

Support Services for Jive Private Cloud (On-Premise) and Jive Public Cloud (Hosted)

Jive shall provide the following maintenance and support in accordance with the terms of this Exhibit, which such terms may be amended from time to time by Jive. Capitalized terms used but not defined in this document have the meanings assigned to them in the Master Agreement (as defined in the Pricing Schedule).

1. DEFINITIONS

- 1.1. “**Standard Support**” means the Standard Support level of Maintenance and Support as set out in Section 3.
- 1.2. “**Issue**” means a failure of the Solution to substantially conform to the functional specifications set forth in the Documentation (as defined in the Master Agreement).
- 1.3. “**Maintenance and Support**” means the maintenance and support services to be provided by the Jive to the Customer in accordance with this Exhibit.
- 1.4. “**Major Release**” means, unless otherwise specified by Jive for a particular product, a release in which the version number to the left of the first decimal point increases (e.g., 2.1 to 3.1).
- 1.5. “**Minor Release**” means, unless otherwise specified by Jive for a particular product, a release of the Solution in which the version number to the right of the first decimal point increases (e.g., 2.1 to 2.2).
- 1.6. “**Platinum Program**” means the platinum support level of Maintenance and Support as set out in Section 4.
- 1.7. “**Solution**” means the certain software program(s) identified in the Pricing Schedule.
- 1.8. “**Support Level**” means the specific level of Maintenance and Support (Standard Support or Platinum Program) that has been selected by the Customer on the Pricing Schedule.
- 1.9. “**Term**” has the same meaning as defined in the Pricing Schedule.
- 1.10. “**Updates**” means service packs, patches, hot fixes, or workarounds for a particular version of the Solution. “Updates”, includes Minor Releases but excludes any Major Releases or other releases of the Solution or any other products that Jive, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Support Level the Customer purchases from Jive. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the Master Agreement. If there is no such agreement, then the terms accompanying the Solution will govern.
- 1.11. “**Workaround**” means a modification or “patch” for a particular version of the Solution, which may be of a temporary or interim nature, used to help cure or avoid an Issue.

2. MAINTENANCE AND SUPPORT SERVICES

In consideration of the Customer’s payment of the applicable fees related to the Support Level, Jive agrees to provide the Support Level of Maintenance and Support selected by the Customer on the Pricing Schedule, for the duration of the Term, and solely for the Solution.

3. STANDARD SUPPORT

- 3.1. **Standard Support.** Standard Support includes the program features that Jive makes generally available to its Standard Support customer base during the applicable Term as follows:
 - 3.1.1. **Annual Solution Maintenance.** Jive shall use commercially reasonable efforts to maintain the Solution so that it operates without Issues.
 - 3.1.2. **Updates.** Jive shall supply Customer with Updates for the Solution that are released to the general customer base during the Term. Such Updates will be provided to Customer at no additional charge, other than any applicable shipping charges. Updates may be delivered via physical media or made available electronically, at Jive’s discretion.
 - 3.1.3. “**Support**” **Defined.** The term “**Support**” consists of assistance to customers via the Internet with respect to use of the Solution and to resolve Issues. Support cases are tracked and managed through access to the Customer support portal. Support will be available during Jive’s business hours, Monday through Friday, excluding local holidays.
 - 3.1.4. **Submission of Issues for Resolution.** Customer shall submit to Jive via the Customer support portal and provide all relevant data requested, including, but not limited to: (a) Customer contact information; (b) Solution version; and (c) a complete description of the Issue and Customer software environment. Customer shall also provide access to the Customer software environment so the Issue may be replicated.

3.1.5. **Problem Definition.** Customer shall provide to Jive: (a) error messages and indications that Customer received when the Issue occurred; (b) description of what the user was doing when the Issue occurred; (c) steps Customer has taken to reproduce the Issue; (d) steps Customer took to solve the Issue; and (e) any relevant log files.

3.2. **Severity Classification and Response Time Goals.** Issues are classified according to severity of impact on the use of the Solution, according to the chart below. All disputes regarding severity classification will be resolved by Jive in its sole discretion.

Standard Support Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	4 business hours (the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	1 business day
3	General product questions relating to development, feature issues, or Documentation.	2 business days

4. PLATINUM PROGRAM

4.1. **Platinum Program.** Platinum Program includes the features that Jive makes generally available to its Platinum Program customer base during the applicable term.

4.2. **Electing Platinum Support.** Customer may upgrade to the Platinum Program at any time provided that Customer pays additional associated fees indicated on the applicable Pricing Schedule. Such fees may be prorated if the upgrade is made any time during the then-current Term. However, Customer may only downgrade from Platinum Program to Standard Support at the time of renewal. To downgrade from the Platinum Program to Standard Support, Customer must provide written notice to Jive at least sixty (60) days prior to the expiration of the then-current Term. Such notice must specify whether the downgrade is to Standard Support and Customer shall pay Jive's then-current fees for that level of Support.

