

opentext™

The Information Company™

Information Exchange (IX) Professional Services

Solutions Maintenance Program Handbook

1. Introduction

Welcome to OpenText Information Exchange (IX) Professional Services Solutions Maintenance Program. The OpenText Professional Services team is committed to ensuring your success. This handbook provides you with information on policies and processes that have been implemented with your support needs in mind. Please use this as a guide to help you get the most out of your investment in OT Professional Services solutions.

1.1 Terms

As used herein, “OTC” refers to Open Text Corporation and its subsidiaries/affiliates offering the maintenance and support services as described in this OT IX Professional Services Solutions Maintenance Program Handbook.

The OT IX Professional Services Solutions Maintenance Program Handbook (the “Handbook”) describes the OT IX Professional Services Solutions Maintenance Program services offered for custom OTC solutions software licensed from OTC Professional Services and for which you have purchased the solutions support services described herein.

A separate OT Protect Software Maintenance Program Handbook describes the OT Protect Software Maintenance Program services offered for standard, unmodified OTC software licensed from OTC and for which you have purchased the support services described herein. Please refer to www.opentext.com/welcome to find more information.

In the event of any conflict between the terms in this Handbook and the terms of either a negotiated and signed solutions license agreement or a separate maintenance & support agreement between you and OTC, the terms of such negotiated, signed agreement (“Negotiated Agreement”) shall govern.

Note: References to “you” or “your” mean the entity which has licensed the covered solutions software from OTC Professional Services and is purchasing OT IX Professional Services Solutions Maintenance Program services; “we” or “our” refers to OTC.

2. Support Services

“Support Services” covers the following activities: an initiation of a Support Request (“SR”), OTC’s response to the SR, and a resolution of the SR, all of which are described in more detail below.

2.1 General

2.1.1 Hours and OTC Support Services Location Information

Support Services are generally available Monday through Friday during business hours:

- North America: 8 am to 5 pm, PST/PDT, except for OTC published holidays.
- Asia and Pacific: 8 am to 5 pm, AEST/AEDT, except for OTC published holidays.
- EMEA: 8 am to 5 pm, CET/CEST, except for OTC published holidays.

2.1.2 Point(s) of Contact

Support Services are provided to one or more of your designated employees who will be referred to as a “Point Of Contact” (“POC”). Your POCs will then provide direct support to your end users on the covered software.

The POCs must have knowledge of, and the administrator permissions for, the covered software sufficient to provide OTC Support with the information, and undertake actions required to achieve a resolution of the SR as described below. Note that POCs are generally the administrators and other members of your technical staff.

2.1.3 Supported Versions

Only the version of the solution software that is specified in the Professional Services contract (Statement of Work or Letter of Engagement), and/or published data sheet, will be supported. Updating the solution to work with other version(s) of OTC product(s), third party products or for any other reason is out of scope and will require a Professional Services Change Order to the original contract or a new Professional Services contract. OTC will provide a quote for the solution software update or upgrade request.

Note: The OTC product(s) with which the solution software integrates must also be covered under current and active OTC standard Software Maintenance Program.

2.2 Initiation of SR

Support Services are provided under the OT IX Professional Services Solutions Maintenance Program to address incidents reported by subscribers associated with performance or usage issues. Performance and usage issues are situations where the covered software is not performing substantially in accordance with the relevant Professional Services contract or published data sheet as part of the delivery of the original solution software. Generally speaking, performance and usage issues may be caused by: 1) software error or defect (related to the design, coding or architecture of the covered software), 2) usage or configuration error (related to usage of the covered software or the installation, configuration or setup of the covered software), or 3) environmental error (related to the subscribers network, hardware and operating systems). Some performance and usage issues will be caused by the covered software, some will be caused by the subscriber, some may be outside the cause or control of either OTC or the subscriber, and some may be related to a combination of causes. Depending on the cause of the performance or usage issue, OTC may or may not be able to provide a successful resolution as described in section 2.4 below.

