

**Jive Software Premium Support Services
Terms and Conditions**

Last Updated - October 2012

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.

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 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 Software, including Point Releases, that provides significant improvements (not merely corrections for Solution defects and deficiencies) and changes the basic character or structure of the Base Software, 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 Software 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).

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 Software 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.

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 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 hour after notification by Customer via the Supportal on a 24x7x365 basis. 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 Solution 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 business day of notification by Customer via the Supportal. Jive will use commercially reasonable efforts to resolve Medium Severity 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.
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 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 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.