

# **Business Network Software Maintenance Program Handbook**

Software Maintenance Support

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# BN Software Maintenance Program Handbook

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## Introduction and Overview

Welcome to OpenText ("OT") Business Network Software Maintenance Program Handbook described herein (hereinafter referred to as "Handbook") provides information about the policies and processes designed for your organizations software needs. Please use this guide to help get the most of out of your software investment in OpenText Solution. Capitalized terms referenced herein but not defined shall have the meaning ascribed in this Handbook.

The OpenText BN Software Maintenance Program Handbook describes the OpenText BN Software Maintenance Program services offered for OpenText BN software licensed from OpenText and for which you have purchased the support services described herein. In the event of any inconsistency or conflict between the terms and conditions of this Handbook and any other negotiated signed agreements between OT and Customer, this Handbook shall prevail but only with respect to the OT BN Software Maintenance Program services provided hereunder.

## Definitions

"BN" is Business Network an OpenText Division.

"Covered Software" shall mean the licensed software for which maintenance services shall be provided under this Handbook including all documentation provided or made available.

"Customer Service Portal" refers to the OpenText online access point for links to and information regarding OpenText customer support.

"Current Maintenance" – a defined period of time from the release date of the Covered Software which includes:

- Unlimited number of Support Request submissions
- Product Patches and/or Releases
- The ability to request enhancements or new features and report Errors
- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events)
- Requires customer active software maintenance and annual renewal

"Days" refers to business days, which are 5 days x 8 hours Monday through Friday, except for regional statutory holidays.

“Documentation” refers to user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Covered Software, made generally available to OpenText’s end users by OpenText.

“Error” refers to any verifiable and reproducible failure of the Covered Software to perform substantially in accordance with its accompanying Documentation, as applicable, for such Covered Software.

“Expiration” shall mean the ending of a Term whether occurring through termination or cancellation.

“Initial Term” refers to the twelve months beginning on the Start Date.

“OpenText” refers to Open Text Corporation and/or its subsidiaries/affiliates offering the maintenance and support services as described in this Handbook.

“Product Patch” refers to an additional software program to correct an Error of the Covered Software.

“Points of Contact” or “POC” refers to your designated individual employees who are authorized to contact the OpenText support team.

“Production Mode” refers to the use of the Covered Software as intended by its accompanying Documentation, by your users as part of business or service operations. Production Mode does not include development, quality assurance, demonstration, testing, staging or training environments.

“Release” refers to the finalized and released software.

“Resolution” refers to taking the necessary action to correct an Error such that the Covered Software is operating in accordance with the Documentation. This could include, but is not limited to, creating a new or applying an existing Workaround (provided that OpenText will pursue a permanent fix, if commercially reasonable), or Update.

“Response Time” refers to the amount of time that is measured from the time a Support Request is received by OpenText until the time when a technically qualified member of OpenText responds to you for the purpose of commencing the work necessary to achieve Resolution of the Support Request. The response time for an SR is determined by its Severity Level, the OpenText support program(s) the customer subscribes to, and the time when the SR was submitted to OpenText during a business day.

“Severity Level” refers to the OpenText designated priority of the Support Request.

“Start Date” refers to the initial date for the commencement of customer’s OpenText BN Software Maintenance Program which is on the date the Covered Software is initially shipped or otherwise made available from OpenText to you.

“Subsequent Term” refers to the 12-month term commencing on the first anniversary of the Start Date and each subsequent 12-month term commencing on an anniversary of the Start Date.

“Support Request” or “SR” refers to the initiation of a record or “ticket” documenting the details of the service request or incident.

“Support Services” refers to the following activities: an initiation of a Support Request, OpenText’s response to the Support Request, and a Resolution of the Support Request.

“Sustaining Maintenance” refers to the stage of the product lifecycle following the expiration of Current Maintenance. During this phase of the product support lifecycle, the following Support Services are available\*:

- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events). \*The terms and length of phases of the product support lifecycle may vary depending on the product and Release. Please refer to the Customer Service Portal product page for more information.

“Term” refers to either the Initial Term or a Subsequent Term.

“Update” shall mean any Product Patch or Release of the Covered Software, which will be provided by OpenText to the customer in accordance with this Handbook.

“we” or “our” refers to OpenText.

“Workaround” is a manner of addressing an Error by bypassing the problem in the system (software technical bypass). A Workaround is typically a temporary fix and OpenText may subsequently correct the Error in the Covered Software and / or the programs through an Update.

“you”, “your” or “customer” mean the entity registered as the licensee of the Covered Software and is purchasing OpenText BN Software Maintenance Program services.

## **Support Services**

Support Services are available 7x24 for Critical and High (Production) support requests (as defined in this Handbook). For Moderate and Low Support Requests, Support Services are available 5x8\* Monday through Friday, except for regional statutory holidays. Support Services hours are based on the country where the customer is located and purchased the Covered Software. Hours, support locations and additional contact information for the OpenText BN Software Maintenance Program are publicly available and maintained at our corporate website at <https://www.opentext.com/support/contact/opentext>. Support Services are delivered from a support location in the same region as where the customer is located and purchased the Covered Software, or from an alternate support location as determined by OpenText. Where an alternative support location is used by OpenText,

regional statutory holidays for such alternative support location shall not impact the Support Services hours for customer.

Communication relating to an SR will be made in English, unless, at OpenText's discretion, the support center responsible for processing is able to offer communication in another language as a convenience to the customer. OpenText may not be able to provide any information in a language other than English in the event an SR is transferred to a different support center.

\*For customers in the Middle East, Support Services are available 8 hours a day, 5 days a week, Sunday through Thursday, except for regional statutory holidays, for Moderate and Low Support Requests.

## Point(s) of Contact

Support Services are provided to your Point of Contact (POC). The POCs must have knowledge of, and the administrator's permissions for, the Covered Software sufficient to provide OpenText customer support with the information and undertake actions required to achieve a resolution of the SR as described below.

POCs are generally the administrators and other members of your technical staff.

A unique support renewal contract for the Covered Software will be assigned to each software maintenance and support order you place with OpenText. You may designate up to three (3) POCs for each support renewal contract. Only the POCs may contact OpenText customer support.

## Software Updates

Releases to Covered Software will be made available to you as part of the OpenText BN Software Maintenance Program at no additional charge if and when such Releases are generally released to all OpenText BN Software Maintenance Program subscribers. To receive such Releases, the OpenText BN Software Maintenance Program must be subscribed to at the time of Release and request. Subscribers are notified about new Releases in regular information bulletins and via the Customer Service Portal.

You are encouraged to run the most recent Release of the Covered Software. In most instances, OpenText will support each Release of the Covered Software for a period of thirty-six (36) months after the Release is generally made available to OpenText's customers (Current Maintenance). The terms and length of phases of the product support lifecycle may vary depending on the Covered Software and Release. Please refer to the Customer Service Portal product page for more information. After the expiration of the Current Maintenance term, the Covered Software enters the Sustaining Maintenance phase of the product lifecycle. When Covered Software is considered to be in Sustaining Maintenance, *no new Product Patches and Releases are provided for general use.*

Upgrade / Migration to Current Maintenance Release may be required in order to address an issue. OpenText recommends you consider engaging OT Professional Services to upgrade and or complete your software migration. Please discuss with your Sales Representative for more information.

## **Customer Self-Updates / Implementations and Mapping**

Customers performing their own updates, implementation or map development (modifications) using the Software License Installation and Administration Guide should note that the OpenText BN Software Maintenance Program does not cover troubleshooting and resolution for self- updates, implementations, or mapping issues.

If issues occur during your software updates, implementations or mapping, we recommend reverting to the original software state or uninstalling in the case of a new installation. For assistance beyond the scope of standard support, we recommend engaging OT Professional Services.

To initiate a Professional Services engagement, please contact your Sales Representative to request a Statement of Work (SOW). If you cannot locate your Sales Representative, please contact Support.

## **Initiation Support Request**

Support Services are provided under the OpenText BN Software 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 accompanying user Documentation.

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 Error (related to usage of the Covered Software)

SRs for Support Services to address any issues should be initiated by a POC using the Customer Service Portal located at <https://www.opentext.com/support/contact/opentext>. These customer self-service tools will automatically initiate an SR and send you an associated tracking number.

You are encouraged to:

- Provide OpenText customer support with the information it reasonably needs to classify and log the SR by using the Severity Levels defined below.
- Wherever possible, use the SR number for each communication with OpenText customer support to continue tracking up to resolution.

**[opentext.com/contact](https://www.opentext.com/support/contact/opentext)**

If support for your Covered Software is provided by an OpenText/GXS Business Partner, you will need to contact your Business Partner directly for support.

