

Clear Methods Technical Support Policy

Effective Date: September 23, 2003

OVERVIEW

"You" and "your" refers to the individual or entity that has ordered Clear Methods Technical Support from Clear Methods or an authorized distributor.

To receive Technical Support as provided by Clear Methods Support Services and described in the Technical Support levels section below, all programs must be properly licensed.

Technical Support is provided for issues (including problems created by you) that are demonstrable in the current release(s) of a Clear Methods licensed program, running unaltered, and on an appropriate hardware and operating system configuration, as specified in the program documentation. Current Clear Methods product release information is accessible via Clear Methods's Web site.

These Technical Support policies are subject to change at Clear Methods's discretion, however the services provided may not be materially reduced during the support period.

This document addresses the following topics:

- Support Terms
- Clear Methods Technical Support Levels
- Severity Definitions
- Maximizing Technical Support
- Contact Information

SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in an ordering document or financing or payment contract with Clear Methods or a Clear Methods affiliate. Failure to submit payment will result in the termination of support.

Support Period

Technical Support is effective upon shipment or, if shipment is not required, upon the effective date of the ordering document. If your order was placed through the Clear Methods Store, the effective date is the date your order was accepted by Clear Methods. Unless otherwise stated in the ordering document, Clear Methods 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. Clear Methods is not obligated to provide technical support beyond the end of the support period.

Reinstatement of Software Updates

In the event that Software Updates lapses or was not originally procured for the relevant license set, a reinstatement fee shall be assessed upon the commencement of Software Updates. In order to reinstate Software Updates for licenses with metrics not currently available on the Clear Methods price list, you must migrate your program licenses to currently available license metrics.

The reinstatement fee is equal to 150% of Clear Methods's list price for Software Updates in effect at the time Software Updates is reinstated, prorated from the date the Software Updates is being ordered back to the date that the Software Updates lapsed (or the license order date if Software Updates was never purchased). Once the reinstatement fee has been assessed, Software Updates for the year following reinstatement may be purchased at Clear Methods's list price for Software Updates in effect at the time of reinstatement.

Reinstatement of Product Support

In the event that Product Support was not originally procured for the relevant license set, and provided that you have continuously maintained Software Updates (or paid the appropriate fee for reinstating Software Updates), Product Support may be purchased at Clear Methods's list price for Product Support in effect at the time of the order. If Product Support lapses, and provided that you have continuously maintained Software Updates, Product Support may be repurchased after six months from the lapse date at Clear Methods's list price for Product Support in effect at the time of the order.

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 Updates, Software Updates and Product Support, or unsupported.) 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.

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, support for the remaining licenses on that license order will be priced at Clear Methods's list price for support in effect at the time of reduction minus the applicable e-business discount. If the license order from which licenses are being terminated established a price hold for additional licenses, the support for all of the licenses which were ordered pursuant to the price hold will be priced at Clear Methods's list price for support in effect at the time of reduction minus the applicable e-business discount.

In the event that Product Support is discontinued for all licenses in a license set, Software Updates is priced at Clear Methods's list price for Software Updates in effect at the time support is discontinued minus the applicable e-business discount.

Unsupported Programs

Customers with unsupported programs do not receive updates, maintenance releases, patches, telephone assistance, or any other technical support services. CD packs purchased for trial use or use with other supported programs may not be used to update any unsupported programs.

Technical Contacts

With the order of Product Support or Incident Support, you may designate one primary and one backup individual ("technical contact") per license set, to serve as liaison with Clear Methods. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your designated technical contacts are the sole liaison between you and CLEAR METHODS for technical support of programs. To avoid interruptions in support services, you must notify CLEAR METHODS whenever technical contact responsibilities are transferred to another individual. You may be charged a fee to designate additional technical contacts without meeting the above criteria.

Program Updates

Update" means a subsequent release of the program which Clear Methods generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges, provided you have ordered Software Updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Clear Methods licenses separately. Updates are provided when available, and Clear Methods is under no obligation to develop any future programs or functionality.

For any updates to the programs, Clear Methods will ship to your specified location one update copy for each operating system for which your program licenses were ordered. You shall be responsible for copying and installing the updates.

Payment Plan, Financing and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Clear Methods or a Clear Methods affiliate ("payment plan") are due and payable in accordance with the terms

and conditions of such payment plan. The technical support related to the technical support fees included in a payment plan shall be considered ordered as of the date of the payment plan, unless otherwise specified in the payment plan. Fees for technical support that is ordered pursuant to a payment plan are non-cancelable and irrevocable.