4.3. **Severity Classification and Response Time Goals.** Issues are classified according to severity of impact on the use of the Solution, according to the chart below. All disputes regarding severity classification will be resolved by Jive in its sole discretion.

Platinum Program Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	immediate (by phone or voicemail) 1 hour (via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	4 hours
3	General product questions relating to development, feature issues, or documentation.	next business day

5. ADDITIONAL PROFESSIONAL SERVICES

5.1. **Scope.** Customer may purchase supplemental professional services for an additional fee. Fees related to such services will be described in a statement of work signed by both parties. If no fee is stated, then services will be provided at Jive's standard rate for equivalent services in effect at the time the statement of work is executed. For clarity, if any services are explicitly included in the Support Level selected by

Customer, then such services do not require payment of an additional fee.

5.1.1. **On-Site Services.** Customer may purchase on-site support services.

5.1.2. **Training.** Customer may purchase training services with respect to the Solution.

5.1.3. **Consulting.** Customer may purchase consulting services related to defects caused by issues other than the Solution.

5.2. **Out of Pocket Expenses.** Customer shall pay all reasonable out-of-pocket expenses incurred by Jive, including costs for meals, lodging, and travel related to these additional services.

6. OBLIGATIONS OF CUSTOMER

6.1. **Support Contact.** All communications relating to Maintenance and Support will be supervised, coordinated, and undertaken by no more than two (2) designated contact persons per Customer work-shift who will act as a point of contact between Customer and Jive. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Issues with direction by Jive.

6.2. **Pre-Call Procedures.** Prior to requesting support from Jive, Customer shall comply with all published operating and troubleshooting procedures for the Solution. If such efforts are unsuccessful in eliminating the Issue, Customer shall then promptly notify Jive of the Issue. Customer shall confirm that the following conditions are true before contacting Jive for support:

6.2.1. **Reproduction.** If possible, the situation giving rise to the Issue is reproducible in a single supported Solution;

6.2.2. **Support Representative.** The Customer contact has the technical knowledge regarding the Solution, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;

6.2.3. **Access.** The entire system, including all software and hardware, is available to the Customer contact without limit during any communication with Jive support personnel; and

6.2.4. **Availability.** If requested and required, Customer must make available to Jive a technical representative during support hours of coverage for all Issues. Jive reserves the right to suspend all work relating to any Issues during periods for which the Customer does not provide access to a technical representative or requested data to continue to work on the Issue.

6.3. **Remote Connection.** If appropriate, Customer will cooperate with Jive to allow and enable Jive to perform support services via remote connection using standard, commercially available remote control software. Customer will be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.

6.4. **New Releases.** Customer acknowledges and agrees that Solution releases provided by Jive pursuant to this Exhibit may, in Jive's sole discretion, require additional training of Customer's personnel. Such training will be performed in accordance with [Section 5](#).

6.5. **Disclaimer.** Jive will not be responsible for providing Maintenance and Support, Updates, or any other maintenance and support to the extent that Issues arise because Customer: (a) misuses, improperly uses, mis-configures, alters, or damages the Solution; (b) uses the Solution with any hardware or software not recommended by Jive; (c) uses the Solution at any unauthorized location; (d) fails to install an Update to the Solution if such Update would have resolved the Issue; or (e) otherwise uses the Solution in a manner not in accordance with the Master Agreement.

7. LIMITATIONS ON MAINTENANCE AND SUPPORT SERVICES

7.1. **Non-Compliance Problems.** If Customer notifies Jive of a problem and Jive correctly determines that the problem is due to Customer's incorrect or improper use of the Solution or failure to comply with the terms of this Exhibit or the Master Agreement (as opposed to an Issue with the Solution), the resolution of such problem is not covered by Maintenance and Support. However, Jive may provide consulting services to correct the problem pursuant to [Section 5](#).

7.2. **Release Support Period.** Jive will support a release of the Solution if such release (i) was made generally available during the previous twenty-four (24) months; and (ii) is no more than one Major Release behind the most current release of the Solution. Other versions of the Solution will not be supported unless Jive and Customer mutually agree otherwise in writing.

7.3. **Third Party Products.** Maintenance and Support does not cover the operation or use of third-party hardware or software or Solution modified by any party other than Jive or used in any manner in violation of the Master Agreement or inconsistent with the Documentation.

7.4. **Data.** Customer is encouraged to backup data often and to always do so prior to installing any Update. Jive will have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage.