

# INTLAND SOFTWARE SUBSCRIPTION AND SUPPORT AGREEMENT

Revisited 31.10.2016

This Subscription and Support Agreement ("Agreement") is a legal agreement between Intland Software ("Intland"), a German company and the individual or entity ("End User") using and/or accessing the codeBeamer Software ("Intland products"). Intland shall provide Subscription and Support Services in accordance with the terms of this agreement. Such terms may be amended from time to time by Intland Software.

## 1. Definitions.

- a) **Production System** means the Software that is being used as a regular part of actual day to day business operations of Licensee.
- b) **Services** means the Subscription and Support Services.
- c) **Version Number** is a three-part version number in the form of A.BB.CCC which identifies a Release.
- d) **Major Release** means a release to correct any Software Failures, add functionality and/or add new features to the Software and is represented by the 1st digit [A].BB.CCC in the Version Number (i.e. 4.1 to 5.0).
- e) **Minor Release** is a release to correct any Software Failures and/or add features to the Software and is represented by the 2<sup>nd</sup> part A.[BB].CCCC in the Version Number (i.e. 4.1 to 4.20 or 5.0 to 5.1).
- f) **Maintenance Release** means a release to correct any Software Failures and is represented by a change in the third part A.BB.[CCCC] of a Version Number (i.e. 4.1.1 to 4.1.22 or 5.0 to 5.0.11).
- g) **Hotfix** means a patch created by Intland to address a specific Software Failure for a single customer. Hotfixes will not automatically be made available to customers until they are rolled up into a Major, Minor or Maintenance release.
- h) **Software Failure** means bug or failure reported (See §8) by Licensee to Intland as a result of a reproducible operational deviation of the Software from the Software specifications.
- i) **Business Hours** are 9:00 AM to 17:00 PM CET (GMT +1), Monday through Friday, excluding German national holidays. For information on German public holidays, see: [http://en.wikipedia.org/wiki/Public\\_holidays\\_in\\_Germany](http://en.wikipedia.org/wiki/Public_holidays_in_Germany)
- j) **Workaround** means a Hotfix or other method used to avoid the Software Failure.

## 2. Scope of the Services.

Services shall only be provided for the Intland products specifically licensed to the Licensee under a valid Intland SOFTWARE LICENSE AGREEMENT. When Licenses are purchased with Subscription and Support Services "Service", then SERVICE is available for a period of 12 months. The SERVICE contract shall be automatically renewed at the end of the initial year and thereafter for additional one year periods, unless and until either party gives written notice to the other party not less than ninety (90) calendar days before the end of the contract period.

During the term of the SERVICES, Licensee is entitled to, any Major Release, Minor Release, Maintenance Release issued during the term of the SERVICES at no additional costs beyond the Fees. Hotfixes are only available on a case by case, End-User requested basis, and Intland reserves the right to charge for hotfixes based on custom quotes.

## 3. Supported Version of the Software.

Intland provides the Support services for the current version of the Software and for any version of the software that has been released during the preceding 12 month period. The Software Release date is identical to the Software build date show on the "About" dialog (i.e. CodeBeamer 5.1.22 codeBeamer Enterprise (2008/05/28 18:18).

#### **4. Intland's Subscription Service**

Subscription Service includes:

- a) Free download access to the latest releases and patches, and upgrade for all available and licensed product releases.
- b) All available Major, Minor releases as they become available for general release via download from Intland Software's website.
- c) Online access to Intland Technical support and Knowledge base pages.

#### **5. Intland's Support Services**

Intland provides technical support (Support) under a valid Intland LICENSE AGREEMENT for the licensed Intland products.

##### **Items not covered by Support Service.**

- a) Technical support for software versions older than twelve (12) months old, when a newer release exists. (See §3 Supported Version of the Software)
- b) Third party software or component not provided by Intland.
- c) When the software is used on a non-recommended platform or in a non-recommended environment. Recommended platforms and environments are described in the documentation.
- d) The Software is modified by someone other than Intland, or other than Intland's authorized service partners.
- e) Design and development of applications using the APIs or integrating the software with other applications.
- f) Failures caused by software for which Intland is not responsible.

