

# Actuate Customer Maintenance Offerings and Service Level Objectives for Perpetual Licenses

# **Customer Support Objectives**

To ensure that our customers are successfully achieving their business objectives with Actuate products, Actuate Customer Support is committed to provide the highest quality of service to each and every one of our customers through dedication, expertise, innovation, and professionalism.

# **Maintenance Agreement**

In order to receive service from Actuate Customer Support, a current maintenance agreement must be in place. Actuate Customer Support cannot guarantee immediate assistance to customers who allowed their maintenance agreement to lapse or to those customers who chose not to purchase a maintenance agreement.

## **Customer Support Policies**

Actuate Customer Support consists of answering questions about the operation of the software, providing information about known defects and workarounds, accepting new defect reports, and providing general recommendations about how to best use the product. Our means of communication with our customers vary depending on the support plan.

While there is no explicitly defined limit on the number of support hours a customer may receive, more extensive analysis and advice about how to use the software is considered to be consulting, and is not part of the standard support arrangement.

A maintenance agreement consists of software updates that may contain product enhancements and/or fixes for defects. Such updates are provided at Actuate's discretion. New products identified as such by Actuate are not covered by an existing maintenance agreement, and must be purchased separately.

## **Actuate Licensing**

The Actuate Licensing organization maintains customer information including contact details, products licensed, and maintenance status. Actuate Licensing works closely with the Accounting and Support organizations to ensure the accuracy and completeness of customer data. For questions regarding maintenance status, product delivery and related information, please contact licensing@actuate.com.

# **Supported Products and Obsolescence Policy**

Actuate is committed to providing the highest quality products and support services for our products. To this end, we strive to continually improve and enhance our products with the most resources dedicated to our most current release. For a detailed explanation of our product obsolescence policy and supported third party products, please visit our support website at <a href="http://support.actuate.com/documentation/spm">http://support.actuate.com/documentation/spm</a>. Actuate will use reasonable commercial efforts to respond, based on the severity of the problem and in accordance with its Service Level Objectives, to Licensee's request for assistance in fixing problems with the Software.

# **Customer Support Maintenance Offerings**

Actuate provides a range of Support Plans in order to meet the needs of varying customer situations. These are:

#### **Basic Maintenance**

Purchasing the Basic program allows unlimited access for 12 months to releases of the licensed Actuate products for product enhancements and maintenance updates from our secure web site

#### Package Includes:

- Unlimited access to Actuate user forums
- Access to self-help portal
- Online software updates

#### **Bronze Maintenance**

This economical option is for organizations that need basic services that allow the ability to reach out to Actuate Customer Support for assistance when the need arises.

#### Package includes:

- Access to local customer support call center during business hours (Email/Web/Phone)
- Web-based case submission and review
- Unlimited access to Actuate user forums
- Access to self-help portal
- Online software updates

#### **Silver Maintenance**

The Silver option is for organizations that need an elevated level of service beyond the Bronze option to ensure successful development, deployment, and maintenance of Actuate applications. The Silver option covers you every step of the way in the development and deployment life cycle, from implementation to follow-up telephone and email support.

#### Package includes:

- Unlimited access to local customer support call center during business hours (Email/Web/Phone)
- Web-based case submission and review
- Unlimited access to Actuate user forums
- Access to self-help portal
- Online software updates

#### **Gold Maintenance**

The Gold option is a good choice for organizations that require support for mission-critical reporting applications. This option provides around-the-clock support for down systems in production in addition to the services included in the Silver option.

#### Package includes:

- 24x7 support for down systems in production
- Access to local customer support call center during business hours (Email/Web/Phone)
- Web-based case submission and review
- Unlimited access to Actuate user forums
- Access to self-help portal
- Online software updates

#### **Platinum Maintenance**

Our highest level of support, the Platinum option is for organizations that require highly personalized service for mission-critical environments. An account manager is assigned to your account to be intimately familiar with your environments in order to identify and prevent possible problems. The account manager's primary task is to ensure successful and timely deployments and maintain the stability of your environments.