## **Critical Production Issues**

With general questions or problems, log a ticket, in English, on the customer support website: <https://www.opentext.com/support/contact/opentext>.

For critical production issues, contact Customer Support Hotline immediately:

- ❖ US: 1-800-334-2255 *and take the appropriate options for the support needed*
- ❖ EMEA: (+44) 08705-133165
- ❖ JAPAN: 0120-400-737

If you experience a software production down issue during after-hours/weekends, please call U.S. 1-800.334-2255 option 2 and an agent will contact the necessary OT technical support specialist to assist.

## **Global Support Hours**

### **Standard Support Hours of Operations:**

US: 8:00 am – 7:00 pm (Eastern Time) Monday – Friday\*

EMEA: 9:00 am – 6:30 pm (Central European Time) Monday – Friday\*

JAPAN: 8:30 am – 5:00 pm (Japan Standard Time) Monday – Friday\*

\* Excludes all Company Holidays

## **OpenText Response to a Support Request**

### **Support Request Dispatch**

Support Requests will be dispatched as follows:

- a. If the SR involves OpenText Covered Software, then a SR will be forwarded to OpenText customer support for Severity Level classification and Resolution (described below).
- b. If the source of the SR is unclear, the ticket will be forwarded to OpenText customer support for further investigation and, once the source of the SR is determined, it will be dispatched as described above in section (a)

[opentext.com/contact](https://www.opentext.com/contact)

If the source of the SR is your hardware, operating system, database, web server, browser software, or other non-OpenText applications, these items are not covered under the OpenText BN Software Maintenance Program, and you will need to report the problem to the appropriate vendor for resolution. If the SR involves a product that is developed by a third party, the SR may be referred to that third party.

## **Severity Level and Initial Target Response SLA Guideline**

<b>Software SLA</b>	<b>Severity 1 – Production Down</b>	<b>Severity 2 – High Impact</b>	<b>Severity 3 – Moderate Impact</b>	<b>Severity 4 – Low Impact</b>
<b>Definition</b>	<p>Key business operations stopped due to production systems and/or OpenText/GXS software applications inoperable, with no workaround available.</p> <p>Unable to send/receive critical production document flow</p> <p>24x7 continuous support from OpenText/GXS and customer must provide appropriate resources when necessary or issue can be lowered to Sev-2.</p> <p>Sev-1 issues caused by non-OpenText/GXS applications or service failure can be billable on a per hour basis under OpenText/GXS Professional Services guidelines.</p>	<p>Business operations significantly impacted; poor system performance</p> <p>Implementation project halted</p> <p>Issue that has major impact on product functionality and production document flow (limited use)</p> <p>An effective work around can typically be provided to sustain production business operations</p>	<p>Moderate impact on business operations</p> <p>Test or Development instances impacted</p> <p>Issue that affects product functionality such as mapping or new trading partner events</p> <p>Noncritical issues that have a work around but may still impact usability</p>	<p>No impact on business operations</p> <p>No impact on implementation project</p> <p>Minor issue that does not affect product functionality</p> <p>Routine questions on general usability, product functionality, upgrades, patches</p> <p>Scheduled service request</p>
<b>Initial Target Response 95%</b>	Immediate, not to exceed 60 minutes	1 business hour	8 business hours	24 business hours
<b>Progress Update</b>	Hourly or agreed upon timeframe	Once daily or per agreed upon timeframe, by the party who owns the response	Every two days or per agreed upon timeframe, by the party who owns the response	Every three days or per agreed upon timeframe, by the party who owns the response.

## **Resolution of Support Request (SR)**

OpenText customer support shall attempt to address each SR, regardless of Severity Level through the offering of technical advice, by locating an existing Workaround or by creating a new Workaround using the process described below. In the event of an outage and

depending on the cause and duration of the outage, OpenText may require the customer to restore from backup in order to return the system to a production state.

Once production service is restored, the SR Severity Level is downgraded and root cause analysis may continue, as requested, during regular regional support hours of operation.

If a Product Patch is provided to you to resolve an SR, distribution of the Product Patch will be carried out through the next scheduled Release.

## **Resolution of Critical SRs**

For SRs classified by OpenText as Critical which have been caused by defects in the Covered Software, if the technical advice provided by OpenText customer support has not resolved the SR, and if no Workaround can be found or created to resolve the SR, OpenText customer support will use commercially reasonable efforts to develop a Product Patch to address the SR and provide it to you.

## **Resolution of High SRs**

For SRs classified by OpenText as High, OpenText may develop a Product Patch or may address this in a future Release.

## **Resolution of Moderate SRs**

For SR's classified by Open Text as Moderate may be included in a future Release.

## **Conditions of a Support Request Resolution**

OpenText customer support shall attempt to address each SR, regardless of Severity Level; OpenText will have no obligation to provide a Resolution for your SR as described above unless:

- Customer is running a Release of the Covered Software which is under Current Maintenance and has the most recently available relevant Updates.
- Customer is using the Covered Software on hardware and with third-party software approved by OpenText.
- The SR has, as determined by OpenText, not been caused by the customer or their third-party resource, including, but not limited to customer's use and/or configuration of the operating environment in which the Covered Software is implemented, including, among other things, the operating system, database, other applications, services, or programs, communication networks, or hardware.

- Customer's technical resource or designated point of contact (POC) must be available to actively participate with OpenText on diagnosis, testing, and Resolution. OpenText will stop or reschedule the support activities if no customer's technical resource or POC is available.
- Customer must provide OpenText with all required information to allow OpenText to reproduce the SR.

## Escalation Management

Any software issues that require Support escalation, please send an email, including open ticket number, issue(s) and reason for escalation to [cs-management\\_team@opentext.com](mailto:cs-management_team@opentext.com).

## Limitations

The following limitations apply to the OpenText BN Software Maintenance Program:

- The OpenText BN Software Maintenance Program described in this Handbook only applies to the Covered Software as is described in the OpenText Documentation, and does not apply to any modifications, deliverables, or services provided by OpenText's professional services staff or by third-party resources which results in the alteration or extension of the Covered Software. Customer may engage OpenText's professional services for fee-based assistance under separate agreement.
- OpenText 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 material reduction of service) in a timely manner by way of email, written notice or posting on the Customer Service Portal.
- Nothing in this Handbook purports to exclude, restrict or modify, any condition, warranty or guarantee implied by applicable law ("Implied Terms") where to do so would have the effect of rendering all or any part of this Handbook void or otherwise unenforceable. To the maximum extent permitted by applicable law, OpenText's liability for breach of any Implied Terms is limited to the resupply of the OpenText Software Maintenance services.
- OpenText's obligation to address SRs and/or performance issues shall be strictly limited to those obligations described in this Handbook.
- The OpenText BN Software Maintenance Program does not provide for dedicated assistance with issues encountered as a result of implementing major changes to the technical architecture of the Covered Software (for example, Updates to the application, underlying database, addition of new hardware, etc.).
- The provision of license keys is excluded from the Target Response Times described above in this Handbook.

- The software lifecycle for third-party products resold by OpenText is established by third-party vendors only. Third-party software is excluded from the “Software Updates” section of this Handbook.
- OpenText is not responsible for providing Support Services for third-party products resold by OpenText to the extent that addressing SRs is dependent on unresolved issues with third-party products including, but not limited to, unavailability of third-party support.
- All licenses and related modules must be supported under the same software maintenance program (e.g., BN Software Maintenance, extended support and maintenance programs (to the extent available), etc.).

## **Term and Renewal**

### **Initial Term and Renewal**

The Initial Term for OpenText BN Software Maintenance Program is twelve months beginning on the Start Date. Unless either party provides 90 calendar days written notice prior to the expiration of the current term, the OpenText BN Software Maintenance Program will automatically renew for a Subsequent Term on an annual basis, commencing each anniversary of the Start Date. Before the commencement of a Term, you will be obligated to pay the applicable entire annual OpenText BN Software Maintenance Program fee with respect to the Covered Software which you have licensed from OpenText, failing which OpenText may suspend some or all of the OpenText BN Software Maintenance Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable OpenText BN Software Maintenance Program fee. OpenText may increase the annual fee for Subsequent Terms of software maintenance by no more than 10% of the price of the previous Term. All fees paid for the OpenText BN Software Maintenance Program are non-refundable.

### **Reductions**

All requests to renew OpenText BN Software Maintenance Program on a fewer number of licenses or modules for Covered Software than is currently covered under maintenance and support must be submitted in writing to OpenText no less than 90 calendar days prior to the expiration of the then-current Term.

Acceptance of any such requests is at OpenText’s sole discretion. If OpenText accepts such a request, OpenText shall only provide Updates and software support for the number and type of licenses included in your then remaining Covered Software being renewed under maintenance and support. The maintenance charges for the remaining Covered Software shall be re-priced, if applicable. In such an event, the fees applied to each license may differ from any earlier Terms (for example, previously granted fee discounts are not applicable).

