

INTLAND SOFTWARE SUBSCRIPTION AND SUPPORT AGREEMENT

This Subscription and Support Agreement ("Agreement") is a legal agreement between Intland Software ("Intland"), a German company and the individual or entity ("End User") using and/or accessing the codeBeamer ALM Software ("Intland products"). Intland shall provide Subscription and Support Services in accordance with the terms of this agreement. Such terms may be amended from time to time by Intland Software.

1. Definitions

- a) **Production System** means the Software that is being used as a regular part of actual day to day business operations of Licensee.
- b) **Services** refers to the Subscription and Support Services listed in this document.
- c) **Version Number** is a three-part version number in the form of A.BB.CCC which identifies Releases of Intland products.
- d) **Major Release** means a version released to correct any Software Failures, to add functionality and/or to add new features to the Software, and is represented by the 1st digit [A].BB.CCC in the Version Number (i.e. 4.1 to 5.0).
- e) **Minor Release** is a version released to correct any Software Failures and/or add features to the Software and is represented by the 2nd part A.[BB].CCCC in the Version Number (i.e. 4.1 to 4.20 or 5.0 to 5.1).
- f) **Maintenance Release** means a version released to correct any Software Failures and is represented by a change in the third part A.BB.[CCCC] of a Version Number (i.e. 4.1.1 to 4.1.22 or 5.0 to 5.0.11).
- g) **Hotfix** means a patch created by Intland to address a specific Software Failure for a single customer. Hotfixes will not automatically be made available to customers until they are rolled up into a Major, Minor or Maintenance release.
- h) **Incident** means bug or failure reported (See §8) by Licensee to Intland as a result of a reproducible operational deviation of the Software from the Software specifications.
- i) **Business Hours** are 9:00 AM to 17:00 PM CET (GMT +1), Monday through Friday, excluding German national holidays. For information on German public holidays, see: http://en.wikipedia.org/wiki/Public_holidays_in_Germany
- j) **Workaround** means a Hotfix or other method used to avoid the Software Failure.

2. Scope of the Services.

Services shall only be provided for Intland products specifically licensed to the Licensee under a valid Intland SOFTWARE LICENSE AGREEMENT. When Licenses are purchased with Subscription and Support Services "Service", then SERVICE is available for a period of 12 months. The SERVICE contract shall be automatically renewed at the end of the initial year and thereafter for additional one year periods, unless and until either party gives written notice to the other party not less than ninety (90) calendar days before the end of the contract period.

During the term of the SERVICES, Licensee is entitled to any Major Release, Minor Release, and Maintenance Release issued during the term of the SERVICES at no additional costs.

Hotfixes are only available on a case by case, End-User requested basis, and Intland reserves the right to charge for hotfixes based on custom quotes.

3. Supported Version of the Software.

Intland provides the Support services for the current version of the Software and for any version of the software that has been released during the preceding 12-month period. The Software Release date is identical to the Software build date show on the "About" dialog (i.e. codeBeamer 5.1.22 codeBeamer Enterprise (2008/05/28 18:18).)

4. Intland's Subscription Service

Subscription Service includes:

- a) Free download access to the latest releases and patches, and upgrades for all available and licensed product releases.
- b) All available Major or Minor releases as they become available for general release via download from Intland Software's website.
- c) Online access to Intland's Technical support and Knowledge Base pages.

5. Intland's Support Services

Intland provides technical support (Support) under a valid Intland LICENSE AGREEMENT or SUBSCRIPTION AGREEMENT for the licensed Intland products.

Support does not cover the following:

- Technical support for software versions older than twelve (12) months old, when a newer release exists. (See §3 Supported Version of the Software)
- When the software is used on a non-recommended platform or in a non-recommended environment. Recommended platforms and environments are described in the product's documentation.
- Customers without a valid codeBeamer software license, and a valid Support & Maintenance Agreement.
- Beta releases, release candidates, snapshots, and end-of-life releases.
- Customized codeBeamer instances where the original source code was changed or extended.
- API programming-related incidents, including:
 - API bugs where the bug cannot be reproduced. The complete environment to reproduce the bug is necessary for bug analysis and fixing.
- Product education questions covered by [Training & Services](#) offered by Intland Software.
- Incidents covered by Intland Software's professional services, including:
 - Installation
 - Performance tuning
 - Infrastructural problems, SSO, LDAP/AD configuration, Apache & web server, database, 3rd party integrations
- Failures caused by software for which Intland is not responsible.

6. Support Incident Reporting, Contact Methods

Tickets submitted using Incident Trackers are handled with the severity as entered, and Incidents can be entered by Authorized Contact(s). Authorized Contact(s) must have sufficient Software expertise and training. For the fastest response time please enter the problem using the Service Desk as described at: intland.com/support.

You can also contact us by emailing support@intland.com or calling us. Intland's US phone number: 866-468 5210. From Europe, call: (+49) 711-2195-420. Incidents submitted using email or telephone are automatically assigned a low severity.

6.1 Required Information from Licensee

All incident reports must, if applicable, include the following:

- a) The Licensee's "account" which Intland shall provide to the Licensee on registration.
- b) The Version Number and the Platform that the Software is running.
- c) Before reporting an Incident, the Licensee must verify that the Incident is reproducible. The Licensee should provide a reproducible Test Case that demonstrates the specific usage that causes the Software Failure being reported.
- d) Log files, screenshots, trace files.
- e) Exact wording of all related error messages.

7. Definitions of Severity Levels

Intland will work with the Licensee to assign the appropriate Severity Level to all Incidents according to the criteria below. Intland may re-classify Incidents if it believes that the original classification is incorrect. The Response Goal shall not apply if the Incident is caused by third party Software. Intland will not correct any Software Failure caused by modification or enhancement of the Software, or when the Failure is corrected by an existing Software release provided by Intland.

Severity	Definition	Response Goal
Critical	The “Production system” is not available, substantially unavailable, or normal business operations are seriously disabled. The incident is preventing productive work on your production system, and it affects users performing a business-critical function. If Intland Software provides an acceptable workaround, the severity classification will drop to Medium or Low.	Intland will provide a response and begin to analyze the incident and verify the existence of the problem within one (1) business day. Intland will use commercially reasonable efforts to resolve Critical Incidents as soon as possible. The resolution will be delivered as a Workaround or Hotfix. If Intland provides an acceptable Workaround or Hotfix for the Incident, the severity classification will drop to Medium or Low.
Major	The “Production system” is available but the incident has a business-critical impact on your production system; a function or functions are not available or are not working properly, preventing productive work, and affecting people performing a business-critical function.	Intland will provide a response and begin to analyze the Incident and verify the existence of the problem within two (2) business days. Intland will use commercially reasonable efforts to resolve Major Incidents as soon as possible or in the next Maintenance Release. If Intland provides an acceptable workaround for the Incident, the severity classification will drop to Medium or Low.
Medium	The incident has business impact on your “Production system”, but does not prohibit the execution of productive work, or a reasonable workaround is available.	Intland will provide a response and begin to analyze the Incident and verify the existence of the problem within three (3) business days.
Low	The incident is not production-critical or it is detected on your non-production system. The incident has no impact on the “Production System” performance, quality or functionality and no impact on productive work.	Intland will provide a response to the Incident and verify the existence of the problem within five (5) business days. Intland does not guarantee a resolution time for Low Severity incidents.

8. Incident Status and Workflow

Incident Status	Description
New	Every reported incident gets this status. Generally, only recently submitted incidents are in this status.
Under Investigation	Intland's Support Team is analyzing the incident.
Pending	Intland's Support Team requires (and is waiting) for further information about the incident. After receiving the required information, the incident should transition to the status Under Investigation . Items remaining in this status for 30 calendar days will be automatically closed.
Short Term Target	The reason of the incident is identified, and the fix is planned for next upcoming release.
Middle Term Target	The reason of the incident is identified, and the fix is planned for one of the upcoming releases.
Long Term Target	The reason of the incident is identified, and the fix is planned to be delivered in subsequent future releases later on.
Resolved	The incident is considered resolved. Items remaining in this status for 30 calendar days will be automatically closed.
Closed	The incident is closed, no further activity is available.

9. Incident and Bug Fixing Policy

Intland Support helps with workarounds or bug fixes to resolve specific product incidents. In special cases Intland provides *emergency security patches*.

Fixes to critical bugs will be provided by Intland Software in the next maintenance release, with the conditions that:

- The fix is technically feasible, and
- The fix doesn't impact the quality or integrity of codeBeamer.

Intland Software assesses and prioritizes bugs and schedules fixes for non-critical incidents based on internal considerations. Factors considered in the analysis and prioritization of bugs include, but are not limited to:

- How many customers are affected by the problem
- Whether there is an effective workaround or patch to the incident
- How difficult the incident is to fix
- Whether new features on our roadmap make the bug obsoleteInternal factors within Intland's judgement.

10. Customization and Product Development

Intland Software provides various extensions, templates, and other customization options with documentation and examples to support the customization of codeBeamer.

In addition, Intland Professional Services provides help with questions regarding customization, configuration, add-ons, product development, and creating integrations with 3rd party tools.

11. General

This License will be governed by and construed in accordance with the laws of the Federal Republic of Germany, and shall insure to the benefit of Intland and End-User and their successors, assigns and legal representatives.

The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the courts of the city of Stuttgart, Germany.

If any provision of this License is held by a court of competent jurisdiction to be invalid or unenforceable to any extent under applicable law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this License will remain in full force and effect. Any notices or other communications to be sent to Licensor must be mailed first class, postage prepaid, to Intland.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior proposals, agreements, representations, statements and undertakings are hereby expressly cancelled and superseded.

This Agreement may not be changed or amended except by a written instrument executed by a duly authorized officer of the Licensor.

12. Limitation of Liability

IN NO EVENT SHALL INTLAND, ITS EMPLOYEES OR OFFICERS OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, USERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF INTLAND IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF INTLAND OR ITS SUPPLIERS TO CUSTOMER, USERS OR ANY THIRD PARTY EXCEED THE FEES PAID DURING THE PROCEEDING TWELVE MONTHS BY LICENSEE HEREUNDER OR UNDER THE CORRESPONDING LICENSE AGREEMENT.

13. Notice

The Intland codeBeamer product is Copyrighted © by Intland Software GmbH. codeBeamer and Intland are trademarks of Intland Software.

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Intland Software – Intland

Company – End user

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

Date of Signature:

Date of Signature: