantly reduced capacity.	Jive agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Severity fault within one (1) hour after notification by Customer via the Supportal. Jive will use commercially reasonable efforts to resolve Critical Severity faults as soon as possible. The resolution will be delivered to Customer as a work-around or as an emergency software fix. If Jive delivers an acceptable work-around instead of a solution, the severity classification will drop to a Medium Severity or lower.
Medium	A Medium Severity issue has some business impact on a production system, resulting in some functionality loss on Customer's production system. The Software is usable, but does not provide a function in the most convenient or expeditious manner.	Jive agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Medium Severity fault within one (1) business day of notification by Customer via the Supportal. Jive will use commercially reasonable efforts to resolve Medium Severity faults within thirty (30) days or in the next Update of the Software. If Jive determines, in its sole discretion, that the requirement is unique to Customer's operations, Jive will notify Customer within two (2) weeks of receiving notification of the fault with an appropriate recommendation and estimate for resolving the incident.
Low	A Low Severity issue is for non-production questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer's production system.	Jive agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Low Severity fault within one (1) business day of notification by Customer via the Supportal. Jive does not guarantee a resolution time for Low Severity incidents.

9. Term and Termination. Support and Maintenance Services will be provided for the term set forth on the relevant Pricing Schedule; provided that Jive may cease Support and Maintenance Services generally with respect to the Software by delivering no less than eighteen (18) months notice to Customer. Any termination of the master license agreement between Jive and Customer will automatically terminate Support and Maintenance Services.