

**Jive Software Standard Support and Maintenance  
Terms and Conditions**

Jive Software 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 Software.

**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 Software 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.** At a minimum, Jive Software shall provide Support and Maintenance Services for the following versions of the Software:

- (a) the then-current version of the Software;
- (b) any Point Release version of the Software that has been released during the then-preceding twelve (12) month period; and
- (c) all Updates and Upgrades to the above-referenced versions of the Software.

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

- (a) e-mail, chat and web 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 Software’s website).

**4. Items Not Covered by Support and Maintenance Services.** Jive Software 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 Software;
- (b) modifications to the Software made by someone other than Jive Software or any of Jive Software’s authorized service providers;
- (c) use of the Software other than in a recommended environment described in the Documentation; or
- (d) continued use of a Point Release version of the Software (other than the then-current version of the Software) that is more than twelve (12) months old.

**5. Licensee Obligations.** Licensee agrees to provide Jive Software with all information and materials requested by Jive Software for use in replicating, diagnosing and correcting an error or other problem with the Software reported by Licensee. Licensee acknowledges that Jive Software’s ability to provide satisfactory Support and Maintenance Services is dependent on Jive Software having the information necessary to replicate the reported problem with the Software. In reporting an error to Jive Software, Licensee will send a complete and accurate error report (an “Error Report”) that includes (a) Licensee 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 Licensee’s engineers believe will assist Jive Software 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 Software. Licensee acknowledges that any Update or Upgrade provided by Jive Software may be necessary to the proper operation of the Software and therefore Licensee agrees to promptly install all Updates or Upgrades made available by Jive Software to ensure that Licensee’s version of the Software remains supported.

**6. Contact Methods.** As stated in Section 3 above and subject to Section 8, Licensee may contact Jive Software 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/>, (b) forum postings or online chat (Webchat) available at Jive Software’s website, (c) email or (d) phone.

WHILE JIVE SOFTWARE WILL USE COMMERCIALY REASONABLE EFFORTS TO RESPOND TO LICENSEE’S REQUEST USING ALL OF THE ABOVE METHODS, JIVE SOFTWARE ONLY GUARANTEES ITS INITIAL RESPONSE AND RESOLUTION TIMES WHEN CONTACTED VIA THE ONLINE SUBMISSION PROCESS.

**7. Business Hours.** Jive Software’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 Software’s recognized day for this holiday)

- Martin Luther King, Jr. Day (Jive Software’s recognized day for this holiday)
- President's Day (Jive Software’s recognized day for this holiday)
- Nationally recognized day of Good Friday
- Memorial Day
- Independence Day (US) ( Jive Software’s recognized day for this holiday)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day (Jive Software’s recognized day for this holiday)

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

Severity Level	Definition	Response
1	A Severity One (1) incident has a critical business impact. The licensed product, or one or more of its critical functions, is inoperable or severely impaired, which affects a significant portion of business, or otherwise fails catastrophically in a production system.	Jive Software agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 fault as soon as possible, but in any event an initial response will be provided within one (1) business day after notification by Licensee via an Online Submission. Jive Software will use commercially reasonable efforts to resolve Severity 1 faults as soon as possible. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If Jive Software delivers an acceptable work-around instead of a solution, the severity classification will drop to a Severity 2 or lower.
2	A Severity Two (2) incident has a significant business impact. A major function or subsystem of the licensed product is non-operational or seriously impaired on a production licensed product.	Jive Software agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose and correct a Severity 2 fault as soon as possible but in any event an initial response will be provided within one (1) business day of notification by Licensee via an Online Submission. Jive Software will use commercially reasonable efforts to resolve Severity 2 problems within three (3) business days. The resolution will be delivered to Licensee as a work-around or as an emergency software fix.
3	A Severity Three (3) incident has some business impact. The licensed product is usable, but does not provide a function in the most convenient or expeditious manner, or is a cosmetic or isolated errors in which the Licensee suffer little or no significant impact or the problem can be overcome via modest manual intervention.	Jive Software agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Severity 3 fault within one (1) business day of notification by Licensee via an Online Submission. Jive Software will use commercially reasonable efforts to resolve Severity 3 faults within 30 days or in the next update of the Software. If Jive Software determines that the requirement is unique to Licensee’s operations, Jive Software will notify Licensee within two (2) weeks of receiving notification of the fault with an appropriate recommendation and estimate for resolving the incident.
4	A Severity Four (4) incident has a minimal business impact. The Licensee is affected in some way, which is reasonably correctable by a documentation change or by a future update from Jive Software.	Jive Software agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Severity 4 fault within one (1) business day of notification by Licensee via an Online Submission. Jive Software does not guarantee a resolution time for Severity 4 incidents.