

The Information Company

Partner Support

Program Handbook

1. Introduction

Welcome to the OpenText[™] ("**OT**") Partner Support Program (sometimes referred to as "**Partner Support**"). This Partner Support Program Handbook (the "**Partner Support Handbook**") is an addendum to and supplements the OpenText Protect Software Maintenance Program Handbook which summarizes terms relating to support for standard, unmodified OT software offered to End Users (the "**Handbook**"). The support offered to OT Global Partner Program Partners is, in general, similar to the support described in the Handbook which can be found at <u>http://www.opentext.com/agreements</u> and is incorporated herein by this reference. This Partner Support Handbook is also governed by the terms and conditions of the OT Partner Master Agreement , or such other agreement as binds the parties to a similar alliance relationship (the "Agreement"), that you executed with OT, including any related Appendices, Schedules, and Exhibits. Partner Support is only offered during the term of the Agreement. The Partner Support is for your internal use only and may not be offered or resold to any third party

including any End User. In the event of any inconsistency or conflict as between the Agreement, the Handbook, and this Partner Support Handbook, this Partner Support Handbook shall be given priority, then the Handbook, then the Agreement.

OT Product support offered to Partners includes a base level of support which is summarized in the Handbook as modified herein. In addition, OT offers fee-based enhanced support programs that allow Partners to extend their Partner Support coverage. You can also contact your local OT support office for documentation on the additional programs.

The section references below track the section numbers in the Handbook, and contain the modifications to that document.

Note: References to "you", "your" or "Partner" mean the entity that entered into an Agreement with OT; "we" or "our" refers to OT. All section references below correspond to the section number in the Handbook.

1.1 Definitions

Terms defined in the Agreement and the Handbook have the same meaning herein. In addition, the following terms have the meaning summarized below.

"Access Support" – means the base level of OT Support that is included with an OT Global Partner Program membership, which consists of:

- Service Packs and/or Product Patches
- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events)
- My Support
 - Administrative SRs such as requests for KC accounts, permissions to downloads, and license keys.
 - The ability to log SRs for technical issues, as authorized by an End User, under an End User's end user ID (EUID).
 - The ability to request enhancements or new features and report Errors, under authorized End User EUID
 - Requires the End User to be current on software maintenance.
- Exclusions Access Partners are not allowed to open technical SRs under the Partner End User ID (EUID).

"Effective Date" refers to the effective date of the Partner Support Program as specified on the quote provided by OpenText to Partner.

2. Support Services

2.1.2 Point(s) of Contact

The number of POCs you may designate is determined by your Partner Support level as outlined in this Partner Support Handbook in section 5.1. OT Support will be delivered in the region that corresponds to the location of formation of the Partner entity that entered into the Agreement, even if the POCs are in different geographical regions. If the POCs are in different geographical regions and local, regional support is required, separate from where the Agreement is entered into, then you will have the option to subscribe to a custom Partner support offering that includes global support.

2.2 Initiation of a Support Request - Partners

Access Partners may open SRs under the following conditions:

- a. The SR is administrative in nature, not requiring technical troubleshooting or investigation. A SR is considered administrative in nature if it involves a license key request, KC login account request, or permission to download.
- b. The SR is authorized by an End User, under an End User's ID (EUID) where the End User has current software maintenance with OT.

Flex Partners may open non-administrative SRs. In addition, with respect to Flex Partners:

- a. Time will be deducted from a Partner's available support hours for technical requests in a minimum of thirty (30) minute increments.
- b. SRs may be opened 24x7x365 under the Flex Partner EUID. If initiating an SR outside of OT regular business days for Partner's home region, a hundred percent (100%) surcharge will be applied (2x regular rate). Example, thirty (30) minutes of troubleshooting time is deducted as one (1) hour when the SR is initiated outside of OT regular business days.
- c. Notwithstanding section 3.0, such partners can apply any balance of partner support hours to SDK support requests.
- d. If an SR is found to be an OT Product code defect or enhancement, troubleshooting time spent on the SR will be credited to the Partner's available balance of support hours. Time spent on administrative SRs will not be deducted from the Partner's balance of available support hours.

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e. Troubleshooting is defined as the aggregate time spent to research, review logs, and participate in calls logged under a Partner's End User ID.

3. Limitations

The following limitations apply to the OT Partner Support Programs:

- Obligations imposed on End User in the Handbook are also imposed on Partner.
- OT does not provide for dedicated assistance with issues encountered as a result of implementing
 major changes to the technical architecture of the standard OT Product (for example, Upgrades to
 the application, underlying database, addition of new hardware, etc.). Standby or Dedicated support
 are fee-based support services that must be pre-arranged for these types of activities. Flex Partners
 may use available hours as part of their Partner Support Program towards these support services,
 or purchase for a separate fee and under separate agreement. Please contact <u>SupportPrograms@
 opentext.com</u> for more information.
- SDK support is provided on a fee-basis only, for qualifying Partners, using any balance of partner support hours available under a Flex Partner Support Program as described in section 5.

4. Term and Renewal

4.1 Initial Term and Renewal

The OT Partner Support Program term is twelve (12) months beginning on the Partner Support Effective Date.

5. Additional Programs

5.0.1 General Terms

The terms in this Partner Support Handbook shall apply to the program deliverables defined herein. Any additional support services requested by the Partner will require a separate agreement and will be subject to OT's current price list.

5.0.2 Partner Support Hours

Partner support hours are available for technical SRs (see section 2.2.1) or for optional coverage.

5.0.2.1 General

- Partner may purchase Partner support hours during the Partner Support term.
- Any unused Partner support hours expire at the end of Partner Support term.
- Partner support hours are for Partner only, and not for resale to End Users.
- Flex Partners may request a balance of support hours by contacting OT Customer Support.

5.0.2.2 Optional Coverage

Partner may use available support hours for optional coverage, pre-arranged through OT Customer Support management. Examples of optional coverage include, but are not limited to, configuration reviews and standby support.

Working hours for Optional Coverage

- Optional coverage is remote only, as requested by Partner and as available and as agreed by OT.
- A daily rate of eight (8) Partner support hours per business day (eight (8) hours) applies.
- Regular off-site working hours are between 8:30 am and 5 pm of OT Customer Support resource's time zone unless otherwise agreed.
- For work outside of OT business days and weekends, OT applies a hundred percent (100%) surcharge (two hundred percent (200%) of normal rate).
- A minimum of two (2) hours per day will be charged for remote services.

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Terms and Conditions

- Any estimates of work effort related to the optional coverage are for planning purposes only. OT will provide support services, i.e. a Customer Support resource working with the Partner or working on Partner tasks up to the number of Partner support hours purchased.
- Work will begin at the earliest possible date at which OT and Partner resources are available, or as otherwise agreed to.
- Partner and OT are required to cooperate in the advance scheduling of optional coverage tasks, recognizing that resource availability will vary. Scheduling is facilitated by a longer lead-time between the date the request is made and the date the requested support service is requested.
- OT and Partner will cooperate in good faith to complete the optional coverage support service in a timely and professional manner. OT's ability to provide optional coverage service is dependent upon the active participation of, and access to, the appropriate Partner resources as may be required by OT and assigned by Partner during the performance of these support services.

5.0.3 Points of Contact

Partner authorizes its Technical POCs to draw down program support hours, initiate SRs and arrange for optional coverage.

Partner may authorize additional Technical POCs, in addition to the POCs defined within the Partner Support Program under section 6.1, for an additional fee and based on the Partner Support Program term.

5.0.4 OT Beta

OT may conduct Beta programs for future releases from time to time. Flex Partners have the opportunity to apply to and participate in OT Beta programs.

5.1 Flex Support

The OT Flex Support Program is a subscription-based program designed to provide Partners with support for Covered Software. Following is a Flex Support Program summary:

Service Description	Amount/Frequency
General	
Partner support hours*	As needed
Ability to use support hours 24x7x365	As needed
Ability to apply support hours for optional coverage	As needed
Partner POCs	3
Ability to apply to OT Beta programs	As available
Ability to add POCs	Additional fee
Ability to purchase additional Partner support hours	Additional fee

*Additional Partner support hours included in the support program are as agreed to on the sales order form and on the quote provided by OT to Partner.

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