#### Package includes:

- Account Manager
- Account Manager onsite visits (twice per year)
- Professional Services on-site support five days per year, on-site visits by our experts
- Weekly case report
- 24x7 support for down systems in production
- Access to local customer support call center during business hours (Email/Web/Phone)
- Web-based case submission and review
- Unlimited access to Actuate user forums
- Access to self-help portal
- Online software updates

#### **Extended End of Life (EEOL)**

Actuate understands that migrating to a new software release can require significant planning, coordination, and time to complete. In order to ensure the success of our Silver, Gold, and Platinum customers who are using a retired version of an Actuate product, we offer Extended End of Life support, which allows such customers to receive assistance from Actuate Customer Support on retired Actuate versions, for an extended period of time. The EEOL offering provides additional flexibility in scheduling the migration effort from retired versions of Actuate products. If a customer orders EEOL, the customer must pay EEOL fees for the period commencing on the date that such Software version was retired by Actuate through the date that is one (1) year following the date that such EEOL services are ordered.

#### Overview of EEOL:

- Available only for the Silver, Gold and Platinum maintenance plans. EEOL is not available for Performancesoft Suite and Open Source BIRT products.
- Typically available for up to 3 years from the retirement date of that major release family
- Not available for legacy or discontinued Actuate products in any release
- The terms of Extended End of Life are described in the Supported Products and Obsolescence policy

Customer Support Maintenance Offerings								
Maintenance Plan <sup>1</sup>	Basic	Bronze	Silver	Gold	Platinum			
SLOs: Special Terms	No	Limited	Full	Full	Full			
Unlimited Incidents		5/year <sup>2</sup>	•	•	•			
Unlimited Contacts	•	•	•	•	•			
Phone Local Support Center		•	•	•	•			
Email Local Support Center		•	•	•	•			
Self-Help Portal	•	•	•	•	•			
Moderated Forums	•	•	•	•	•			
Online Software Updates4	•	•	•	•	•			
Account Manager					•			
On-site Visits (2/year)					•			
Professional Service Days (5/year)					•			
Weekly Case Report					•			
24x7 Support: Priority 1 <sup>3</sup>				•	•			
English Language Support †	•	•	•	•	•			
French Language Support †			•	•	•			
German Language Support †			•	•	•			
Japanese Language Support †			•	•	•			

Maintenance Services are to be renewed annually unless either Licensee or Actuate elect not to renew them. Actuate disclaims any responsibility for ensuring that Customer is compliant with its Actuate license agreements. Such responsibility rests solely with Customer.

<sup>&</sup>lt;sup>1</sup>Basic and Bronze maintenance plans are not available for BIRT Performance Scorecard products.

<sup>&</sup>lt;sup>2</sup>A package of 5 incidents (expires one year after the purchase date)

<sup>&</sup>lt;sup>3</sup>24x7service is provided only in English

<sup>4</sup>Online software updates are not available for Eclipse BIRT

 $tBIRT\ Performance\ Scorecard\ and\ open\ source\ BIRT\ product\ support\ is\ currently\ available\ in\ English\ only.\ Support\ for\ the\ Xenos\ line\ of\ products\ is\ provided\ only\ in\ English\ only.$ 

# **Customer Support Definitions and Service Level Objectives**

#### Services Included in a Maintenance Plan

Customers with current Maintenance Services are entitled to access Customer Support as described in their specific Support Plan and receive online software updates, new versions and patches. Delivery of license keys for products properly licensed by the customer is also a benefit of the Maintenance Service.

# Pricing following Reduction of Licenses or Maintenance Services Level

Pricing for Maintenance Services is based upon the level of Maintenance Services and the volume of licenses for which Maintenance Services is ordered. In the event that Maintenance Services on a subset of licenses are terminated or if the level of Maintenance Services is reduced, Maintenance Services for the remaining licenses will be priced at Actuate's list price for Maintenance Services in effect at the time of termination.

# Reinstatement of Actuate Maintenance Services

In the event that Maintenance Services lapses, upon the commencement of Maintenance Services, a reinstatement fee will be assessed. The reinstatement fee is equal to (i) all the back Maintenance Services fees that would have been due if your Maintenance Services had not expired/been terminated, (ii) one year of going forward Maintenance Services, and (iii) an activation charge. The back and going forward Maintenance Services fees will be calculated at Actuate's then current list price for Maintenance Services at the time of reinstatement. The activation charge will be calculated at 20% of the annual go forward Maintenance Service fee for the lapsed product(s).

#### **Deployment**

If Maintenance Services are ordered or renewed for a given project or application then Maintenance Services must be ordered or renewed for all Software corresponding to such project or application, regardless of Deployment Type. For example, if Licensee renews Maintenance Services for the Production Software for its payroll application then Licensee must renew Maintenance for the Development Software for such payroll application.

#### **Definition of an Incident**

An Incident is a single, reproducible, discrete technical problem or symptom, which cannot be reasonably divided, and which is not overly broad in scope.