Information Customers Need When Requesting Support

Before Clear Methods can begin work on any technical assistance request (TAR), information about the nature and location of the problem is required. Whenever a call is placed to a Clear Methods support center, the following information should be provided:

- The Customer Support Identification (CSI) number or PC registration number
- The area code and phone number listed under the CSI number
- FAX (phone) number, including area code
- Operating system (including version) on which Clear Methods programs are installed
- The Clear Methods program component and version number that the TAR concerns
- Any program error numbers associated with the TAR
- Detailed description of the problem

CLEAR METHODS TECHNICAL SUPPORT LEVELS

Software Updates

Software Updates is the base level for all Clear Methods support services and consists of:

- Program updates
- General maintenance releases
- Selected functionality releases
- Documentation updates

Product Support

In order to acquire Product Support for a license set, you must acquire Software Updates for that license set. If you have maintained Software Updates and want to purchase Product Support for a license set, the licenses do not have to be migrated to current metrics to do so. Product Support consists of:

- Assistance with TARs 24 hours per day, 7 days a week
- Ability to log TARs
- Non-technical customer service during normal business hours.

Clear Methods 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 Clear Methods, with your consent, to access your computer system) to aid in the resolution of TARs. 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.

Clear Methods may also make available services to aid in converting your 11.5.x production applications environment to the latest release. An assessment must be completed to verify eligibility.

Incident Support Package

Incident Support provides web-based technical support and is available in packages of 10 TARs. It is available for the following products only:

- Clear Methods Database Standard Edition

- Clear Methods Database Personal Edition
- Clear Methods Database Lite
- In order to acquire Incident Support for a license set, you must acquire the Software Updates for that license set. Incident Support Packages are valid for one year from the date of purchase; any unused TARs expire at the end of the term.

Extended Support

Extended Support (ES) may be available for certain Clear Methods programs after a version is desupported. When ES is offered, it is provided free of charge provided that you continue to maintain Software Updates and Product Support for the relevant license set after the desupport date for the specified version. Desupport Notices indicate whether ES is available for a particular release and the period during which ES will be available.

ES consists of:

- Providing known workarounds and existing fixes
- Assistance with TARs 24 hours per day, 7 days a week
- Ability to log TARs
- Assistance with migration plans to fully supported programs/versions
- Assistance with questions regarding compatibility and certification

ES does not include:

- Program updates, patches to correct new issues, general maintenance releases or functionality releases
- Error correction support
- Backporting of fixes from later versions
- Certification with supported products, new operating system releases or new compilers

ES is intended for customers that need to migrate to Clear Methods supported programs/versions over an extended period of time. Because ES programs/versions are no longer fully supported, information and skills regarding those releases may be limited.

Extended Maintenance Support

Extended Maintenance Support (EMS) may be purchased for certain Clear Methods programs after they are desupported. When EMS is offered, it is available only for the terminal release (the last full release for a version) of the program. Desupport Notices indicate whether EMS is available for a particular release and the period during which EMS will be available. The price for EMS is the prior year's fee for Software Updates and Product Support plus the local renewal adjustment uplifted by 30%. (Note: The 30% uplift is applied to the desupported Clear Methods programs only.)

When purchasing EMS, all licenses of a particular version of the Clear Methods program within a License Set must have EMS.

EMS consists of:

- Assistance with TARs 24 hours per day, 7 days per week
- Patches for new and existing problems
- Ability to log TARs
- Assistance with migration plans to supported programs/versions
- Backporting of fixes only when no acceptable workaround exists

EMS does not include:

- Certification with supported programs, new operating system releases or new compilers
- Program updates, general maintenance releases or functionality releases

EMS is intended for customers with stable systems that are not experiencing growth in user load or planning for large-scale application changes. EMS is not intended for customers planning new application deployment (Clear Methods or other applications).

SEVERITY DEFINITIONS

Technical Assistance Requests (TARs) may be submitted by you either by telephone or email. The TAR severity level is selected by you and should be based on the following severity definitions:

Severity 1

You experience a complete loss of service. Work cannot reasonably continue, the operation is mission critical to the business and the situation is an emergency. A Severity 1 TAR 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 TARs: CLEAR METHODS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide CLEAR METHODS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this classification with great care, so that valid severity 1 situations obtain the necessary resource allocation from Clear Methods.

Severity 2

You experience a severe loss of service. No acceptable workaround is available; however, operation 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 experience no loss of service. The result does not impede the operation of a system.

MAXIMIZING TECHNICAL SUPPORT

By meeting the standards and using the Clear Methods tools described below, you will assist Clear Methods in providing support services and may improve the speed and quality of services received:

Have Knowledgeable Customer Technical Contacts

Your technical contacts should be knowledgeable about the Clear Methods programs and your Clear Methods environment in order to help resolve system issues and to assist Clear Methods in analyzing and resolving TARs.

Have the Ability to Reproduce Problems

When submitting a TAR, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Clear Methods in diagnosing and triaging the problem.

CONTACT INFORMATION

Headquarters Office

Clear Methods
One Broadway, 14th Floor
Cambridge, Massachusetts 02142 USA
Phone: 617-475-1631
Fax: 617-758-4101
info@clearmethods.com

Clear Methods Consulting Services Policies

Effective Date: September 23, 2003

OVERVIEW

These Consulting Services Policies are applicable for Implementation Services or Packaged Methods.

These Consulting Services Policies are subject to change at Clear Methods's discretion.

This document addresses the following topics:

- General Services Policies - For all orders
- Services Policies for Fixed Price Orders
- Services Policies for Time & Material Orders

GENERAL SERVICES POLICIES - FOR ALL ORDERS

Your Obligations

You must provide office accommodations, facilities, equipment, assistance, cooperation, accurate information, and suitably configured computer products for the performance of our services. If our cost of providing services is increased because of your failure to satisfy your obligations, or because of any other circumstance outside of our control, then you agree to pay us for such increased costs, which may include time during which our resources are under-utilized.

Project Management

Each of us all designate a Project Manager, and they will work together to facilitate an efficient delivery of services.

Change Orders

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, or any other aspect of your order. We shall not be obligated to perform tasks related to changes in services until we agree in writing to the proposed change.

Invoicing and Payment

If applicable, all fees and expenses will be invoiced monthly in U.S. dollars, unless otherwise specified in your order. We may invoice you in local currency for services outside the U.S. You shall reimburse us for reasonable travel, administrative, equipment, and out-of-pocket expenses incurred in conjunction with the Services. Such expenses are not included in any fees stated in your order unless expressly itemized, and will be invoiced separately. The fees specified in your order are based on the obligations provided in your order including these policies and the applicable statement of obligations, and any changes may affect our ability to provide services and will be considered a change in scope requiring a change order.

Compensatory Tax (U.S. Orders Only)

You acknowledge that temporary living reimbursements to our resources may be deemed compensatory under U.S. federal, state, and local tax laws if an individual's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, we will plan with you to limit the duration of a individual's assignment in a particular location to less than one year. If it becomes necessary for a specific individual's services in a particular location to continue for a year or more and as a result such individual's living expenses are deemed compensatory for tax purposes, then, you agree to pay us the amount of additional compensation provided to our personnel to compensate for any taxes imposed.

Compensatory Tax (Orders Outside the U.S. Only)

You acknowledge that fulfillment of this contract may involve use of consultants from a location/jurisdiction other than that in which the project is located. Using consultants who are not tax residents in the project location may create a tax reporting and filing obligation for such consultant in the project location/jurisdiction. Where reasonably possible, we will plan to limit the duration of a foreign consultant's assignment in the project location so that tax consequences under local law are avoided. If it becomes necessary to use a foreign consultant's services in the project location and as a result such consultant incurs tax consequences under local law, then you agree to pay us the amount of additional compensation provided to such consultant to compensate for any taxes imposed.

SERVICES POLICES - FOR FIXED PRICE ORDERS**Acceptance of Fixed Price Orders**

We will provide you with any deliverable specified in your order, and, at your request, we will demonstrate the functionality of the deliverable. You shall be responsible for any additional review and testing. If a submitted deliverable does not perform the functional requirements specified in the order, you will have five (5) calendar days after you receive the deliverable to give written notice specifying the deficiencies in reasonable detail. We will use reasonable efforts to fix any such deficiencies. After fixing the deficiencies, we will resubmit the deliverable for your review and testing. At our request you will provide us with a written notice of acceptance for each deliverable. If you fail to reject any deliverable within the five (5) calendar day period in the manner described above, such deliverable shall be deemed accepted. Once a deliverable is accepted (or is deemed to be accepted), the fee specified in the order shall become due and payable.

Termination of Fixed Price Orders

You may give us written notice of your termination of your fixed price order at any time, for any reason, the effective date of termination shall be the end of the tenth business day after we receive written notice from you. You shall pay the fees and expenses, as well as the cost of materials for which we became obligated in connection with your order through the effective date of termination. The fees for incomplete services shall be invoiced on a time and material basis, at our standard time and material rates in effect when such services are performed. You will use reasonable efforts to mitigate fees, expenses and costs in the event of a termination.

SERVICES POLICES - FOR TIME AND MATERIAL ORDERS**Rates and Payments**

The services specified in the order shall be provided at our standard international daily rates in

effect when the services are performed. Current rates are available from your local consulting manager. Our daily rate is based on an eight (8) hour day and any time over eight hours will be billed at standard time and materials hourly rates. Subject to availability, we shall use reasonable efforts to use consultants based in the country or location in which services will be performed. All estimates related to your order, including the fee estimate, are intended only to be an estimate for your budgeting and our resource scheduling purposes; fee estimates do not include materials, expenses or taxes. Once fees for services reach the fee estimate, we will cooperate with you to provide continuing services on a time and materials basis.

CONTACT INFORMATION

Headquarters Office

Clear Methods
One Broadway, 14th Floor
Cambridge, Massachusetts 02142 USA
Phone: 617-475-1631
Fax: 617-758-4101
info@clearmethods.com