

# Optimize Assist Program Handbook

For subscribers to the OpenText Customer Success Services Optimize Assist Program

## 1 Overview

Open Text Corporation's OpenText ("OT") Customer Success Services provides Optimize Assist program services through its Customer Success Services group. This program allows OT's customers ("Customer(s)") to subscribe to an annual OpenText Optimize Assist Program (referred to herein as "Optimize Assist") as further described below.

Optimize Assist is governed exclusively by the terms and conditions as set forth in this handbook ("Handbook") and the then-current version of the applicable OT Professional Services Program Agreement (available upon request or at [www.opentext.com/agreements](http://www.opentext.com/agreements)) ("Program Terms"), which are hereby incorporated into this Handbook by reference. Your purchase of Optimize Assist or the commencement of performance shall constitute your acceptance of the Handbook and Program Terms. Capitalized terms referenced in this Handbook but not defined herein shall have the meaning ascribed to it in the then-current version of the OT Protect Software Maintenance Program Handbook (available upon request or at [www.opentext.com/agreements](http://www.opentext.com/agreements)). In the event of any inconsistency or conflict between

the terms and conditions of this Handbook and any other negotiated, signed agreement between OT and Customer, this Handbook shall prevail but only with respect to the Optimize Program to be provided hereunder.

## 2 Program Deliverables

The following table lists the specific deliverables associated with the Optimize Assist Program. The schedule for these activities is determined with the Customer at the start of the program. Refer to [Exhibit 1](#) for detailed information regarding the Services Descriptions referred to in the table below.

Service Description	Amount / Frequency
Program Management (Service Program Manager)	
Primary Program Liaison	On-going
Program Planning and Review Meeting	Once per program term
Service Delivery & Communication Plan	Once per program term
Issue and Escalation Management	On-going
Status Calls	Monthly (unless otherwise requested)
Written Status Reports	Monthly (unless otherwise requested)
Site Inventory Document	Once per program term, with updates
Health Check	Once per program term on single production environment

## 3 Terms and Conditions

1. Optimize Assist is an additional program to one of the following: OpenText Software Maintenance, OpenText Protect, and OpenText Protect Anytime Programs (collectively the “OT Software Maintenance Programs”).
2. Customer must be a subscriber, through the duration of this Optimize Assist Program, to an OT Software Maintenance Program.

3. Coverage for additional OT production systems managed by the same customer administration team can be included for an additional cost.
4. The Optimize Assist Program period shall be for twelve (12) months from the date of payment unless otherwise agreed by OT and the Customer in writing.
5. The terms in this Handbook shall apply to the program deliverables defined herein for Optimize Assist. Any additional services requested by the Customer will require a separate agreement and be subject to OT's then current price list.
6. Service Management delivery takes place remotely during a regular eight (8) hour business day - Monday through Friday, excluding holidays, unless otherwise agreed to by both parties at the commencement of the Optimize Assist Program.
7. Service Management and technical assistance are delivered in the English language.
8. Service Management/oversight is provided for products covered by the applicable OT Software Maintenance Program and, where reasonably possible, for third party products resold by OT.
9. One monthly status call and one monthly status report are included as part of this program. Additional calls and reports may be provided at an additional charge.
10. A Site Inventory and Health Check are performed for the same, single OT production environment. Additional OT products may be included for an additional charge.
11. Support of any customizations is not included but may be provided through a separate agreement at an additional cost.
12. When an Optimize Assist Customer(s) initiates a Support Request with the OT Support office, a support representative will respond within one (1) hour of regular business hours, regardless of the severity. The OT Support representative will troubleshoot the issue during regular business hours if the Customer subscribes to an Optimize Assist Program only. To continue troubleshooting outside of regular business hours, the Customer would need to subscribe to the Prime Protect, Protect Anytime or Protect Anywhere plans, available through a separate agreement and at an additional charge.
13. The Optimize Assist Program will renew each year. OT will send a renewal notice approximately one hundred and twenty (120) days prior to the end of the current one-year term and Customer will pay OT as invoiced.
14. OT reserves the right to increase the Optimize Assist Program fees in line with reasonable increased costs of service delivery on an annual basis (up to 10% per annum).
15. If either Customer or OT does not wish to renew the Optimize Assist Program, it must notify the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then current subscription term.

## 4 Exhibit 1

This exhibit provides an overview of the elements that are included as part of the Optimize Assist Program delivered by OT PS. Refer to the respective deliverables table for the program subscribed to for specific program entitlements.

## 4.1 Delivery Role

The assigned Service Manager (SM) is responsible for managing Optimize Assist delivery. The duties and responsibilities of the SM role and the different services that are part of this program are further described below:

### 4.1.1 Service Manager(“SM”)

A Service Manager is a foundational component of the Optimize Assist Program. The SM is part of the regional OT Customer Success team and is dedicated to managing the delivery of the Optimize Assist Program. The SM's responsibilities include:

1. Management of all communication between the Customer and OT through regular ticket status reporting and phone conference meetings.
2. Acting as the designated liaison for anything the Customer may require of the Optimize Assist Program, ensuring clear communication and effective escalation (the SM is notified when the customer logs a call with the support call intake team).
3. Facilitating incident prioritization during standard customer support hours. The SM will collectively monitor open support requests, taking into consideration, where possible, other related issues, current Customer activities, and Customer priorities.
4. The SM will follow issues through to conclusion and manage all escalations in the OpenText Customer Support / Development organization.
5. Working with the Customer and other OT team members to create and maintain a customized communication plan and site inventory plan for the Customer.
6. Managing delivery of any optional proactive services and strategy meetings if part of the Customer's Optimize Assist Program.
7. Providing regular updates on the status of ticket(s), bug(s) and patches that may be relevant to the covered OT Applications.
8. Engaging senior OT Product Specialists for best practices guidance as needed.

## 4.2 Program Planning and Review Meeting

An annual planning and review meeting is conducted as part of the program, at a date and time as agreed to by both the Customer and OT, and may include:

1. Review of program entitlements.
2. Review of upcoming customer projects and activities for the upcoming year.
3. Scheduling of the site inventory.
4. Communication plan review and updates.
5. Scheduling/Updating regular recurring status calls.
6. Defining the frequency of status report updates
7. Adjustments to the program to include any additional support services.
8. Participation of OT resources on-site or remotely if otherwise agreed by the parties.

## 4.3 Service Delivery & Communication Plan

An annual plan is created and maintained that outlines the service delivery plan, including communication policies, escalation and reporting processes, and procedures between OT Support and the Customer's support team to help successfully deliver the support services.

## 4.4 Incident & Escalation Management

Customer support will assign a unique tracking number to the Support Request and determine the priority status of the SR with the Customer. Upon submission of the SR, the SM is notified.

The Customer will advise the SM of the priority of an SR for their site and will define and agree to the method and frequency of communications. All SRs are included on the Optimize Assist status report and include the latest status update.

The SR will remain open until an appropriate action has been agreed upon in writing between OT and the Customer.

If the Customer and OT mutually agree that on-site support is the best approach to resolve the SR, an OT resource can be made available to go on-site for an additional charge.

## 4.5 Status Calls

As part of Optimize Assist, regular status calls with the Customer team are organized to discuss open/closed issues, tasks, upcoming changes/events, scheduling of activities or other items of interest to the customer. Frequency is monthly unless otherwise agreed to in writing by the Customer and OT.

## 4.6 Service Request Status Report

As part of Optimize Assist Program, the SM will deliver a regular status report. This report will include the following elements:

1. Status Call summary: closed, open and wait.
2. Overview of all SR's logged and in progress (open).
3. Overview of all SR's waiting on input from Customer (wait).
4. Overview of all SR's resolved (closed).
5. Usage summary of any additional and optional support programs or services the Customer is subscribed to.

A distinction will also be made in the report between support, product, consultancy, and training requests.

## 4.7 Site Inventory

Subsequent to Customer's express written approval of OT's performance of this deliverable, OT personnel will, in cooperation with the Customer, carry out a full site inventory detailing the configuration of the Customer's covered environments. An inventory may be comprised of the following system elements: hardware, operating software, OT product and third-party product software, utilities, and customized software. In addition, full descriptions of the external file store and database servers, network protocol, storage area network (if applicable) and web server and security settings will also be recorded. The Customer's site inventory information may be stored in the OT support call tracking system and the private Optimize program workspace and through these mechanisms be made available to all OT employees.

## 4.8 Health Check

As part of the Health Check, OT PS personnel will review the OT product set up and configuration, compare it against OT's best practices, noting areas of improvement, if any. Findings will be shared with the Customer.

## About OpenText

OpenText enables the digital world, creating a better way for organizations to work with information, on-premises or in the cloud. For more information about OpenText (NASDAQ/TSX: OTEX), visit [opentext.com](https://opentext.com).

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