#### **7. Required Information from Licensee**

All incident reports must, if applicable, include the following:

- a) The Licensee's "account" which Intland shall provide to the Licensee on registration.
- b) The Version Number and the Platform which the Software is running.
- c) Before reporting an Incident, the Licensee must verify that the Incident is reproducible. The Licensee should provide a reproducible Test Case that demonstrates the specific usage that causes the Software Failure being reported.
- d) Log files, screenshots, trace files.
- e) Exact wording of all related error messages.

#### **8. Support Incident Reporting. Contact Methods.**

Issues submitted using Incident Trackers are handled with the severity as entered, and Incidents can be entered by Authorized Contact(s). Authorized Contact(s) must have sufficient Software expertise and training. For the fastest response time please enter the problem using the Service Desk described on the URL: [intland.com/services/support](http://intland.com/services/support).

You can also contact us by emailing [support@intland.com](mailto:support@intland.com) or call inside the US: 866-468 5210, Europe: (+49) 711-67400-677. Issues submitted using email or telephone are automatically assigned a low severity.

#### **9. Definitions of Severity Levels.**

Intland will work with the Licensee to assign the appropriate Severity Level to all Incidents according to the criteria below. Intland may re-classify Incidents if it believes that the original classification is incorrect. The Response Goal shall not apply if the Incident is caused by third party Software. Intland will not correct any Software Failure caused by modification or enhancement of the Software, or when the Failure is corrected by an existing Software release provided by Intland.

Severity	Definition	Response Goal
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<b>Critical</b>	The "Production system" is not available, substantially un-available or normal business operations are seriously disabled. The issue is preventing productive work on your production	Intland will provide a response and begin to analyze the incident and verify the existence of the problem within one (1) business day. Intland will use commercially reasonable efforts to resolve Critical Incidents as soon as
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	system, and it affects people performing a business-critical function.	possible. The resolution will be delivered as a Workaround or Hotfix. If Intland provides an acceptable Workaround or Hotfix for the Incident, the severity classification will drop to Medium or Low.
<b>Major</b>	The "Production system" is available but the issue has a business-critical impact on your production system; a function or functions are not available or are not working properly, preventing productive work, and affecting people performing a business-critical function.	Intland will provide a response and begin to analyze the Incident and verify the existence of the problem within one (1) business day. Intland will use commercially reasonable efforts to resolve Major Incidents as soon as possible or in the next Maintenance Release. If Intland provides an acceptable workaround for the Incident, the severity classification will drop to Medium or Low.
<b>Medium</b>	The issue has business impact on your "Production system", but does not prohibit the execution of productive work, or a reasonable workaround is available.	Intland will provide a response and begin to analyze the Incident and verify the existence of the problem within two (2) business days. Intland will use commercially reasonable efforts to resolve Medium Incidents in thirty (30) days.
<b>Low</b>	The issue is not production-critical or it is detected on your non-production system. The issue has no impact on the "Production system" performance, quality or functionality and no impact on productive work.	Intland will provide a response to the Incident and verify the existence of the problem within five (5) business days. Intland does not guarantee a resolution time for Low Severity incidents.

#### 10. **General.**

This License will be governed by and construed in accordance with the laws of the Federal Republic of Germany, and shall insure to the benefit of Intland and End-User and their successors, assigns and legal representatives. If any provision of this License is held by a court of competent jurisdiction to be invalid or unenforceable to any extent under applicable law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this License will remain in full force and effect. Any notices or other communications to be sent to Licensor must be mailed first class, postage prepaid, to Intland.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior proposals, agreements, representations, statements and undertakings are hereby expressly cancelled and superseded. This Agreement may not be changed or amended except by a written instrument executed by a duly authorized officer of the Licensor.

11. **NOTICE.**

The Intland CodeBeamer product is Copyrighted © by Intland GmbH. Intland CodeBeamer, Intland participate and Intland are trademarks of Intland Software.

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Intland Software - Intland

Company – End-User

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

Date of Signature:

Date of Signature: