

Jive Software Support Services
Terms and Conditions for Silver, Gold and Platinum Offerings

Jive shall provide Support Services in accordance with the terms of this Exhibit, which such terms may be amended from time to time by Jive. Jive currently offers 3 levels of Support Services: Silver, Gold and Platinum. Except where noted below, all terms and conditions of this document shall apply to all levels of Support Services required.

1. Definitions.

“Patch Release” means a progressing of the 3rd or 4th 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 patch, including Patch Releases, issued by Jive to correct defects or deficiencies in the Solution or to provide minor modifications that do not substantially change the basic character or structure of the Solution.

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

2. Supported Versions of the Solution. Subject to Section 9, Jive shall provide Support Services for each Point Release and each Patch Release of the Base Platform for a period of two years following the date of Jive’s initial general release of such Point Release or Patch Release.

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

- (a) online and phone support for all technical issues relating to the use of the Solution (including errors or problems with the Solution, 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).
- (c) for Gold and Platinum Support Services, a technical account manager (“TAM”) shall be provided to Customer to provide technical account management services for the applicable License Term (as defined in the relevant Pricing Schedule). The TAM services shall be set forth in the relevant Pricing Schedule.

4. Items Not Covered by Support Services. Jive is not obligated to provide Support Services 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 Solution;
- (c) use of the Solution other than in a recommended environment described in the Documentation; or
- (d) continued use of a Point Release or Patch Release version of the Base Platform for which Support 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 Solution reported by Customer. Customer acknowledges that Jive’s ability to provide satisfactory Support Services is dependent on Jive having the information necessary to replicate the reported problem with the Solution. 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 Solution; (c) platform and version on which the Solution 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 Solution and therefore Customer agrees to promptly install all Updates or Upgrades made available by Jive to ensure that Customer’s version of the Solution 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 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 TIMES WHEN CONTACTED VIA THE SUPPORTAL, EXCEPT THAT FOR PLATINUM LEVEL SUPPORT SERVICES JIVE WILL RESPOND TO ERROR REPORTS WHEN JIVE IS CONTACTED VIA THE SUPPORTAL AND/OR AT JIVE’S DESIGNATED PHONE NUMBER FOR CUSTOMER.

7. Business Hours. Jive’s business hours are defined as 12:00 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) during the period 9:00 AM to 6:00 PM Pacific Time

- President's Day (Jive's recognized day for this holiday) during the period 9:00 AM to 6:00 PM Pacific Time
- Nationally recognized day of Good Friday
- UK recognized day of Easter Monday during the period 12:00 AM to 6:00 AM Pacific Time
- UK recognized day of First Monday in May during the period 12:00 AM to 6:00 AM Pacific Time
- Memorial Day
- Independence Day (US) (Jive's recognized day for this holiday) during the period 9:00 AM to 6:00 PM Pacific Time
- UK recognized day of Last Monday in August during the period 12:00 AM to 6:00 AM Pacific Time
- Labor Day during the period 9:00 AM to 6:00 PM Pacific Time
- Thanksgiving Day during the period 9:00 AM to 6:00 PM Pacific Time
- Day after Thanksgiving during the period 9:00 AM to 6:00 PM Pacific Time
- Christmas Day (Jive's recognized day for this holiday)
- UK recognized day of Boxing Day (December 26) during the period 12:00 AM to 6:00 AM Pacific Time

8. Response Times. If an Error Report is submitted to Jive, Jive shall comply with the response times set forth below based on the severity level of the particular Error and the level of support for which Customer has purchased. 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.

Response Expectations	Criteria	Support Level	Step 1 Acknowledgement	Step 2 Resolution or action plan
Severity 1: Critical Business Impact	An issue that 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 when taken as a whole.	Silver	Within one hour 24x7	Jive will use commercially reasonable efforts to resolve Severity 1 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 Severity 2 or lower.
		Gold	Within one hour 24x7	
		Platinum	Within thirty minutes 24x7	
Severity 2: Significant Business Impact	An issue that has some business impact on a production system, resulting in some functionality loss on Customer's production system. The Solution is generally usable, but does not provide a function in the most convenient or expeditious manner.	Silver	Within one business day	Jive will use commercially reasonable efforts to resolve Severity 2 faults within 30 days or in the next Update of the Solution. If Jive determines, in its sole discretion, that the requirement is unique to Customer's operations, Jive will notify Customer within two weeks of receiving notification of the fault with an appropriate recommendation and estimate for resolving the incident.
		Gold	Within four business hours	
		Platinum	Within two business hours	
Severity 3: Moderate Business Impact	An issue that has 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.	Silver	Within one business day	Jive will provide an action plan to Customer address such Severity 3 issue but does not guarantee a resolution time for Severity 3 incidents.
		Gold	Within one business day	
		Platinum	Within four business hours	

9. Term and Termination. Support Services will be provided for the term set forth on the relevant Pricing Schedule. Any termination of the master license agreement between Jive and Customer will automatically terminate Support Services.

10. Priority Case Routing. For Platinum Support Service Customers, Jive shall provide automatic routing to a dedicated team of senior support professionals for Error Reports submitted by Customer.