

Kaazing Global Support Policies

Effective Date: 12-11-2009

OVERVIEW

This document describes how Kaazing's Global Support Services operates and the policies we follow.

To be eligible for and able to purchase technical support through Kaazing's Global Support Services for a specific product you must first license it. Licensing is available exclusively for the most current version of Kaazing products.

Information about product releases and supported platforms for all Kaazing products is available through Kaazing's online customer support system as described in the Kaazing Online Customer Support System section of this document.

Changes to this document

These Technical Support Policies are subject to change at Kaazing's discretion. Changes in the policies described in this document will not result in a material reduction in the level of the services provided for supported products during the support period (defined below) for which fees for technical support have been paid. To view changes that have been made to this document, please see this document:

<http://www.kaazing.com/support/policy-changes>.

DEFINITIONS

Pronouns

"You" and "your" refers to the individual or entity that has ordered technical support from Kaazing Corporation.

"We", "us", "our" and "Kaazing" refers to Kaazing Global Support, a department of Kaazing Corporation, dedicated to provide technical support to you in your use of our product(s).

Scope

Support Policies described in this document apply to technical support for all Kaazing's products.

Product

"Product" refers to a logical unit of software or hardware that is also licensed and sold as a unit. Entities, be they computer code or computer hardware or product documentation that Kaazing does not license separately, are referred to as a "component".

Documentation

The term "documentation" is used for any instructions, definitions, and specifications, tips, hints and help-oriented material, printed or available online and labeled as "documentation", that accompany a product.

Releases

Major Release

The term “Major Release” is used for a release of a new product or for a release of an existing product that contains significant new features or significant improvements to existing features, or both.

Maintenance Release

This term refers to a release that chiefly contains patches to defects found since the last major or maintenance release. This term is synonymous with the term “Patch Set” (see below).

Version

With the term “version” should be understood an initial, or a subsequent, revision or release of a given product.

Service Request (SR)

This term refers to a ticket logged in Kaazing’s Online Support System (KOSS). It holds information on the problem or issue it pertains to, a log of actions taken, current status, action plans and much more. It is available in a self-service fashion and via e-mail and phone. KGS staff has access to the system and uses it to track issues from inception to resolution.

Defect

Defect refers to a failure in a soft- or hard-ware product to materially perform as described in the product documentation.

Defect Report

The term “Defect report” refers to a request to fix a defect in a supported product. KGS staff will log a “Defect report” if a “Service request” is likely to be caused by a defect (or “bug”) in our product(s).

Patches

The main mechanism of delivering new versions of Kaazing’s products is through the release of patches. There are three categories of patches, simple patches, patch sets and diagnostic patches:

Patch

A patch is a single code fix meant to correct a single software defect. It has been tested and confirmed to fix a specific problem with a product. It may or may not have been certified to work well with the product as a whole. As a consequence a patch could potentially introduce new problems, reintroduce previously corrected defects, cause instability or not work well with third party components not used in the nominal testing.

Patch sets

Patch sets consists of one or more patches and has gone through and passed Kaazing’s standard regression tests. It is therefore much less likely to cause the type of problems sometimes associated with patches.

Patch sets are also sometimes referred to as “maintenance releases”.

Diagnostic patches

Diagnostic patches are made and used for the purpose of diagnosing a single, often defect related, problem. They often provide additional log and tracing capabilities but have no function outside the diagnostic exercise. They rarely include fixes and should only be used for diagnostic purposes and only as directed by KGS staff.

Third party

The term “third party” is used to denote a party other than you and Kaazing. It can be a maker of software necessary to run Kaazing’s products or a provider of services you and/or Kaazing use.

Certification

Kaazing actively tests our products with third party components like browsers, browser plugins and operating systems (OS’s) currently and commonly used in the community. If a given test is successful we call the tested combination of components “certified”. It is also a prerequisite for supporting our product(s) with third party components. See below for more information on the relationship between “certified” and “supported”.

