

OEE Analyzer[®]

Technical Support and Software Maintenance Policies

Effective Date: January 1st, 2017

Overview

Unless otherwise stated, these Technical Support and Software Maintenance Policies apply to technical support for OEE Analyzer software application. "You" and "your" refers to the individual or entity that has ordered technical support from VIA Professional Services, S.C. ("VIAPS") directly or through an authorized distributor.

To receive technical support provided by VIAPS" as described in these Technical Support and Software Maintenance Policies, all OEE Analyzer implementations must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of OEE Analyzer licensed software program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Product release and supported platforms information for OEE Analyzer software application is available through OEE Analyzer's web-based customer support systems as described in the Web-Based Customer Support Systems section below.

These Technical Support Policies are subject to change at VIAPS discretion; however, policy changes will not result in a material reduction in the level of the services provided for OEE Analyzer supported software during the support period (defined below) for which fees for technical support have been paid.

Support Terms

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with VIAPS or an authorized distributor. Your commitment to pay is required to process your technical support order with VIAPS (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of support.

Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. Unless otherwise stated in the ordering document, OEE Analyzer technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Neither VIAPS nor the authorized distributor is obligated to provide technical support beyond the end of the support period.

Office hours

The working hours for the support tickets attention is defined from Monday to Friday from 9 - 14 hrs and from 16 - 19 hrs (GMT-6)

License Set

A license set consists of (i) all of your licenses of a OEE Analyzer software application, including any options* licensed for such programs, (ii) all of your licenses of a program that share the same source code**. Trial licenses available through OEE Analyzer support site or provided by VIAPS or an authorized distributor are not included in the definition of a license set.

*As specified on OEE Analyzer's price list.

Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of OEE Analyzer Technical Support

If technical support lapses, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the OEE Analyzer software application. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the OEE Analyzer software application; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the OEE Analyzer program per OEE Analyzer's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

Pricing following Reduction of Licenses or Support Level

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at OEE Analyzer's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported.

Unsupported Programs

Customers with unsupported licenses of OEE Analyzer software application are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

Technical Contacts

Your technical contacts are the sole liaisons between you and VIAPS for technical support of programs. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the OEE Analyzer software application and your OEE Analyzer environment in order to help resolve system issues and to assist VIAPS in analyzing and resolving support requests. When submitting a support request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist VIAPS in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify VIAPS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Basic Support Plan, you may designate one (1) primary and two (2) backup individual's ("technical contact") per license set, to serve as liaisons with VIAPS. If purchasing an Advanced Support Plan, you have the option to designate an additional two (1) primary and one (1) backup

technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

VIAPS may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

Program Updates

"Update" means a subsequent release of the OEE Analyzer software application which VIAPS generally make available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future programs that are licensed separately. Updates are provided when available (as determined by VIAPS). VIAPS is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

Lifetime Support

Lifetime Support consists of the following service levels:

- Normal Support (also referred to as, and will be documented on your ordering document as, "Software Update License & Basic Support").
- Extended Support (if offered)

A description of the services available under Normal Support and Extended Support is included in the OEE Analyzer Technical Support Levels section below.

When offered and except as noted below, Premier Support will be available for five years from the date a release of the OEE Analyzer software application becomes generally available.

If offered, support may be extended for an additional three years with Extended Support for specific releases, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Right to Desupport

It may become necessary as a part of OEE Analyzer's product lifecycle to desupport certain releases and, therefore, VIAPS reserves that right. However, OEE Analyzer software application releases that are expressly identified within OEE Analyzer's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from VIAPS.

Warranties, Disclaimers, and Exclusive Remedies

VIAPS warrants that technical support services will be provided in a professional manner consistent with industry standards. You must notify VIAPS of any technical support services warranty deficiencies within 90 days from performance of the defective technical support services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND VIAPS ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF VIAPS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO VIAPS OR AN AUTHORIZED DISTRIBUTOR FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another (“confidential information”). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

A party’s confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other’s confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

OEE Analyzer Technical Support Levels

Software Update License & Support

Program releases in the Normal Support phase of OEE Analyzer’s product support lifecycle will receive Software Update License & Basic Support, which consists of:

- Program updates, fixes, security alerts and critical patch updates

- Upgrade scripts

- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with support tickets during business hours

- Access to OEE Analyzer’s web-based customer support systems, including the ability to create support tickets online, unless stated otherwise.

- Certification with new third party products/versions

Extended Support

Extended Support may be available for certain OEE Analyzer software application releases after Normal Support expires.

When Extended Support is offered, it is generally available for three years following the expiration of Normal Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates

- Upgrade scripts

- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with service requests during business hours

- Access to OEE Analyzer's web-based customer support systems, including the ability to create support tickets online, unless stated otherwise.

Extended Support does not include:

- Certification with new third party products/versions

Web-Based Customer Support Systems

Knowledge Base

OEE Analyzer's knowledge base is filled with interesting tips, helpful configuration examples and application notes. Access to Knowledge Base System is limited to your designated technical contacts.

Support Ticket System

Access to Support Ticket System is limited to your designated technical contacts.

Tools Used to Perform Technical Support Services

VIAPS may make available collaboration tools (such as tools that enable VIAPS, with your consent, to access your computer system) and software tools (such as tools to assist in the collection and transmission of configuration data) to assist with issue resolution. The tools may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to VIAPS for the purposes of providing technical support services. In addition, the tools data may be used by VIAPS to assist you in managing your OEE Analyzer environment, for license and services compliance.

Severity Definitions

Support tickets may be submitted by you online through OEE Analyzer's web-based customer support systems or by telephone. The service request severity level is selected by you and VIAPS and should be based on the following severity definitions:

Severity 1

Your production use of the supported OEE Analyzer software application is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted

- A critical documented function is not available

- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response

- System crashes, and crashes repeatedly after restart attempts

24 Hour Commitment to Severity 1 Support tickets for all supported OEE Analyzer software applications.

Severity 2

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

Severity 3

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

Severity 4

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

Contact Information

E-mail: support@oeeanalyzer.com

Web: www.oeeanalyzer.com