

## **JAMA SOFTWARE SUBSCRIPTION MAINTENANCE AND SUPPORT SERVICES AGREEMENT**

Jama Software, Inc. (“Jama”) shall provide Maintenance and Support Services in accordance with the following terms, which terms may be amended from time to time by Jama.

### **1) Definitions.**

“Patch Release” is a set of changes designed to correct defects or deficiencies in the software or provide minor improvements. In Jama’s current release number scheme, this currently corresponds to incrementing the 3rd digit of the version release number in a three point version control system (e.g., v2.1.1 to v2.1.2).

“Cloud Release” is an updated release delivered to Jama’s cloud customers as part of Maintenance and Support. This Cloud Release contains feature updates intended to improve functionality, enhance user experience, and/or correct defects or deficiencies.

“Standard Release” is an updated release delivered to customers hosting their own instances of the Software (“Self-Hosted Customers”) as part of Maintenance and Support. The Standard Release contains feature updates intended to improve functionality, enhance user experience, and/or correct defects or deficiencies. Standard Releases often incorporate enhancements that have been delivered to Jama’s Cloud Customers during recent Cloud Releases, however, not all Cloud features will be delivered to Self-Hosted Customers.

### **2) Supported Versions of the Software.**

Cloud Customers: Jama will provide the Maintenance and Support Services described herein for the current Cloud Release. The planned Cloud Release Schedule is published to the Jama Software User Community.

Self-Hosted Customers: Jama will provide the Maintenance and Support Services described herein for the current Standard Release and any Standard Release (including all applicable Patch Releases) made available in the prior 18 months. The planned Standard Release schedule is published to the Jama Software User Community.

### **3) Items Covered by Maintenance and Support.** Maintenance and Support shall include:

- a. support for technical issues relating to the use of the Software (including errors or problems with the Software, issues during installation and assistance understanding specific features); and
- b. for Self-Hosted Customers, all available Patch Releases and Standard Releases will be made available electronically for download from Jama’s website as they become available; for Cloud Customers all Cloud Releases will be automatically deployed.

### **4) Items Not Covered by Maintenance and Support.**

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

- a. third-party components not provided by Jama, including, without limitation, related networks and databases;
- b. any modifications to or extensions of the Software;

- c. use of the Software other than in a recommended environment described in the Documentation;
- d. errors that are not able to be reproduced by Jama using commercially reasonable efforts;
- e. continued use of a Standard Release for which Maintenance and Support is no longer provided in accordance with Section 2 above; or
- f. any modifications to a related database or schema.

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 may provide an estimate for resolving the incident.

## **5) 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 Maintenance and Support is dependent on Jama having the information necessary to replicate the reported problem with the Software. In reporting an error to Jama, Self-Hosted Customers will send a complete and accurate error report including a thorough written description of the issue, error logs, screenshots and/or video recordings (an "Error Report").

Additionally, for Jama to properly provide the Support and Maintenance described herein, upon request, Self-Hosted Customers must implement certain monitoring tools that accomplish the following:

- Ability to troubleshoot within a browser other than end user's default (e.g., if default is Internet Explorer, then the ability to troubleshoot within Chrome or Firefox);
- Frontend/User interface & network troubleshooting (e.g., Chrome, Fiddler, Charles Proxy);
- Network troubleshooting (e.g., Wireshark);
- Thread dumps and profiling (Thread dumps are native functionality within Java) (examples of profiling tools: Java Mission Control, jProfiler, VisualVM); and
- Application performance monitoring (e.g., Introscope, Java Melody, Java Mission Control, App Dynamics, New Relic).

Customer may choose and administer whichever specific tool they wish to accomplish the foregoing, provided that Customer acknowledges that Jama-recommended tools are preferred. If Customer does not implement and maintain the foregoing functionality upon Jama request, Jama's ability to provide Support and Maintenance Services may be impaired and Customer's use of the Software may be negatively impacted.

## **6) Contact Methods.**

Named representatives designated by Customer may contact Jama to provide an Error Report and request Maintenance and Support by any of the methods listed at [support.jamasoftware.com](http://support.jamasoftware.com).

Customers may have up to four (4) named support contacts per licensed production instance of the Software.

## 7) Support Hours and Days.

For Critical Severity (defined below) issues, Jama will provide Maintenance and Support Services 24 hours per day, 7 days per week, limited to on-call support on weekends and holidays. For all other severity levels, support hours are defined as 3:00 PM Sunday to 6:00 PM Friday Pacific Time, exclusive of Jama recognized holidays. A business day is Monday through Friday, Pacific Time, excluding holidays.

## 8) Response Times.

Jama will use commercially reasonable efforts to acknowledge receipt of the request within the following initial response times. Note that severity level designations may be lowered by Jama upon making available a workaround or other such solution to an Error Report.

Severity Level	Definition	Initial Response
Critical (Severity 1)	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 will provide a qualified member of its staff to begin to diagnose and to correct a Critical Severity fault and will use commercially reasonable efforts to resolve Critical Severity faults as soon as possible.  Severity 1 Initial Response Time Frame: <ul style="list-style-type: none"><li>• 2 hours</li></ul>
Medium (Severity 2)	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.	Severity 2 Response Time Frame: 24 hours
Low (Severity 3)	A Low Severity issue is any issue pertaining to a non-production instance and, for production instances, any issue that does not fall into either a Critical or Medium Severity Level above, including general usage questions, issues related to a non-production environment, or feature requests. Any request for a root cause analysis is deemed a Low Severity request.	Severity 3 Response Time Frame: 48 hours