Information about what combinations are certified by Kaazing can be found on the online support system, KOSS. See below for more information on KOSS.

Supported

The term “supported” refers to the status of a given product or product version or combination of products or versions commonly used in conjunction with Kaazing’s products.

All certified (see above for a definition of the term “certified”) products and combinations of products are supported. Minor later revisions of certified products or combinations are also supported by virtue of being minor revisions. It is assumed that minor revisions have not changed in significantly enough ways to be likely to cause problems.

Using a minor revision (version 8.0.5 of “Browser XYZ” let’s say) of a major browser version that Kaazing has certified (versions 8 of the same fictitious browser) is an example of this. Even though we may not have certified the minor revision, we support it because we have certified the major version.

Combinations of products made by a third party and which are certified by that third party for use with major revisions of products we have certified are also supported even though the specific combination may not have been certified by Kaazing.

Running Java 1.6 on a platform (or OS) Kaazing has not certified is an example of this. Even though we may not have certified our product to run on a specific flavor of Linux, as an example, we support the combination, if Java 1.6 is certified by the third party to run on the OS in question.

Program Updates

The term “update” refers to a release of a product or product version other than the initial release of the product in question. If you have a license that includes software updates for the relevant time period, Kaazing generally makes updates available for free. Updates do not include releases, options or future products that Kaazing licenses separately. Updates are provided when available (as determined by Kaazing). Kaazing is under no obligation to develop any future programs or functionality but generally

strives to do so unless explicitly stated. Updates will be made available to you for download online. Kaazing expects you to install updates at your earliest convenient time.

Unsupported products or product versions (perhaps they are in the “Inactive Support Phase” as defined in the section below entitled “Product Support Phases” or have not yet been generally released) are not eligible for updates, maintenance releases or patches. Products purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement for unsupported products, may not be used to update any such products.

Right to retire products

At the end of a product’s lifecycle Kaazing may deem it necessary to retire (or desupport) the product or product version. Information about this retirement process as it applies to a specific product or product version, including date of retirement and information about how to migrate to newer products or product versions, is posted on Kaazing’s Online Support System (KOSS). This information is subject to change.

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 you have agreed to. Your payment is required to process your technical support order with Kaazing. Failure to submit payment will result in the termination of support.

Support Period

Technical support is effective upon the effective date of your payment. Kaazing 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. Kaazing is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.

Technical Support for Development, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through Kaazing’s OEM Program. Before you may provide technical support for a program you've licensed to your end users you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Kaazing and continuously maintain it for as long as you provide support to the your end user customer.

Product Support Phases

Kaazing’s product releases go through two different phases during their lifecycle.

Active Phase

The “Active Support Phase” denotes the time during which the product is actively maintained. Products and product versions in this phase are eligible for Software Update License & Support.

Inactive Phase

The “Inactive Support Phase” follows the “Active Support Phase” in time and generally occurs 18 months (or sooner) after the release of the next major version of the product in question. Kaazing may elect to offer technical support and new code fixes for product versions in this phase but generally no technical support (as defined above) or code fixes (new or existing) will be offered for product versions designated

to be in this phase. As a consequence of this policy no new patches or patch sets will be on offer for products in the inactive support phase.

Technical Support levels

Software Update License & Support is divided into two levels:

K1 Support Level

The K1 Support Level consists of:

- Program updates, fixes and security alerts
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week, including product defect fixes.
- Access to Kaazing's Online Support System (a 24 x 7 online customer support system), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

K2 Support Level

The K2 Support Level consists of the same items as the level described above except for:

- Assistance with service requests 12 hours per day (two time periods are available to choose from) 5 days a week (Monday through Friday, local time), including diagnostic patches and product defect fixes.