[opentext.com/contact](https://opentext.com/contact)

Any renewal of maintenance and support for Covered Software must result in all of Customer's licenses of such Software product and related modules being covered by a maintenance and support plan. If you cancel maintenance and support for a portion of any Software product or related modules, you will be required to cancel the licenses for the unsupported software.

## **Lapse and Reinstatement**

If you terminate or cancel, as applicable, a Term of the OpenText BN Software Maintenance Program for the Covered Software, you may, upon agreement by OpenText, subsequently purchase OpenText BN Software Maintenance Program services for said Covered Software for a fee to be determined by OpenText at time of request. However, in addition to the fee for the new Term, which shall be a minimum of 12 months, you will need to pay the fees that would have been payable had you continued the OpenText BN Software Maintenance Program uninterrupted. The fees charged to re-instate the OpenText BN Software Maintenance Program are subject to a surcharge for each lapsed month, including the month of reinstatement.

Future reinstatement of software not cancelled as a part of a reduction as described above is subject to payment of back-maintenance fees and lapsed month surcharges.

OpenText will confirm fees for reinstatement at the time the request is made for reinstatement.

## **Expiration**

Upon Expiration of the Term of an OpenText BN Software Maintenance Program, you acknowledge and agree that any and all agreements between you and Open Text related to the OpenText BN Software Maintenance Program shall automatically terminate, irrespective of whether these agreements were documented in this Handbook or a EULA or any other document. Upon Expiration of your OpenText BN Software Maintenance Program, you will no longer be able to receive assistance from the OpenText support team or have access to the Customer Service Portal. Should you at any point in time after Expiration choose to subscribe again to an OpenText BN Software Maintenance Program, you will do so under the then-current OpenText BN Software Maintenance Program commercial and support services delivery terms, and OpenText shall not be obligated to comply with any agreements that were entered into prior to the Expiration date related to such OpenText BN Software Maintenance Program.

## **Additional POCs**

Additional POCs is a subscription-based option to extend the number of your designated individual employees who are authorized to contact OpenText customer support and open SRs. If you choose to purchase this option:

[opentext.com/contact](https://opentext.com/contact)

- Fees for Additional POCs are annual
- The Additional POC period shall be for 12 months unless otherwise agreed by OpenText and the customer in writing.
- The terms in this Handbook shall apply to the program deliverables defined herein for the Additional POCs.

## **Onsite Assistance**

Onsite support is not included with OpenText products and solutions. If onsite assistance is required, it must be arranged through a paid Professional Services engagement. Please contact your Sales Representative to request a Statement of Work (SOW). If you cannot locate your Sales Representative, please contact Support.

## **Privacy**

For the purpose of this section, Personal Data shall have the same meaning as in the applicable data protection law. To the extent you provide Personal Data to us as part of our provision of the Support Services, we will comply with the requirements of data protection law applicable to it for the processing of personal data. We have implemented technical and organizational measures to protect your Personal Data and ensure a level of security appropriate to the risk. Customers' Personal Data shall not be used by us, our affiliates or our business partners, vendors and agents working on our behalf for any other purpose other than as required under this Handbook, the underlying contract and permitted or required by law.

Support Services are not intended for processing Personal Data. Customers should ensure that they do not include Personal Data when receiving our Support Services other than contact and account information. We process contact and account information in accordance with the OpenText Privacy Policy which is available at <https://www.opentext.com/about/copyright-information/site-privacy>.

## **Additional Services**

Additional services are recommended for any services that require software configuration and implementation services. These services are excluded from this Handbook. Please contact the Sales Department at (800) 334-2255 option 3.

## **Professional Services**

The OT Professional Services team can provide software product installations, migrations, upgrades, configuration, map development, map modifications, trading partner onboarding,

back-end application, and data translation tools integration. Contact your sales representative or call (800) 334-2255 option 3 for Sales.

## Training Services

The Business Network Training Services team provides hands-on software product training to include course guides and other course handouts. Training can be delivered in our classroom (Alpharetta, GA office), onsite at your location, or webinar. Please go to the Training Website: <https://www.opentext.com/learning-services/learning-paths> - Go to [Business Network Cloud for all BN Courses](#) or Contact your sales representative or call (800) 334-2255 option 3 for Sales.

## About OpenText

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

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