SRs for Support Services to address any issues should be initiated by a POC via email. You will be provided the email address by Professional Services. Your obligations are to:

- Provide OTC Support with the information it reasonably needs to log the SR (see 2.3.2); including:
 - Name of the original solution delivered and solution version number
 - OTC product(s) the solution integrates with
 - Steps for OTC to attempt to reproduce the issue
 - Observed behavior vs. expected behavior
 - Relevant application logs, error messages or screenshots

2.3 OTC Response to a SR

2.3.1 SR Dispatch

SRs will be dispatched as follows:

- a. If the SR involves a standard OTC product or a previously delivered custom solution from OTC Professional Services, the Trouble Ticket will be forwarded to OTC Support for review and resolution (described below).
- b. If the source of the SR is unclear, the Trouble Ticket will be forwarded to OTC Support for further investigation and, once the source of the SR is determined, it will be dispatched as described above in section 2.3.1.
- c. If the source of the SR is your hardware, operating system, database, web server, browser software or other non-OTC application, OTC may, where possible, attempt to provide a Workaround (described below) and/or may provide additional development or consultation support via a separate Professional Services agreement at standard OTC rates.

2.3.2 Response Time

Response time is measured from the time the SR is received by OTC with all required information provided to OTC as described in section 2.2; until the time when OTC Support responds to you for the purpose of initiating the work necessary to attempt to achieve a resolution of the SR, within the hours of operation of the local OTC Support office. Response time is a target and cannot be guaranteed in all circumstances by OTC. The Response time is two (2) business days.

2.4 Resolution of SR

OTC Support shall attempt to address each SR, through the offering of technical advice, by locating an existing Workaround or by creating a new Workaround using the process described below.

Section 2.4. A “Workaround” means an alternative method of using the covered software which does not substantially reduce the affected functionality of the covered software which could include the use of a substitute software product.

2.4.1 Resolution of SRs

For SRs that have been caused by defects in the covered software, if the technical advice provided by OTC Support has not resolved the SR, and if no Workaround can be found or created to resolve the SR, OTC Support will use commercially reasonable efforts to develop a Solution Patch to address the SR and provide it to you, or per OTC’s discretion be made available in the next version release. A “Solution Patch” is a software object created to address an SR.

2.4.2 Conditions of SR Resolution

OTC will have no obligation to provide a resolution for your SR as described above unless:

- You have installed and implemented all of the most recently available relevant OTC standard and OTC custom software and updates, including the Product Patches, service packs, or any other software updates or you do so at the request of OTC Support. OTC Support will make that request if it reasonably believes that the installation and implementation is necessary to achieve resolution of your SR; AND,
- You are using the covered OTC standard and custom software on hardware and with third party software approved by OTC, as specified in product release notes, Professional Services data sheets, or as stated in previously signed Statement of Work/Letter of Engagement contracts; AND,
- The SR has, as determined by OTC, not been caused by (a) you, including, but not limited to your use of a Development Kit; (b) a third party; (c) work performed by OTC Professional Services that is without a current or valid solutions support services contract; or (d) the operating environment in which the covered software is implemented, including, among other things, the operating system, database, other applications or programs, communication networks, or hardware; AND,
- Your POC is available to actively participate with OTC on diagnosis, testing, and resolution. OTC reserves the right to suspend its obligations under this Handbook during any time(s) in which a competent POC is unavailable for such participation; AND,
- You have provided all of the information necessary to allow OTC to reproduce the SR; AND,
- If required, you provide remote access to OTC for the system for which the SR has been requested. Such remote access will only be used within the context of troubleshooting.

3. Software Updates

Updates to custom solutions software licensed and delivered from OTC Professional Services (limited to Solution Patches, which address specific solution software defects) will be made available to you as part of the OT IX Professional Services Solutions Maintenance Program at no additional charge if and when such software updates are generally released to all OT IX Professional Services Solutions Maintenance Program subscribers. To receive such updates the OT IX Professional Services Solutions Maintenance Program must be subscribed at time of release and request.

Typically Professional Services solutions are delivered, targeted, and made compatible to a specific version of OTC product(s), as specified in the Professional Services Statement of Work/Letter of Engagement contract(s), or Professional Services data sheet(s). Software upgrades such as a newer version of a previously delivered solution; new feature enhancements, or having the solution be compatible with a later version of OTC product(s) are not covered under the OT IX Professional Services Solutions Maintenance Program. Performance of these activities are available separately from Professional Services at standard OTC rates, under a new Professional Services agreement or a Change Order.

4. Limitations

The following limitations apply to the OT IX Professional Services Solutions Maintenance Program:

- The OT IX Professional Services Solutions Maintenance Program as described in this Handbook only applies to the covered software and does not apply to any modifications, deliverables, or services provided by third parties.
- Unauthorized modification to delivered software will void any warranty or existing support terms with OpenText. Any such changes will be subject to standard OpenText Professional Services rates for consultancy assistance, troubleshooting and support via a Change Order process.
- OTC reserves the right to modify any portion of this Handbook at its sole discretion and without prior notice; however, you will be notified of any such modifications (if such modifications result in a reduction of service) in a timely manner by way of email, written notice or a posting on the Customer Portal.
- Other than the express warranties and representations described in this Handbook, OTC disclaims all statutory or implied warranties to the maximum extent permitted by law. Where law implies warranties or guarantees into this Handbook which cannot be excluded, those warranties or guarantees shall be included in this Handbook and OTC's liability for breach of such warranties or guarantees shall be limited to, at its option, to the re-supply of the OT IX Professional Services Solutions Maintenance services.

- Unless otherwise agreed to in writing in a Negotiated Agreement and to the maximum extent permitted under applicable law, OTC's total liability which relates in any way to the provision of OT IX Professional Services Solutions Maintenance services shall be limited to an amount equal to the fees paid by you to OTC with respect to the provision of said services during the year preceding the date when said liability arose.
- OTC's obligation to address SRs and/or performance issues shall be strictly limited to those obligations described in this Handbook.
- All software updates, new versions of covered software, Product Patches and service packs are provided on an "as is" basis, and OTC disclaims any and all expressed, implied and/or statutory warranties with respect to said software updates, new versions of covered software, Product Patches and service packs.

5. Term and Renewal

5.1 Initial Term and Renewal

The initial term for OT IX Professional Services Solutions Maintenance Program is twelve months beginning on the date the covered software is delivered by OTC to you. Unless either party provides 90 days written notice prior to the expiration of the current term, the OT IX Professional Services Solutions Maintenance Program will automatically renew for a subsequent 12 month term, commencing on the day following the expiration of the current term (the "Anniversary Date"). Before the commencement of a term, you will be obligated to pay the applicable entire yearly OT IX Professional Services Solutions Maintenance Program fee with respect to the covered software which you have licensed from OTC, failing which OTC may suspend some or all of the OT IX Professional Services Maintenance Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable OT IX Professional Services Solutions Maintenance Program fee. OTC may increase the annual fee for subsequent terms of software maintenance by no more than 10% of the price of the previous term.

5.2 Lapse and Reinstatement

If you decide not to renew a term of the OT IX Professional Services Solutions Maintenance Program for the covered software, you may, upon agreement by OTC, subsequently purchase OTC Professional Services prepaid solutions support and consultancy services at standard OT Time and Materials prepaid rates (with a minimum of 16 hours). OTC will confirm fees for such services and provide a quote.

Please note that in this case support will commence only after a PO is received by OTC, and support will end when all purchased hours have been exhausted, or after one year; whichever occurs earlier. Additional solutions support and consultancy services hours can be purchased at any time from OTC.

Questions?

For additional information, please contact your regional OpenText Professional Services Team at fddg.ps@opentext.com or your local Sales Representative.

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: OTEX, TSX: OTC) visit opentext.com.

Connect with us:

[OpenText CEO Mark Barrenechea's blog](#)

[Twitter](#) | [LinkedIn](#) | [Facebook](#)

www.opentext.com/contact