Multiple unrelated issues cannot be stacked into one Incident. Actuate Customer Support will use reasonable judgment to decide the number of Incidents to be associated with multiple reported issues or if an Incident is too overly broad in scope.

#### **Support for a Custom Application**

Custom Applications are developed by the use of custom code in conjunction with the Actuate product. These Custom Applications may have been developed from scratch or based upon an example supplied by Actuate.

With regards to Custom Application, Actuate's support service extends to:

- Determining if the problem is with the core Actuate product or with the Custom Application. If the issue is with the Custom Application, we will try to offer some suggestions, but ultimately, it is the customer's responsibility to resolve any errors generated by the Custom Application.
- Having Actuate Customer Support answer specific questions regarding documented properties, methods, events, function calls and parameters.

Actuate Customer Support only provides assistance with the types of issues noted above in regards to a Custom Application. We do not support a Custom Application written by the customer, an Actuate Professional Services consultant, or an independent consultant.

#### **Case Submission Procedure**

Actuate Customer Support highly recommends our Bronze and Silver maintenance customers prepare a minimal reproducible case before contacting support. A Temporary Fix Service Level Objective begins upon Actuate's receipt of a reproducible test case, which can be used to manifest the issue. Along with a minimum reproducible case, information about your environment should also be included with your submission.

#### Definition of a minimum reproducible case

A minimum reproducible case is a complete workflow or package that a customer support engineer can follow or utilize to reproduce the encountered problem. The package should also contain details of the environment, which exhibits the problem. In addition, associated files (e.g. sample reports, sample data source, log files, and so on) must be forwarded to Actuate Customer Support if a full technical review is necessary.

#### **Case Closure Policy**

The following are possible reasons for case closure. One of the following alone could lead to a case closure.

- The customer decides to close the case.
- Actuate Customer Support is waiting for a response from the customer and the case has been outstanding with no activity for 3 business days without a response from the customer.
- The identified problem is deemed to be a product defect or enhancement request. In these cases, a defect or enhancement request is logged and the case is closed.
- The problem is identified as not related to the Actuate product.
- A solution was provided and the customer is satisfied with the resolution.
- The reported problem is a duplicate of an existing case.

#### **Acknowledgment**

Acknowledgment is defined as a contact by either email or phone to advise of the receipt of a issue reported by a customer.

#### **Initial Response**

Initial response is defined as contact by either email, phone or web update by a trained Customer Support professional to gather additional information about a customer reported issue, to determine the steps to reproduce the problem, or to possibly provide a solution to the reported problem.

#### **Status Frequency**

This is the frequency with which Actuate Customer Support will update our customers on their open support issues. This frequency may be extended by mutual agreement between the customer and Actuate Customer Support.

#### **Temporary Fix**

The assigned Customer Support Engineer will continue to work on a case until an acceptable solution is made or one of the conditions is met per the Case Closure Policy.

#### **Service Level Objectives - Bronze Support Plan**

The following table summarizes Actuate Customer Support's Service Level Objectives for the Bronze support plan. A Temporary Fix Service Level Objective begins upon Actuate's receipt of a reproducible test case, which can be used to manifest the issue.

Service Levels	Priority 1	Priority 2	Priority 3	Priority 4
Acknowledgment	2 hours	3 hours	3 hours	4 hours
Initial Response	3 hours	8 hours	8 hours	12 hours
Status Frequency	Every 2 days	Every 4 days	Every 5 days	Every 7 days
Temporary Fix	Up to 7 days	Use commercially reasonable effort to provide relief in a future release	Use commercially reasonable effort to provide relief in a future release	At the discretion of Actuate

Note: All P1 and P2 Deployments must be logged via a phone call to the designated Actuate regional Support Call Center to obtain the Service Level Objectives. Both hours and days listed in the table above are relative to the customer's Actuate regional Support Call Center (excluding holidays). Actuate Support call centers are closed on local holidays of their respective countries.

#### **Customer Support Definitions**

#### **Priority 1: Down Production System**

The Actuate system is failing in a production environment resulting in a complete loss of productive capability. This type of problem severely impacts the customer's business objectives. An example of a down production environment is a complete failure of the ability to deliver reports to end users.

#### Priority 2: Major Feature Failure

One of the major functions or features of the Actuate system is failing. Such a failure could impact the production environment where it renders the production environment less than 50% available/productive. An example of a major feature failure is a failure of a small number of reports to run in a production environment.

