

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 Jive Customer Support (“JCS”) Services: JCS Silver, JCS Gold and JCS Platinum. Except where noted below, all terms and conditions of this document shall apply to all levels of JCS Services required.

1. Definitions.

“Cloud Release” means any progression, Update, or Upgrade of Jive’s Hosted Service (“Cloud Solution”), and does not include version release numbers.

“Critical Release” means a progression of the 4th digit of the version release number in a four point version control system (e.g., v4.1.1.0 to v4.1.1.1). A Critical Release provides corrections to essential defects in the Solution, including by way of example only, fixes for a security vulnerability or a Solution stability problem, and may provide minimal modifications that do not substantially change the basic structure of the Solution.

“Escalation Manager” means a named Jive resource who will respond to, provide updates around, and drive toward resolution, any mutually agreed upon cases determined to be important to Customer’s business objectives. The Escalation Manager is designated to support multiple accounts as a shared resource.

“General Release” means any Major Release, Maintenance Release or Critical Release.

“Maintenance Release” means a progression of the 3rd digit of the version release number in a four point version control system (e.g., v4.1.1.0 to v4.1.2.0). A Maintenance Release primarily provides corrections to defects in the Solution, and may provide minor improvements that do not substantially change the basic structure of the Solution.

“Major Release” means a progression of the 1st or 2nd digit of the version release number in a four point version control system (e.g., v4.1 to v4.2). A Major Release provides significant improvements and includes changes to the basic structure of the Solution, including, by way of example only, the inclusion of additional features, functionality, and corrections to defects in the Solution.

“Operations Review” means the service where Jive meets with Customer to review support and hosting metrics, critical issues, bug fixes, back-ports, recommendations and/or plans for upgrading, and other events that may affect Customer’s use of the Jive instance.

“Premium Case Handling” means the service where Jive provides senior support representatives for Customer cases, and includes awareness of Customer specific information, and provides an increased focus to proactively drive cases toward resolution.

“Proactive Case Management” means the service provided where Jive provides a named resource to maintain Customer specific information, and proactively works with Jive personnel to assist and drive cases submitted to Jive toward resolution on Customer’s behalf.

“Product Usage and Release Review” means the service where Jive meets with Customer to ensure purchased products and applicable hosting services are being leveraged by Customer, answer questions about the existing Jive products, and provide an update on Jive’s current releases and newest features and functionality.

“Tactical Review” means the service provided for Platinum customers where Jive meets with Customer to review cases submitted the prior week, top issues that need to be addressed, and upcoming issues/events in the coming weeks.

“Technical Account Manager (TAM)” means a named Jive resource that provides accountability, internal customer advocacy, and customer focused management across departments to provide a holistic management structure on behalf of Customer. The TAM is designated to support multiple accounts as a shared resource.

“Update” means a patch, including Maintenance Releases and Critical 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 Major 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 11, for a period of two years following the date that Jive initially makes available a Major Release, Jive shall provide JCS Services for each General Release of the Solution. Cloud Releases are supported for the Subscription Term. Jive recognizes that Customer may have legitimate business reasons for not upgrading to a new version of the Solution as soon as the version becomes available. However, Jive will not support old versions indefinitely. Jive has policy that sets out what happens when old versions reach end-of-life (to view the current policy, click on this link: <http://www.jivesoftware.com/legal/>).

3. **Items Covered by JCS Services.** JCS 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);
 - (b) all General Releases and Cloud Releases as they become available.
4. **Items Not Covered by JCS Services.** Jive is not obligated to provide JCS Services for errors or problems caused by the following (each, an “**Excluded Cause**”):
- (a) third-party components not provided by Jive or contemplated within the Documentation;
 - (b) any modifications to the Solution;
 - (c) use of the Solution other than as described in the Documentation; or
 - (d) continued use of a General Release of the Solution for which JCS Services are no longer provided in accordance with Section 2 above.
5. **Customer Obligations.** Customer agrees to provide Jive with all information and materials reasonably requested by Jive for use in replicating, diagnosing and correcting an error or other support issue with the Solution reported by Customer. Customer acknowledges that Jive’s ability to provide satisfactory JCS Services is dependent on Jive having the information necessary to replicate the reported problem with the Solution. In submitting a service request (each individual request being a “Service Request”) to Jive, Customer will send a complete and accurate 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 request, 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 request; (f) any applicable trace files and/or logs; (g) a test case or instructions necessary to demonstrate the request; (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 Service Request is submitted to Jive. Customer acknowledges that the implementation of a General Release provided by Jive may be necessary to ensure the proper operation of the Solution. Jive shall not have obligations under support services to remedy issues that will be fixed by implementation of that General Release.
6. **Contact Methods.** As stated in Section 3 above and subject to Section 8, Customer may create a Service Request with by any of the following methods: (a) online at the following URL: <https://community.jivesoftware.com> (“Online Support System”), (b) online postings available on Jive’s Community Sites, (c) email at support@jivesoftware.com or (d) phone at 1.855.778.5483. 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 ONLINE SUPPORT SYSTEM, EXCEPT THAT FOR PLATINUM LEVEL JCS SERVICES JIVE WILL RESPOND TO SERVICE REQUESTS WHEN JIVE IS CONTACTED VIA THE ONLINE SUPPORT SYSTEM 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 excluding holidays.
8. **Response Times.** If a Service Request is submitted to Jive, Jive shall comply with the response times set forth below based on the severity level of the particular request and the level of support for which Customer has purchased. For Service Requests 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	Initial Response Time	Resolution
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	One (1) hour 24x7	Jive will use commercially reasonable efforts to resolve Severity 1 faults as soon as possible. To achieve this, Jive will work 24x7x365 until resolution. The resolution will be delivered to Customer as a work-around or as an emergency software fix. Upon Jive’s delivery of an acceptable work-around or to the extent Customer is not able to assist with the resolution of the case, Jive reserves the right to reclassify the severity level.
		Gold	Thirty (30) minutes 24x7	
		Platinum	Thirty (30) 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	Silver	One (1) business day	Jive will use commercially reasonable efforts to resolve Severity 2 faults in the next Update of the Solution. If Jive determines, in its sole discretion, that the requirement is unique to Customer’s operations, Jive reserves the right to reclassify the severity
		Gold	Two (2) business hours	
		Platinum	Two (2) business hours	

	generally usable, but does not provide a function in the most convenient or expeditious manner.			level.
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	One (1) business day	Jive does not guarantee a resolution time for Severity 3 incidents.
Gold		Four (4) business hours		
Platinum		Four (4) business hours		

9. **Escalation Matrix.** Jive will escalate all open Severity 1 issues as set forth in the table below to facilitate proper attention and resource allocation for prompt resolution. Jive provides a vehicle to escalate non-Severity 1 cases via the Online Support System.

Level	Title	Escalation Point
1 st Level	On-Call Support Manager	>4 hours
2 nd Level	Director of Customer Support	> 1 day
3 rd Level	VP of Client Services	> 2 days

10. **Premium Services.** Jive shall provide the following JCS premium services to Customer.

Service	JCS Gold	JCS Platinum
Proactive Case Management	Yes	Yes
Escalation Manager	Yes	Yes
Technical Account Manager	No	Yes
Operations Meetings	Quarterly	Monthly
Tactical Meeting	No	Weekly
Product Usage and Review Meeting	No	Quarterly
Premium Case Handling	No	Yes

11. **Term and Termination.** JCS 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 JCS Services.