

SUPPORT TERMS AND CONDITIONS FOR MARKLOGIC PRODUCTS

The terms and conditions set forth herein (“**Support Terms**”) are supplemental to any Order Document and/or license agreement between Customer and Progress Software Corporation (or its Affiliate) (“**Supplier**”) that references the Support Terms. “**Order Document**” means the document executed by Supplier and the party making the purchase (“**Customer**”), pursuant to which Customer orders and Supplier accepts to supply Software and/or Support. In the event of any conflict by and among the license agreement between Customer and Supplier, the Order Document and/or these Support Terms, the order of precedence will be: first, the Order Document; second, these Support Terms; and third, the license agreement between Customer and Supplier. Any capitalized terms used but not defined in these Support Terms will have the meaning ascribed to them in the Order Document or above referenced license agreement.

Support is provided for issues that are demonstrable or reproducible in the currently supported release(s) of a MarkLogic licensed product (“**Software**”), running unaltered in a Supported Configuration.

A Supported Configuration is a configuration of hardware, operating system, and additional integrated software components (e.g. monitoring tools, BI tools, etc.) that are described as supported in the Documentation, available at <http://docs.marklogic.com>.

Support is provided to registered Support contacts only and Customer can designate up to five (5) Support contacts within its organization. Support contacts are transferrable to others within Customer's organization or who are acting on behalf of its organization, and Customer may change its Support contacts at any time.

Registered Support contacts can contact Supplier Technical Support and submit incidents via email, Web or phone, per the contact instructions provided in Supplier's Support Handbook, available at <http://help.marklogic.com>

SOFTWARE UPDATES

Customer Support contacts are notified via email when Updates become available. Supplier will provide download information; Customer is responsible for downloading and installing the Updates.

Supplier uses a four-place numbering scheme to designate released versions of Software. The format is VV.RR-MM.PP, where V indicates the version, R indicates the release level, MM indicates the maintenance level, and PP indicates the patch level, if any. An example would be Version 7.0-1. Major and minor releases are indicated by a change in the VV.RR portion of the number. Service and patch releases are indicated by a change in the MM.PP portion of the number.

When a major or minor release is made available, Supplier will provide Support for that major or minor release for a minimum of 36 months from its release date, including maintaining Support for configurations described as supported when it was released.

When a major or minor version of the Software nears its desupport date, Supplier will provide a desupport notice to all Customer Support contacts via email. Such desupport notices will be provided a minimum of 12 months prior to the desupport date. Once a major or minor version of the Software reaches its dessupport date, Support will no longer be available for such major or minor version of the Software.

TECHNICAL SUPPORT

Technical Support consists of assistance with unlimited Support requests and includes 24 x 7 email and telephone support for Urgent issues (see below), or during standard business hours for all other issues. Standard business hours are 9 a.m. to 5 p.m., in the Customer's local time zone.

Customer and its assigned Supplier Support engineer will work together to assign the appropriate Case Priority level to Customer's service request. Supplier Support engineer will classify Customer's Support need and the Case Priority according to the following criteria:

Case Priority	Incident Severity	Response Time	Work Commitment
Urgent	A production system or major application in production is completely unavailable or seriously impacted with no reasonable workaround.	1 hour	24 x 7
High	A system or major application is impacted in a way that could cause significant business impact if not corrected promptly, and there is no reasonable workaround.	4 business hours	During business hours
Medium	A system or application is moderately impacted but is operating within acceptable service levels, or a reasonable workaround exists to keep the system operating within acceptable service levels.	1 business day	During business hours
Low	Non-critical issues, general questions, enhancement requests.	3 business days	During business hours

Response Time is the time it takes to answer the initial contact on a Support request and assign it to a qualified Supplier Support engineer. Work Commitment is a commitment on the part of both Supplier and the Customer to work the incident during the specified period until it is resolved.

CUSTOMER RESPONSIBILITIES

Customer will provide supervision, control and management of the use of the Software. In addition, Customer will implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment. Supplier will not be responsible for any loss of information or data while performing Support.

When providing information for a Support request, Customer should only provide to Supplier information that is required to provide Support and which is cleared of confidential or other sensitive information. Supplier does not require Protected Health Information (PHI), Payment Card Industry (PCI) information, or Personally Identifiable Information (PII) to provide Support Services and Customer should not forward any of such types of information to Supplier in connection with a Support request. At all times, information provided to Supplier in the course of Support will be handled in accordance with the Privacy Policy available here: <https://www.progress.com/legal/privacy-policy>. Similarly, any information collected via telemetric functionality enabled by users of the MarkLogic Server product will be handled in accordance with the above-referenced Privacy Policy.

Customer will document and report to Supplier any Errors or malfunctions of the Software and will provide Supplier with all relevant and requested information regarding such Errors or malfunctions. Customer will take all steps necessary to carry out procedures for the rectification of Errors or malfunctions within a reasonable time after such procedures have been received from Supplier.

Customer will properly train its personnel in the use and application of the Software and the Equipment on which it is used.

Customer will be responsible for and will remain current on all maintenance and support contracts for the non-Supplier components within their operating environment (i.e., operating systems, hardware, third party software). Amazon Web Services Marketplace customers will require business level support or higher from Amazon Web Services.

Should Customer opt to not fully meet or perform its responsibilities as outlined above, Supplier's ability to provide Customer with full and complete Support under these policies will be significantly impaired. In this situation, Supplier's sole obligation will be to use its good faith reasonable efforts to provide Support.

Software may ship with sample applications ("Sample Software"). Additionally, Sample Software may be available on Supplier's Web sites or on other Web sites managed by 3rd parties. Supplier is under no obligation to support Sample Software and it shall be offered "as is" without a warranty expressed or implied. Supplier is not responsible for Support with respect to Sample Software. Supplier does not guarantee the publication or availability of any Sample Software within or between major, minor and Support releases. Supplier is not responsible for any consequences resulting from the use of Sample Software. Sample Software is employed solely at the Customer's risk and should be thoroughly tested before use in a production system.

ADDITIONAL TERMS:

Supplier reserves the right to update these Support Terms from time to time by posting a revised version at <https://www.progress.com/legal>. In the event Supplier revises these Support Terms in a manner that would result in a significant reduction in the level of Support provided for the Software, or Supplier designates the Software as End of Life (EOL) and discontinues Support for the Software, then such changes will not apply during any then current annual Support period purchased by Customer ("**Current Annual Support Period**"). Such changes will take effect at the start of the annual Support period immediately following Supplier's release of the updated Support Terms ("**Next Annual Support Period**") or, in the case of discontinuation of Support due to the Software EOL status, at the expiration of the Current Annual Support Period. Supplier's discontinuance of Support of prior releases of the Software in accordance with the "Software Updates" section above will not be construed as a discontinuation of Support for the Software pursuant to this paragraph or the sub-paragraphs below. If Customer has prepaid to Supplier one or more annual Support periods beyond the Current Annual Support Period, then the following applies:

- (i) If Supplier revises or updates these Support Terms in accordance with the preceding paragraph and Customer does not agree with the revisions, then Customer may terminate the prepaid annual Support periods, and obtain a prorated refund of the annual Support fees Customer has paid for the unused portion of the prepaid annual Support periods beyond the Current Annual Support Period, by providing Supplier written notice of such termination within thirty (30) days of the commencement of the Next Annual Support Period.
- (ii) If Supplier has discontinued Support for the Software due to the Software EOL status, then Supplier reserves the right, at any time at or after the expiration of the Current Annual Support Period and upon written notification to Customer, to cancel Customer's prepaid annual Support periods and refund to Customer the unused portion of the prepaid annual Support fees as of the date Supplier provides such written notification.