



# Technical support terms and conditions

This AGREEMENT defines the terms and conditions under which ScalAgent Distributed Technologies, hereafter called SCALAGENT, provides the technical support services subscribed to by the CLIENT.

These services are attached to the software listed in the sales order, hereafter called the SOFTWARE.

## Description of services

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### **USAGE SUPPORT**

Le CLIENT may invoke SCALAGENT in order to get a solution to an execution issue.

An execution issue is defined as the SOFTWARE behaving differently than described from its specifications. Execution issues range from level 1 to level 4 :

- 1 : the SOFTWARE does not execute.
- 2 : strongly degraded service ; some essential parts of the SOFTWARE do not perform properly.
- 3 : partially degraded service ; some essential parts of the SOFTWARE do not perform properly, but the CLIENT may use a work-around. Some minor parts of the SOFTWARE do not perform properly.
- 4 : undesirable behaviour of the SOFTWARE with no impact on its functionalities, or suggestion for improving the SOFTWARE.

The USAGE SUPPORT service holds whenever the SOFTWARE be used for tests or in operation.

When the CLIENT invokes SCALAGENT for help about an execution issue, all the elements required to reproducing the issue must be provided. The CLIENT must notably reduce the issue to its core, excluding all other software but the SOFTWARE, precise the execution environment and conditions, and explain how the execution differs from what is expected. SCALAGENT commits to take over the support request within a term depending on the ordered level of support.

If SCALAGENT is not able to reproduce the issue, the provided answer may be limited to a hint. Further analysis of the issue is handled by EXTENDED SOFTWARE SUPPORT.

If SCALAGENT may reproduce the issue, and in case of a level 1 or 2 issue, SCALAGENT commits to engage adequate resources to provide a solution within two days. The provided solution may be final as a SOFTWARE fix, or temporary as a work around. A provided work around allows the CLIENT to use the SOFTWARE in degraded but acceptable conditions, and lowers the issue to level 3. When no acceptable solution is provided within two days, SCALAGENT commits to dedicate a resource to solving the issue, and to control work progress with the CLIENT on a daily basis.

If SCALAGENT may reproduce the issue, and in case of a level 3 issue, SCALAGENT commits to engage adequate resources to provide a final solution, as a SOFTWARE fix, within one month. Whenever possible SCALAGENT may also provide a work around to temporarily help the CLIENT.

In case of a level 4 issue, SCALAGENT considers the opportunity to solve the issue and/or realize the improvement in a subsequent version of the SOFTWARE, and keeps the CLIENT informed.

In any case a SOFTWARE fix is provided as a revision of the supported version for the CLIENT. If the issue is new and requires an actual fix in the SOFTWARE, then SCALAGENT creates a new revision which includes this fix and all the previous fixes already built for the supported version, be they built for the CLIENT or any other client for this version. If the issue is already known and fixed, SCALAGENT provides the minimal revision number including the fix.

If the issue finds its roots in the way the CLIENT uses the SOFTWARE, then SCALAGENT will provide explanations for the noticed behaviour, and possibly hints for correcting or working around the issue. However solving issues located in the CLIENT code and not in the SOFTWARE is part of the DEVELOPMENT SUPPORT service. SCALAGENT will then answer such requests according to the CLIENT effort to actually isolating the issue from his code.

### **EXTENDED USAGE SUPPORT**

If the issue cannot be reduced or if SCALAGENT cannot reproduce it, due to the software environment or to random executions, then SCALAGENT may intervene in the CLIENT environment. Such cases are handled according to a specific procedure called a client intervention.

A client intervention starts with a issue analysis step, which notably aims at exhibiting strong signs that the issue may actually find its roots in the SOFTWARE. SCALAGENT involvement during this step is limited to 0.5 man-days. This step is followed by an investigation step, which continuation is validated each day by common agreement between SCALAGENT and the CLIENT.

What is particular to a client intervention is that the roots of the apparent issue may be found either in the SOFTWARE or in the CLIENT environment. If at the end of the investigation step the issue roots are identified in the SOFTWARE, then the SCALAGENT resources consumed during this step are covered by the USAGE SUPPORT service. If instead the issue roots are found in the CLIENT environment, then these resources are debited against USAGE SUPPORT service, possibly leading to extra billing. The investigation step may also end by common agreement without the issue roots being found, in which case the SCALAGENT resources are assumed by SCALAGENT. As long as the uncertainty holds, SCALAGENT and the CLIENT commit on these possible ends by deciding to carry on the investigation step.

In the course of a client intervention, the CLIENT will fully collaborate with SCALAGENT to help identifying the issue. Different strategies may be followed:

- direct observation of the CLIENT environment when the issue occurs; collection of related data (logs, dump, etc);
- specific configuration of the SOFTWARE in the CLIENT environment aiming at capturing more detailed data relative to the issue the next time it occurs; this configuration may impair the SOFTWARE performances;
- deploy and execute modified version of the SOFTWARE in the CLIENT environment, aiming at delimiting the possible causes of the issue, confirming or discarding hypotheses, or refining data collected on the issue;
- remotely access to the CLIENT servers.

Physical travel of SCALAGENT support engineers to the CLIENT offices may be considered but should remain exceptional, after all other strategies have failed. In any case the mission costs are supported by the CLIENT.

Anyway SCALAGENT will intervene in a CLIENT's complex environment, notably involving third parties software, only when strong signs show that the SOFTWARE might be involved.

The number of such interventions is limited depending on the ordered level of support.

In case of the CLIENT being a systems integrator working for its own client, then the client intervention may include working in the integrator's client environment. This presumes that the CLIENT informed SCALAGENT about its client when subscribing to the support service.

In case of the CLIENT being a software vendor with its own software deployed for its own clients, then the client intervention may include working in the software vendor's clients environment. This presumes that the CLIENT informed SCALAGENT about its software vendor quality, and is limited to some levels of support.

In both cases SCALAGENT intervenes in the environment of the CLIENT's client under the responsibility of the CLIENT. SCALAGENT requires the constant assistance of the CLIENT, even if direct exchanges may occur between SCALAGENT and the client. The CLIENT also takes full responsibility for the obligations that this contract creates for the CLIENT and which would be indirectly imposed to its client.

### ***DEVELOPMENT SUPPORT***

The CLIENT may invoke SCALAGENT in order to get

- clarifications about the available SOFTWARE documentation,
- clarifications, hints and technical advices about the SOFTWARE programming usage, related to the standard or specific API, or even about the modification of internal modules,
- clarifications about the expected behaviour of a given configuration of the SOFTWARE,
- hints and technical advices about solving issues involving the SOFTWARE in the CLIENT's program.

This service extends the usage support service to take into account the CLIENT's program environment.

This service also enables the CLIENT to invoke SCALAGENT about questions not related to incidents, or to discuss about the behaviour he expects from the SOFTWARE.

The CLIENT may not invoke SCALAGENT for architectural issues, and notably for finding out the best usage of the SOFTWARE matching the CLIENT's needs. This kind of work requires a higher level of expertise, which may be provided by a separate contract related to architecture or consultancy services.

### ***DEPLOYMENT SUPPORT***

The CLIENT may invoke SCALAGENT in order to get

- clarifications about the available SOFTWARE documentation,
- clarifications, hints and technical advices about installation, deployment and actual execution of the SOFTWARE,
- clarifications, hints and technical advices about using the administration, logging and debug services included in the SOFTWARE.

This service does not include sizing or performance issues, neither does it cover integration issues of the SOFTWARE with third party software.

## **Limitations and modalities**

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### ***Versions and revisions***

Versions of the SOFTWARE are identified with two numbers, a major one and a minor one. Compatibility between two different versions is not ensured, even when they share a major version number. Two to four new versions of the SOFTWARE may be published each year. A SOFTWARE version is supported for 1 year from its release date.

Some versions are labelled LTS for Long Term Support. A new LTS version is labelled every 12 to 18 months. A SOFTWARE LTS version is supported for 3 years from its release date.

New support contracts may only cover the latests standard and LTS versions of the SOFTWARE.

A revisions branch is attached to each supported version. A revision is identified by a third number added to the two version numbers. A new revision of a SOFTWARE version is built from the latest revision of the version, thus including all the fixes for the version. SCALAGENT guarantees the compatibility between revisions of a version.

No new revision is added to a SOFTWARE version after the end of its support period. At this time the CLIENT is invited to upgrade to a newer version of the SOFTWARE. If the CLIENT wishes to keep its old version, then SCALAGENT support is limited to analysis, advices, and work around solutions.

### ***Supported configurations – client project***

The SOFTWARE is a configurable middleware, allowing for deploying distributed applications on several servers. The number and nature of supported configurations depend on the support level. In the standard silver level, such configurations are those required by the client project, as defined below.

A client project is defined by the development, deployment, and/or installation of an application, under the control of a project leader. This definition depends on the client actual methodology, on what application means for him, on how he organizes to realize it, and possibly on implementation or deployment choices. Except when otherwise specifically negotiated, a client project is defined as a set of JORAM servers with the following properties:

- a single set of JORAM servers is used with operational purposes;
- this set is defined as a unique JORAM configuration where all servers are interconnected;
- any number of other JORAM configurations may be deployed and used with test or validation purposes.

### ***Reference platforms***

SCALAGENT commits to support the SOFTWARE on a set of reference platforms (i.e. hardware and software), specific to each version of the SOFTWARE and separately defined. Any significant difference from the reference platforms may be considered as a specific CLIENT environment, as used in section EXTENDED USAGE SUPPORT.

SCALAGENT may consider adding the CLIENT platform to the set of reference platforms.

### ***Support periods***

In standard offers, support is available only during business days (BD) over a limited time range. It is possible as an additional option to extend support all days (7/7) at all times (24h).

Business days range from Monday to Friday, excluding public holidays (France).

The 9h time range (9H) is from 9 am to 6 pm, GMT+1.

### ***Take over delay***

The take over delay is counted as available hours. SCALAGENT commits to take over the CLIENT's support request by a qualified support engineer within this delay. SCALAGENT then commits to deploy its best efforts to provide the CLIENT with a solution within the delays defined above.

### ***Contacts***

Only a limited number of contacts, named by the CLIENT, are allowed to initiate requests to SCALAGENT. The CLIENT may change during a year CONTACTS who may no longer assume their role.

CONTACTS may initiate support requests using the dedicated Web interface only. Other communication means may be used while processing the request.

The CONTACT which initiated the support request represents the CLIENT during the request processing. He is notably authorized by the CLIENT to decide to carry on the investigation step of a client intervention, which may lead to extra billing.

### ***Language***

SCALAGENT may answer support request in French or English language.

## General conditions

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### ***Warranties – Limitation of responsibility***

SCALAGENT guarantees that a commercially reasonable effort will be engaged to answer to the CLIENT requests. SCALAGENT does not guarantee that the provided answers will solve all the CLIENT issues, neither will they be error free.

SCALAGENT is not liable for indirect, incidental, special or consequential damages for any reason – including loss of time, loss of data or software, loss of profits or loss of revenue – even if SCALAGENT has been specifically advised of the possibility of such damages. SCALAGENT liability in all events will not exceed the support fees actually paid by the CLIENT for this service for the running annual period.

The CLIENT will take all required measures in order to avoid suffering any damage from a possible degradation of the files, memories, documents, or other elements that it entrusts to ScalAgent D.T. during the course of this contract. It will cover this risk by making any necessary copy of the data and mediums.

### ***Renewal***

The default duration of this AGREEMENT is one year. Thereafter it shall automatically renew for one year, unless either party, at least 30 days before expiration, gives notice to the other of its desire to end the AGREEMENT.

Prices are annually revised, at the contract anniversary date, in proportion with the Syntec index.

### ***Jurisdiction***

This AGREEMENT shall be interpreted, construed, and enforced according to the laws of France. In the event of any action under this AGREEMENT, the parties agree that the courts located in Grenoble, France will have exclusive jurisdiction and that a suit may only be brought in Grenoble, France and the CLIENT submits itself for the jurisdiction and venue of the courts located in Grenoble, France.