SEVERITY DEFINITIONS

Service Requests for all supported Kaazing products may be submitted by you online through KOSS, by email, or by telephone. The Service Request's severity level is selected by you and Kaazing and should be based on the following severity definitions:

Severity 1

Your use of the supported programs in a production environment is blocked by what you suspect is a problem in our product(s) or it so severely impacted that you cannot reasonably continue work. You experience a complete loss of service for the whole or part of your affected system. The operation is mission critical to the business and the situation can reasonably be characterized as an emergency. A service request in this severity level has one or more of the following characteristics:

1. Data or network traffic is corrupted or not delivered
2. A critical, documented function is not available
3. System hangs indefinitely or very frequently, causing unacceptable or indefinite delays for resources or system response times
4. System crashes, and crashes repeatedly after restart attempts

Commitment to Severity 1 Service Requests for all supported programs

For customers paying for K1 Level support, KGS will respond within two (2) hours of being notified¹ of an issue and will work around the clock (often referred to as “24x7”) until the issue is resolved or as long as useful progress can be made. You must provide KGS with a contact during this 24x7 period, either on site or by an appropriate wireless device, to assist with data gathering, testing, and applying diagnostic patches and/or fixes.

For customers paying for K2 Level Support or for other support offerings than the K1 level, KGS will respond to Severity 1 Service Requests within four (4) hours of being notified of an issue and work to resolve the issue during times of its choosing.

You are requested to propose this severity classification with great care, so that valid (as defined above) Severity 1 situations obtain the necessary resource allocation from Kaazing.

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.

Escalation of Severity 2 issues

During times when there are more issues than Kaazing has staff to handle, issues are prioritized according to an algorithm that, among other factors, take into account the Severity of the issue (lower severity takes precedence), the issue age (higher age takes precedence) and the number of customers affected by the same issue. It also takes into account the escalation status of an issue. Only issues of Severity 2 can be escalated. Once an issue is escalated it takes precedence before other Severity 2 issues.

For customers paying for K1 Support Level, KGS will accept an unlimited number of escalation requests. At the K2 Level, KGS will accept 12 escalation requests per 12 months. For customers not paying for either of the above mentioned 2 levels, Kaazing accepts no escalation requests.

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 our software but there is no impact on the operation of the software. You experience no or nominal loss of service. The effects of the problem do not impede the operation of any system.

Escalation process

Escalating an issue is marking it as important or urgent or both. It is a formal process that involves creating an escalation request ticket which. The request will be reviewed by the Support Manager on duty. Once approved, the original Service Request will be marked as escalated and receive priority handling during the rest of the resolution process.

¹ Via telephone, voice-mail, e-mail or a Service Request ticket being logged in the online support system (KOSS)

Contact Kaazing Global Support

Phone numbers and contact information can be found on Kaazing's support web site at <http://www.kaazing.com/support/contacts>.

EXPECTATIONS

What you can expect from Kaazing Global Support

Kaazing's Global Support organization ("KGS") activities include, but are not necessarily limited to, assistance with installing our products, developing products based on ours, deploying and running our products as well as assistance with diagnosing, analyzing and resolving problems encountered while using our products.

Technical Support is provided for issues (including problems created by you) that are shown, by you, to negatively affect the currently supported release(s) (they are in the "Active Support Phase" as defined in the section entitled "Product Support Phases") of a Kaazing product you have licensed, running unaltered, and on appropriate hardware, operating system configuration, browsers and Java Virtual Machines, as specified in your order or relevant product documentation.

Technical support is not generally available for

- Products or product versions not yet released
- Products that are explicitly labeled "unsupported" or "not supported". Examples of this category are demo versions, alpha- and beta-versions and pre-releases.
- Products or versions designated to be in the "Inactive Support Phase" (desupported products or versions).
- Problems occurring while using products not developed or maintained by Kaazing, if the problem also occurs when Kaazing's product(s) is not involved.
- Problems encountered while using our products in a way that they were not intended for, unless the same problem also occurs when our product *is* used as intended. KGS may elect to assist in this type of situation even if our product is used in an inappropriate way.
- Problems encountered while using third party components not certified by Kaazing. KGS may elect to assist in this type of situation even if our product is used in this way. See the section entitled "Certification" under "Definitions" for further information about certifications.
- Using a product made by us that has been altered or modified in any way by anyone except persons authorized, in writing, to do so by Kaazing.
- Problems that are not related to defects, as defined above in the section entitled "Definitions".
- Problems due to improper installation of the product.
- Problems due to accidents, unusual environmental, electrical, magnetic or other unforeseen factors.

Kaazing may elect to provide assistance for problems that fall into the categories described above if circumstances warrant it. We may also elect not to provide assistance in these cases.

What we expect of you

Establish “First Line Support”

We recommend that you establish and maintain an organization and processes to provide “First Line Support” for the supported programs directly to your users.

First Line Support typically includes

1. direct response to users with respect to problems or issues with supported products,
2. diagnosis of problems or issues,
3. resolution of such problems or issues.

If, after reasonable efforts, you are unable to diagnose and/or resolve problems or issues of the supported programs, you are encouraged to contact Kaazing for “Second Line Support”. Providing KGS with necessary access (for example access to repository files or error or log files) greatly facilitate resolution.

“Second Line Support” typically includes (but may not be limited to)

1. diagnosis of problems or issues of supported products,
2. reasonable efforts to resolve reported and verifiable errors in supported products so that the programs perform the functions, in all material respects, described in the product’s documentation.

Kaazing may review service requests logged by your technical contacts, and may recommend training specific organization and/or process changes to assist you with the above recommended standard practices.

Name a limited number of Technical Contacts

Your technical contacts are the sole liaisons between you and KGS for technical support of our products. Kaazing recommends that your technical contacts are trained representatives of your company. Such training should include initial basic product training and, as needed, additional training appropriate for a specific role or implementation phase, specialized product usage, and other functions such as migration and upgrades. Your technical contacts should be knowledgeable about Kaazing’s products used by your organization and your environment as it pertains to the usage of Kaazing’s products in order to help resolve issues and to assist Kaazing in analyzing and resolving service requests made to KGS.

When submitting a service request, your technical contact should have at least a basic understanding of the problem(s) you have encountered and an ability to reproduce the problem in order to assist KGS in triaging, diagnosing and resolving the problem.

To avoid interruptions in support services, you are encouraged to notify KGS whenever technical contact responsibilities are transferred to another individual.

With the order of K1 Software Update License & Support, you may designate one (1) primary and four (4) backup individuals (“technical contacts”) per license, to serve as liaisons with KGS.

With the order of K2 Software Update License & Support, you may designate one (1) primary and two (2) backup individuals (“technical contact”) per license.

Your primary technical contact should ideally be responsible for supervising all your service request activities. He/she should also oversee development and deployment of troubleshooting processes and diagnosis and resolution guidelines and standards in your organization. The backup technical contacts

shall be responsible for resolving user issues caused by inappropriate use of Kaazing's product(s). For an additional fee Kaazing may agree that you can name additional technical contacts.

We expect you to have a knowledgeable technician (ideally one of your named technical contacts) available at the hours of the day when Kaazing has agreed to work on the issue you have reported.

Kaazing may go over service requests logged by your technical contacts, and may recommend specific training in an effort to reduce the overall number of service requests.

Additional Contacts

If you wish to nominate additional backup contact individuals, please contact Kaazing (sales@kaazing.com).

When filing a Service Request

You can file a Service Request in several ways:

1. By using Kaazing's Online Support System ("KOSS") and creating a Service Request ticket yourself, self-service style.
2. By emailing support@kaazing.com
3. By calling Kaazing at our toll free number and either
 - a. Leave a voice mail. A ticket will be automatically created with your message added as a sound file.
 - b. Talk to an analyst who will create the SR ticket for you

While all three methods are available to you, we would prefer that you create tickets using the online system.

License Identifier

When filing a new service request (an SR) you must present the Support License Identifier, a unique key that you were given when purchasing a Support License. It entitles you to contacting KGS and identifies you to our system.

Reproduction

Test cases, a set of software programs and/or hardware designed to demonstrate the nature of a specific issue, should be as small and as comprehensible as possible. Any dependencies (including, but not limited to, code libraries, databases and authentication services) unnecessary in the reproduction of an issue should, if at all possible, be removed from the test case. Kaazing's technicians will make a best effort attempt at working with all submitted test cases but we expect you to reduce the size and complexity of test cases to the best of your ability before handing it over to us.

Kaazing's Support technicians are trained in the use and configuration of our products and have a working knowledge of many technologies and products that may show up alongside or that are directly involved in the use of Kaazing's products. They may however not be sufficiently skilled to assist or set up specific third party products or technologies. You are expected to provide us with complete instructions or a complete test case that show the full nature of a given problem. Kaazing will make a best possible effort to make the test case work. It is ultimately your responsibility however, to make a test case work. Any problems with products or technologies unrelated to Kaazing's offerings that keep us from reproducing a reported problem are ultimately your responsibility to resolve.

This includes, but is not limited to, security measures such as certificates and single sign-on servers, proxy servers and firewalls, SSL accelerators and optimizers, third party code libraries used in an application and database schemas and user stores.

Other Information

Other information to bring when filing a ticket includes:

- Details about Kaazing products and versions used when encountering the problem
- Details about third party components and versions used
- Details about changes recently made to the environment used
- Description of expected and actual results

Promptness in reporting and execution

Kaazing expects you to promptly report problems to KGS. Once a fix for a reported is available we also expect you to install the correction, be it a patch, a patch set or a major release, at your earliest convenience.

Severity designation

You have the right to determine what severity a given issue has. KGS staff will not change the severity unless you agree to the change. If you raise the severity of an issue to the highest level, Severity 1, Kaazing expects you to make at least one of your named technical contacts available during the time period you have licensed support for. In other words: if you have licensed K1, 24/7 support, a technical contact should be available around 24 hours a day while the issue is active. For a K2 support license the technical contact should be available during the 12 hour period you have chosen.

K2 level business hours

If you have purchased a K2 Level Support license, Kaazing expects you to use the Support Center with the most daylight hours overlapping with the daylight hours where you are located. Following this policy will greatly facilitate a speedy resolution of Service Requests.

KAAZING'S ONLINE SUPPORT SYSTEMS

The following policy for Kaazing's Online Support System (KOSS) applies to all Kaazing's products:

KOSS is an online customer support system. Access to KOSS is limited to your designated technical contacts. Access to KOSS is included with all levels of Software Update License & Support.

ADDITIONAL TOOLS

Kaazing may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Kaazing, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

TERMS

Privacy policy

Kaazing will provide technical support in accordance with Kaazing's privacy policy available at <http://www.kaazing.com/privacy>.

Reinstatement of Kaazing Technical Support

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 125% of the last-paid support fee, or 125% of the last-published list technical support price for the licensed program, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied.

Warranties, Disclaimers, and Exclusive Remedies

KAAZING WARRANTS THAT TECHNICAL SUPPORT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. YOU MUST NOTIFY KAAZING 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 KAAZING'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF KAAZING CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO KAAZING FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESSED 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. KAAZING'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID KAAZING UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID KAAZING FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

Nondisclosure

During and after the term of this agreement, each party will: (a) use the other party's confidential information solely for the purpose for which it is provided; (b) not disclose the other party's confidential

information to a third party unless the third party must access the confidential information to perform in accordance with this agreement and the third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this section 8; and (c) protect the other party's confidential information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own confidential information of a similar nature.

See section 8 of the support license agreement for more information on nondisclosure.