



Maintenance and Support Policies

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# **Maintenance and Support Policies**

## **1 OVERVIEW**

These Maintenance and Support policies apply to Rogue Wave Software, Inc. (“Rogue Wave”) products, collectively or individually referred to as Product or Products. These Maintenance and Support policies are subject to change at Rogue Wave’s discretion; provided however, that material changes shall not take effect for supported licensees until the renewal of their Maintenance and Support period. Technical Support is provided by Rogue Wave’s Technical Support department (RWTS). Product licensees without current Maintenance and Support do not receive product Updates, Upgrades, maintenance releases, patches, product downloads for reinstallation, media replacements, telephone, e-mail or web-based assistance, or any other Rogue Wave Maintenance and Support services for those Products.

## **2 DEFINITIONS**

### **2.1 Case**

Any support request or report of a problem, submitted by any person named by the Product licensee as a designated support contact that requires the response or intervention of RWTS personnel. Any single installation, usage, problem report, or other technical request that involves the verification or implementation of any user code, license clarification, platform specifications related to the Product Supported Platforms, environment state or condition, or interpretation of error messages will be considered a Case. Multiple problem reports or requests may not be combined into a single Case.

### **2.2 Defect**

Any error, unexpected result, or incorrect behavior that deviates from the expected result or use as described in the associated Product documentation. Architectural modifications in subsequent Product releases or failures resulting from the use of undocumented Product behavior, or use on unsupported platforms will not be classified as a defect.

### **2.3 Defect Resolution**

A documented fix, a provided code change, a recommended workaround or a patch file provided by RWTS that eliminates or avoids a Defect.

### **2.4 Case Resolution**

We will close a case under the following circumstances:

**a)** We have provided a solution that addresses your problem; **(b)** you have told us that you no longer need us to work on the problem; **(c)** we both agree to close the case; **(d)** if we have repeatedly tried to contact you about your problem and you do not respond; **(e)** if we make a good faith determination that the problem is likely not resolvable even with the investment of reasonable time and resources; or **(f)** if we determine that your product is operating materially in accordance with its documentation. We will consider your problem resolved if **(g)** we have advised you to download a patch or software version upgrade that we believe will resolve your

problem, **(h)** we have explained that we may consider addressing your problem in a future release, **(i)** we feel the problem is not caused by Rogue Wave product **(j)** a work-around mitigates the issue or **(k)** that we are closing your case for other reasons under our standard business processes.

If you still need assistance on the same problem after we have closed a case, you may open a new case, which we will cross-reference with your original case.

## **2.5 Enhancement Request (ER)**

An enhancement request (ER) is a case that requires functionality beyond the current product design or one that is requesting new functionality/feature to a product. These enhancement requests could be considered for inclusion in a future release. Our product management group reviews all requests for possible inclusion in future releases of the product. The inclusion of any proposed enhancement is at the discretion of the product management team.

## **2.6 General Availability (GA)**

This is the date on which a Product version is first made available for sale and general Product distribution as specified on [Rogue Wave Product Lifecycle](#) website. A GA release causes all pre-release versions (Alpha, Beta, Experimental, testing) to transition to an EOM state.

## **2.7 End of Maintenance (EOM)**

The date on which a Product version is no longer eligible for any Maintenance Services and is best effort by RWTS as specified on [Rogue Wave Product Lifecycle](#) website.

## **2.8 End of Life (EOL)**

The date on which all maintenance and all support for a product version is terminated as specified on [Rogue Wave Product Lifecycle](#) website.

## **2.9 Initial Response Time Goal**

The time goal for a return contact from RWTS to the supported Product licensee to acknowledge the receipt of a new Case.

## **2.10 Maintenance**

Update and Upgrade services. Maintenance services are available only to those customers with a current, paid up, Maintenance and Support agreement.

## **2.11 Platform**

Some combination of hardware, hardware chip set, operating system, compiler, web server, database, database access library, browser, 3rd party libraries, etc. that collectively constitute a computing environment. Products are subject to Maintenance and Support only on the platforms explicitly designated within the Product Supported Platforms document.

## **2.12 Supported Platforms**

Those Platforms associated with a specific Product version as defined in the Product Version Supported Platform document

## **2.13 Professional Services Group (PSG)**

Rogue Wave's consulting services organization; the Professional Services Group (PSG).

## **2.14 Target Resolution Response Time**

The average time required, using commercially reasonable efforts, to provide a documented fix, recommend a workaround, or target the date of availability for a workaround or fix that restores full functionality to Product. The time required creating, debugging, installing, or updating any test program to reach a reproducible condition is excluded from any stated resolution time goals.

## **2.15 Severity Levels**

RWTS categorizes issue severities as follows:

### ***2.15.1 Severity Level 1 – Blocker***

The issue causes a production application to stop, crash or cease to function. Work cannot reasonably continue; the application is mission critical to the business and the situation is an emergency requiring immediate attention towards resolution.

### ***2.15.2 Severity Level 2 – Critical***

The issue severely restricts the functionality of Product within a production application, but the production application can continue to run/operate. Severity Level 2 issue render Product completely unusable in pre-production development efforts.

### ***2.15.3 Severity Level 3 – Major***

The issue restricts the functionality of Product within a production application and/or impedes pre-production development efforts. Severity Level 3 issue include a degradation of reliability or performance or limited access to a non-critical function of Product. Severity Level 3 issues include those for which a workaround had been provided, but for which a permanent improvement is still necessary.

### ***2.15.4 Severity Level 4 – Minor***

The issue does not significantly restrict the functionality of Product within a production application and/or has only a minor impact on pre-production development efforts. Requested performance or usability enhancements will also be considered Severity Level 4 issue, but will be provided at Rogue Wave's discretion.

### ***2.15.5 Determination of Severity Level***

In the event of any dispute between Customer and RWTS as to the severity level of an issue reported to RWTS by Customer, RWTS and Customer shall escalate the dispute to

the next level of management for resolution of the dispute, provided that if RWTS and Customer cannot agree upon the severity level of a reported Defect the final determination of the severity level shall be made by RWTS, in its sole discretion.

## **2.16 Support**

Technical support for demonstrable problems with installing, compiling or running supported versions of licensed Product software on an appropriate Platform as specified in the Product Supported Platforms. Standard support services are available for all Product versions that have not reached their EOM date. Best effort support services are available for all other Product versions that have not reached their EOL date.

## **2.17 Technical Contact**

Employees of Customer, or their designated representatives, identified in writing or electronically as being authorized to contact RWTS. The Technical Contacts are the sole liaison(s) between the licensee and RWTS for Product Maintenance and Support. To avoid interruptions in Maintenance and Support services, Customer must notify Rogue Wave whenever its Technical Contact responsibilities are transferred to another individual.

## **2.18 Updates**

Bug fixes, platform updates and minor product enhancements.

## **2.19 Upgrades**

Releases containing product enhancements and/or new features.

## **2.20 Workaround**

To resolve unexpected or undesirable behavior, RWTS may provide workarounds or suggestions for modification of Product or customer code to resolve a reported Case. Workarounds may represent changes in Product code that have not been fully certified or tested. Any code modifications, suggestions, or workarounds are presented “as-is” without any express warranty or claim of compatibility. Certification and custom programming services are available through PSG.

# **3 SUPPORT SERVICES**

Rogue Wave offers various levels of Support. Support levels are differentiated by target response time, the goal for the resolution of the Case, the number of support Cases per year, the channels available for contacting RWTS, the number of designated Technical Contacts, support hours, etc.

NOTE: Custom support tailored to an enterprise’s individual needs is available upon request and subject to payment of appropriate fees.

## **3.1 Support Scope**

Technical support is limited to the original source code, object code libraries, or Product executables provided with the Product purchase. Any modifications or extensions of the original

code become the responsibility of the user. These policies are limited to support as provided by RWTS for released versions of Products. They do not apply to beta, prerelease, previews or early access versions of Products. Assistance with technical issues involving Product(s) beyond the scope of the Maintenance and Support services outlined in this document may be obtained through PSG.

### **3.1.1 Standard Support**

Rogue Wave provides standard support services consisting of one or more of the following for Product versions from GA to EOL:

- Assistance with Product installation and usage of Rogue Wave Software Product(s) on a Supported Platform
- Help with Product issues involving general usage, clarification of documentation, implementation questions, and functionality questions
- Problem isolation and identification
- Error message analysis and resolution
- Bug reporting
- Up-to-date information on current releases, Product compatibility, Product restrictions, enhancements and workarounds
- Unlimited access to our Knowledge Base of Frequently Asked Questions, usage tips, and useful Product information

### **3.1.2 Extended Support**

“Extended Support” means the Support Services that may be available at an additional charge on any Product that has reached its End of Life, as defined herein. Extended Support, if purchased, extends the Technical Support period on an annual basis. The customer must be an actively supported customer in good standing to enter into Extended Support. Code modifications, patches, enhancements, or custom development by Rogue Wave on products supported under an Extended Support agreement will require a separate Statement of Work and are not included as part of Extended Support. Extended Support is done using commercially reasonable best effort of RWTS and there is no guarantee it will be able to resolve all issues. The cost of Extended Support is an add-on service and is negotiated between the Customer and Rogue Wave representative. This effort may consist of:

- Assistance with general Product use
- Help with Product questions involving clarification of documentation, implementation questions, and functionality questions
- Error message analysis

### **3.1.3 Exclusions**

Support specifically excludes the following:

- Providing prototype applications
- Personalized training through abnormally frequent contact with RWTS
- Debugging customer applications or code
- Product code modifications to address a specific issue outside the normal release process

When these tasks, or others that fall outside of normal Maintenance and Support, are requested by a licensee, RWTS will direct the requests to PSG for consideration.



## 3.2 Contacting Support

You can contact RWTS by telephone or through the Rogue Wave Software Support Portal. The current contact information can always be found on the Rogue Wave website <http://roguewave.com>

## 3.3 Problem Reporting Checklist

To help us serve you quickly and efficiently, please take a few minutes to gather some information before contacting RWTS. We will ask you for:

- Your Name
- Company Name
- Company Address
- Telephone Number
- E-mail Address
- Product Name(s) and Version(s)
- Details related to your Platform
- Product License Number, Softkey, Entitlement Code, or existing Technical Support Tracking Number
- Any known changes to system, client, or network
- Step-by-step instruction on how to reproduce issue(s).

One should be prepared to provide a detailed description of the Case, including any transcripts or error messages that you may have received. We may ask you to send a small sample that facilitates the Case investigation. Samples should be brief, complete, and illustrative.

The Severity Levels and Target Resolution Response Times assume that an issue can be reproduced in-house. If RWTS cannot reproduce the Defect in-house, the customer may be directed to PSG for additional assistance regarding services and mentoring that falls outside of the scope of RWTS Maintenance and Support. The time required creating, debugging, installing, or updating any test program to reach a reproducible condition is excluded from any stated Target Resolution Response Time.

## 3.4 Escalation Process

In the interest of customer satisfaction and efficient case management, RWTS has created an escalation process to assist customers who may feel that the severity of their issue has not been accurately characterized, or the response has not been within the expected timelines.

To expedite the resolution or elevate the severity of a reported problem, please follow the option listed.

- Contact the Technical Support consultant who is working on your problem and request the case be escalated.
- Ask to speak with a Technical Support manager if additional escalation is required.
- Ask to speak with the Senior Vice President of Technical Support if further escalation is required.

It is important to have all the necessary information to help expedite your request. The following checklist will help you prepare your request

- A current, active case number

- An explanation for the request
- Clear contact information in the event of call-back which includes:
  - Primary contact name
  - Primary contact telephone number
  - E-mail information
  - Alternative contact(s) in the event of unavailability of the primary contact

## **4 MAINTENANCE SERVICES**

### **4.1 Maintenance Release**

Each Rogue Wave Product adheres to one scheme. For a specific Product, this defines our ability to create a patch release for that product.

**X.\*\* and X-1.\*\* +18 months** (Current release AND one release back +18 months from major release date)

Patch release requests for non-Maintenance Release versions are possibly available through PSG. Contact your account manager for such requests.

## **5 MAINTENANCE AND SUPPORT PERIOD**

### **5.1 Term**

Rogue Wave Maintenance and Support begins on the Effective Date of the Product license and ends 12 months after the Effective Date (the "Support Period"), unless otherwise stated in the Rogue Wave license through which the Product software was obtained.

### **5.2 Maintenance and Support Fees**

Maintenance and Support Fees are due and payable annually in advance of a Support Period, unless otherwise stated in the Rogue Wave license through which the Product software was obtained.

### **5.3 Termination**

Maintenance and Support services are non-cancelable and non-refundable.

### **5.4 Reinstatement of Maintenance and Support**

In the event that Rogue Wave Maintenance and Support lapses, a Reinstatement Fee and Penalty shall be assessed upon reinstatement of Maintenance and Support. The Penalty is twenty percent (20%) of the annual Maintenance and Support Fees for renewals made within a 60-day grace period following expiry of the Maintenance and Support. After the 60-day grace period, if the customer then requires any support services, product releases in the form of Updates, Upgrades, maintenance releases, patches, product downloads for reinstallation, or replacement media then they should be aware that Rogue Wave will no longer support those

licenses and will charge for new licenses. Pricing is based on Rogue Wave's current pricing in effect at the time the Maintenance and Support is ordered.

## 6 RESPONSE TIMES

### 6.1 Response Times for SaaS Production Installations:

Priority	Description	Targeted First Response	Targeted Workaround/Resolution
Priority 1	Software is causing an interruption of production business services	Within 4 hours	Viable workaround within 12 hours; resolution within 5 business days
Priority 2	Major functions disabled in production	Within 8 hours	Viable workaround within 48 hours; resolution within 10 business days
Priority 3	Non-essential functions disabled	Within 3 business days	Resolution in the Release following the release currently in process
Priority 4	Minor problems	Within 5 business days	Resolution prioritized by RW

### 6.2 Response Times for SaaS Non-Production Installations:

Priority	Description	Targeted First Response	Targeted Workaround/Resolution
Priority 1	Software is causing an interruption of production business services	Within 8 hours	Viable workaround within 24 hours; resolution within 5 business days
Priority 2	Major functions disabled in production	Within 16 hours	Viable workaround within 72 hours; resolution within 10 business days
Priority 3	Non-essential functions disabled	Within 3 business days	Resolution in the Release following the release currently in process
Priority 4	Minor problems	Within 5 business days	Resolution prioritized by RW

### 6.3 Response Times for On-Premise Production Installations:

Priority	Description	Targeted First Response	Targeted Workaround/Resolution
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<b>Priority 1</b>	Software is causing an interruption of production business services	Within 5 hours	Viable workaround within 24 hours; resolution within 5 business days
<b>Priority 2</b>	Major functions disabled in production	Within 10 hours	Viable workaround within 72 hours; resolution within 10 business days
<b>Priority 3</b>	Non-essential functions disabled	Within 3 business days	Resolution in the Release following the release currently in process
<b>Priority 4</b>	Minor problems	Within 5 business days	Resolution prioritized by RW

## 6.4 Response Times for On-Premise Non-Production

### Installations:

<b>Priority</b>	<b>Description</b>	<b>Targeted First Response</b>	<b>Targeted Workaround/Resolution</b>
<b>Priority 1</b>	Software is causing an interruption of production business services	Within 8 hours	Viable workaround within 24 hours; resolution within 5 business days
<b>Priority 2</b>	Major functions disabled in production	Within 16 hours	Viable workaround within 72 hours; resolution within 10 business days
<b>Priority 3</b>	Non-essential functions disabled	Within 3 business days	Resolution in the Release following the release currently in process
<b>Priority 4</b>	Minor problems	Within 5 business days	Resolution prioritized by RW

## 6.5 Region Hours:

<b>Region</b>	<b>Hours</b>	<b>Time Zone</b>
North America (NA)	9am - 5pm	Mountain
EMEA	9am - 5pm	Central European Time
APAC	9am - 5pm	Japan Standard Time

