

Support Services Policy

As referenced in the license agreement (the "Agreement") under which you obtain and are granted the right to use Cranham Haig's software (the "Software") and the applicable Order Form under which you ordered Support Services, this Support Services Policy document is the primary document used to communicate Cranham Haig's support policies. This Support Services Policy sets forth Cranham Haig's support terms and conditions, as well as provides a description of Cranham Haig's technical support levels.

1. Definitions

Capitalized terms used herein shall have the meaning set forth below, or in the Agreement, as applicable:

"Error" means an error in the Software which causes a material non-conformity of the Software with the specifications therefore set forth in Cranham Haig's published documentation (the "Documentation").

"Error Correction" means the use of reasonable commercial efforts to correct Errors.

"Fix" means the repair or replacement of object or executable code versions of the Software to remedy an Error.

"Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. Technical Contacts

Technical contacts are the liaisons between Customer and Cranham Haig for technical support for the Cranham Haig Software. Technical contacts should have, at a minimum, Cranham Haig's introductory product training, to ensure that they are knowledgeable about the Cranham Haig Software, and its operating environment in order to help resolve system issues and to assist Cranham Haig in analyzing and resolving support problems.

3. Cranham Haig Support Lifecycle

Cranham Haig's policy is to provide Support Services for each major version release of the Software for a minimum period of two years following the date on which such major version release is first made generally available to customers.

4. Support Severity Definitions

Severity 1

Customer's production use of the Cranham Haig Software is stopped or so severely impacted that it cannot continue to operate, and the Customer has experienced a complete loss of the production service. The operation is mission critical to the business and the situation is an emergency.

Severity 2

Customer is experiencing a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

Customer is experiencing a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

Severity 4

Customer is requesting information, a product enhancement, or documentation clarification regarding Cranham Haig Software.

Severity 1 technical support requests should be made via the telephone using the phone number provided by Cranham Haig. Severity 2 - 4 technical support requests may be submitted online through Cranham Haig's web-based customer support systems or by email.

5. Scope of Support Services

Maintenance Release. From time to time, Cranham Haig provides Updates of the Software to Customer that Cranham Haig makes generally available to its maintenance and support customers for no additional fee. All such Updates shall be considered "Software" and shall be subject to the terms and conditions of the Agreement.

Modifications of Software. Cranham Haig may, in its sole discretion and only pursuant to a Services Attachment executed by Cranham Haig and Customer, accommodate requests for modifications, however, Cranham Haig is under no obligation to incorporate those requests from Customer in future releases of the Software, or to provide Support Services for such modifications.

Error Correction. Cranham Haig shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of Software.

Exclusions. Cranham Haig shall have no obligation to support: (i) altered or damaged Software or any portion of Software incorporated with or into other software; (ii) Software that is not the then current release or immediately previous sequential release which is aged twelve (12) months or more since the issuance of the successive release; (iii) Software problems caused by Customer's negligence, abuse or misapplication, use of Software other than as specified in Cranham Haig user manual or other causes beyond the control of Cranham Haig; or (iv) Software installed on any hardware that is not supported by Cranham Haig. Cranham Haig shall have no liability for any changes in Customer's hardware, which may be necessary to use Software due to a Workaround or maintenance release. Cranham Haig reserves the right to change the maintenance services it offered at the end of any maintenance term. Cranham Haig shall give Customer at least sixty (60) days notice prior to implementing any such change.

DISCLAIMER OF WARRANTY. THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A SOFTWARE WARRANTY. ALL LICENSED PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.

Changes. This Support Services Policy may be updated from time-to-time and is subject to change at Cranham Haig's discretion.