

JAMA SOFTWARE

PREMIUM SUPPORT SERVICE LEVEL AGREEMENT (SLA)

Jama Software shall provide Support and Maintenance Services in accordance with the terms of this Exhibit, which such terms may be amended from time to time by Jama.

1) Definitions.

“Patch Release” means a progressing of the 3rd digit of the version release number in a three point version control system (e.g., v2.1.1 to v2.1.2).

“Point Release” means a progressing of the 1st or 2nd digit of the version release number in a three point version control system, as applicable (e.g., v1.5 to v2.0 or v2.1 to v2.2), not including any Patch Releases.

“Update” means a Software patch issued by Jama to correct defects or deficiencies in Software or to provide minor modifications that do not substantially change the basic character or structure of Software.

“Upgrade” means an incremental release of Software that provides significant improvements (not merely corrections for Software defects and deficiencies) and changes the basic character or structure of Software, including, by way of example only, the inclusion of additional features and/or functionality.

2) Supported Versions of the Software.

Subject to Section 9, Jama shall provide Support and Maintenance Services for the two most recent, subsequent Point Releases and Patch Releases of the Software or for a period of 12 months, whichever is longer. Support and Maintenance Services commence on the date of Jama’s general release of such Point Release or Patch Release and ends on the date that is twelve (12) months after the date that Jama releases the next chronological Point Release. For example, if version 6.1 of the Software is released on January 1, 2010 and version 6.2 of the Software is released on July 1, 2010, then Jama will provide Support and Maintenance Services for the Point Release version 6.1, and all 6.1.x Patch Releases for the period that commences on January 1, 2010 and ends June 30, 2011.

3) Items Covered by Support and Maintenance Services.

Support and Maintenance shall include:

- a. online and phone support for all technical issues relating to the use of the Software (including errors or problems with the Software, issues during setup and assistance understanding specific features); and
- b. all available Updates and Upgrades as they become available for general release (electronically via download from Jama’s website).

Items Not Covered by Support and Maintenance Services.

Jama is not obligated to provide Support and Maintenance for errors or problems caused by the following (each, an "Excluded Cause"):

- c. third-party components not provided by Jama;
- d. any modifications to the Software;
- e. use of the Software other than in a recommended environment described in the Documentation; or
- f. continued use of a Point Release or Patch Release version of the Software for which Support and Maintenance Services are no longer provided in accordance with Section 2 above.

4) Customer Obligations.

Customer agrees to provide Jama with all information and materials requested by Jama for use in replicating, diagnosing and correcting an error or other problem with the Software reported by Customer. Customer acknowledges that Jama's ability to provide satisfactory Support and Maintenance Services is dependent on Jama having the information necessary to replicate the reported problem with the Software. In reporting an error to Jama, Customer will send a complete and accurate error report (an "Error Report") that includes

- a. Customer name and on-site technical contact information;
- b. version and maintenance release level of the Software;
- c. platform and version on which the Software is running;
- d. a reasonably detailed description of the error, together with any supporting information that Customer's engineers believe will assist Jama in its diagnostic process;
- e. any error message(s) or other message(s) generated by the system in association with the error;
- f. any applicable trace files and/or error logs;
- g. a test case or instructions necessary to demonstrate the error;
- h. identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available; and
- i. the date and time that the error report is submitted to Jama. Customer acknowledges that any Update or Upgrade provided by Jama may be necessary to the proper operation of the Software and therefore Customer agrees to promptly install all Updates or Upgrades made available by Jama to ensure that Customer's version of the Software remains supported.

5) Contact Methods.

As stated in Section 3 above and subject to Section 8, Customer may contact Jama to provide an Error Report and request Support and Maintenance Services by any of the following methods:

- a. online at the following URL: <http://www.jamasoftware.com/support>

- b. forum postings available at Jama's website,
- c. email to support@jamasoftware.com or support@jamaeurope.com or
- d. phone 1-800-679-3058 (US) or +44 (0) 1926 410 656

WHILE JAMA WILL USE COMMERCIALY REASONABLE EFFORTS TO RESPOND TO CUSTOMER'S REQUEST USING ALL OF THE ABOVE METHODS, JAMA ONLY GUARANTEES ITS INITIAL RESPONSE AND RESOLUTION TIMES WHEN CONTACTED VIA TELEPHONE.

6) Business Hours.

Jama's US business hours are defined as 6:00 AM to 6:00 PM Pacific Time, Monday through Friday, exclusive of the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- National recognized day of Good Friday
- Memorial Day
- Independence Day (US)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

European business hours are defined as 9:30 AM to 6:30 PM Central European Time, Monday through Friday exclusive of the following holidays:

- New Year's Day
- Christmas Day
- UK Public Bank Holidays

7) Response Times.

If an Error Report is submitted to Jama via telephone, Jama shall comply with the response times set forth below based on the severity level of the particular Error. For Error Reports submitted via any other method, Jama will use commercially reasonable efforts to comply with the following response times but does not guarantee such compliance.

Severity Level	Definition	Response
Critical	A Critical Severity issue has significant to critical business impact on a production system, resulting in Customer's production system being either down, or functioning at a significantly reduced capacity.	Jama agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Severity fault within one (1) hour after notification by Customer via telephone. Jama will use commercially reasonable efforts to resolve

Severity Level	Definition	Response
		Critical Severity faults as soon as possible. The resolution will be delivered to Customer as a work-around or as an emergency software fix. If Jama delivers an acceptable work-around instead of a solution, the severity classification will drop to a Medium Severity or lower.
Medium	A Medium Severity issue has some business impact on a production system, resulting in some functionality loss on Customer's production system. The Software is usable, but does not provide a function in the most convenient or expeditious manner.	Jama agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Medium Severity fault within one (1) business day of notification by Customer via telephone. Jama will use commercially reasonable efforts to resolve Medium Severity faults within thirty (30) days or in the next Update of the Software. If Jama determines, in its sole discretion, that the requirement is unique to Customer's operations, Jama will notify Customer within two (2) weeks of receiving notification of the fault with an appropriate recommendation and estimate for resolving the incident.
Low	A Low Severity issue is for non-production questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer's production system.	Jama agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Low Severity fault within one (1) business day of notification by Customer. Jama does not guarantee a resolution time for Low Severity incidents.

8) Term and Termination.

Support and Maintenance Services will be provided for the term set forth on the relevant Pricing Schedule; provided that Jama may cease Support and Maintenance Services generally with respect to the Software by delivering no less than eighteen (18) months notice to Customer. Any termination of the master license agreement between Jama and Customer will automatically terminate Support and Maintenance Services.