#### Priority 3: Feature Is Not Working As Documented

A feature in the Actuate software is not behaving as documented by Actuate. The problem could be pertaining to the production or development environment.

#### **Priority 4: Minor Problem or General Questions**

These problems are of a general nature and are not related to a system failure. These problems generally pertain to how the Actuate software should operate.

#### Service Level Objectives - Silver, Gold, Platinum Support Plans

The following table summarizes Actuate Customer Support's Service Level Objectives for the Silver, Gold, and Platinum support plans.

Service Levels	Priority 1	Priority 2 Deployment Stoppage	Priority 2 Major Feature Failure	Priority 3	Priority 4
Acknowledgment	15 minutes	15 minutes	3 hours	4 hours	4 hours
Initial Response	30 minutes	1 hour	6 hours	6 hours	8 hours
Status Frequency	Every day	Every day	Every 3 days	Every 5 days	Every 7 days
Temporary Fix	1 day	2 days	8 days	10 days	12 days

Note: All P1 and P2 Deployments must be logged via a phone call to the designated Actuate regional Support Call Center to obtain the Service Level Objectives. Both hours and days listed in the table above are relative to the customer's Actuate regional Support Call Center (excluding holidays). Actuate Support call centers are closed on local holidays of their respective countries.

#### **Customer Support Definitions**

#### **Priority 1: Down Production System**

The Actuate system is failing in a production environment resulting in a complete loss of productive capability. This type of problem severely impacts the customer's business objectives and requires rapid response and resolution. Examples of a down production environment are a non-recoverable server crash or the complete failure of one of the Actuate system components.

#### Priority 2: Deployment Stoppage

The Actuate system is failing in a pre-deployment environment that will result in a significant delay in the deployment of the customer's system into production. This type of problem severely impacts the schedule of the rollout of the customer's production system. Typically, the problem will have to occur in a period where all implementations are completed and the customer is in the process of testing the production environment or the staging environment just prior to going into production.

In addition, if Customer has any problem during the first installation of an Actuate product, the problem will fall into this priority. Installation problems, typically, encompass situations where install scripts or programs failed to run or the product failed to start after the installation process completed.

#### Priority 2: Major Feature Failure

One of the major functions or features of the Actuate system is failing. This type of problem also requires rapid response and resolution. Examples of a major feature failure are the failure of reports to run or the return of incorrect results by an Actuate API function.

#### Priority 3: Feature Is Not Working as Documented

A feature in the Actuate software is not behaving as documented by Actuate. Productive work can continue but the Actuate software is not performing to specification and a remedy is required.

#### **Priority 4: General Questions**

These problems are of a general nature and pertain to how the Actuate software should operate in both a production and development environment. This category also includes feature requests for subsequent releases.

# **Enterprise Reporting and Eclipse BIRT Contacts**

#### Worldwide e.Support Portal: http://support.actuate.com

North America
Email: support@actuate.com

Phone: +1-650-645-3030

Hours of Operation: 6 am to 6 pm (PST), Monday - Friday (except US public holidays)

Mail: Actuate

951 Mariners Island Boulevard

San Mateo, CA 94404

Tel: (888) 422-8828

Web: http://www.actuate.com

European Support Centre

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International toll-free number, accessible

from any European country

France

Email: support.emea@actuate.com

Phone: +800 6060 2020 or +41 26 425 50 16

Hours of Operation:

9 am to 6 pm (GMT+1), Monday - Friday

Germany

Email: support.emea@actuate.com

Phone: +800 6060 2020 or +41 26 425 50 17

Hours of Operation:

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United Kingdom

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#### **Asia Pacific**

Email: apacsupport@actuate.com

Toll Free Phone Numbers:

Singapore: +1800 331 1801
Hong Kong: +800 96 3595
Malaysia: +1800 806 024
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<sup>\*\*</sup>Hours of operation are subject to the local countries' time zone adjustments due to summer hours and local holidays\*\*

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Hours of Operation:

Our North American location is open from 8:00 a.m. to 8:00 p.m Eastern Standard Time (EST) Monday through Friday excluding holidays (Canada).

Our United Kingdom and Europe locations are open from 9:00 a.m. to 5:00 p.m. (Greenwich Mean Time) Monday through Friday excluding holidays (United Kinadom).

Voice messages left between 5:00 pm and 8:00 pm EST are automatically sent to a Support Consultant in North America by pager.

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\*\*Hours of operation are subject to the local countries' time zone adjustments due to summer hours and local holidays\*\*

