



SHAKA TECHNOLOGIES

MAINTENANCE AND SUPPORT SERVICES

SHAKA offers a choice of support levels so customers can choose the plan that fits their specific requirements, IT needs, and business goals. This flexibility also means that customers can easily adjust their support levels as their business grows and evolves. Unless otherwise indicated below, all levels of SHAKA Support Services include the services described in this document.

1. Software Maintenance

- a. **Software Updates** Customer shall be entitled to receive, and Shaka shall provide Customer e-mail notification of all maintenance releases, updates and upgrades to Product software as Shaka, in its sole discretion, makes them generally available without additional charge to Shaka's Support Services Customers. The contents of all maintenance releases and updates shall be decided upon by Shaka in its sole discretion. Customer may obtain updates by downloading the updates from Shaka's Product update service. Product software maintenance releases and updates may only be installed on Products that are covered by then current support and maintenance services. Any such software provided by Shaka shall be subject to Shaka's end user license agreement located at: www.shakatechnologies.com/license
- b. **Supported Software** Shaka supports the current major release of Product software, plus certain prior versions of software in accordance Shaka's support policy available at: www.shakatechnologies.com/supportpolicy
- c. **Error Corrections** Shaka shall use its reasonable efforts to correct any reproducible programming error in the Product software attributable to Shaka with a level of effort commensurate with the severity of the error, provided that Shaka shall have no obligation to correct all errors in the Product software. Upon identification of any programming error, Customer shall notify Shaka of such error and shall provide Shaka with enough information to reproduce the error. Shaka shall only be responsible for correcting errors that are (1) attributable to Shaka and (2) reproducible by Shaka on unmodified Product software as delivered to Customer.

2. Customer Support

- a. **Support** Shaka will provide Customer with technical support by the following methods: World Wide Web and email. Such support will include:
 - I. Assistance related to questions on the installation and operational use of the Product;
 - II. Assistance in identifying and verifying the causes of suspected errors in the Product; and
 - III. Providing workarounds for identified Product errors or malfunctions, where reasonably available to Shaka.
 - IV. Customer will designate the contact information of two named individuals to act as support liaisons to utilize the support and will ensure that such persons will be properly trained in the operation and usage of the Product. Shaka will not be obligated to provide support or maintenance services to any other individuals. Customer agrees to provide reasonable access to all necessary personnel to answer questions about any problems reported by Customer regarding the Product. Customer also agrees to promptly implement all updates and error corrections provided by Shaka under this Agreement. Upon request, Customer will provide access for on-line diagnostics of the Product during error diagnosis.



- b. Support Web Site Shaka may provide Customer with an authorized account to access Shaka's Support website. Shaka may make available the following services through its Support web site:
 - I. Documentation for Product;
 - II. Issuing trouble reports identified by Customer through Shaka's Support website;
 - III. Issuing suggestions for enhancements through Shaka's Support website.
- c. Special Services. Customer may request maintenance and support services not specifically provided for in this Agreement. Customer acknowledges that, if provided, all such services shall be at Shaka's then current rates, terms and conditions for such services.

3. Product Obsolescence

Shaka's End of Sale and End of Support policy is available at: <http://www.shakatechnologies.com/supportpolicy>.

4. Support Service Levels

A problem is defined as a situation where the software does not function as intended. The detail below defines priority levels of each problem type. Shaka will use commercially reasonable efforts to provide the service level responses included below.

Priority 1

- Definition: A catastrophic problem that severely impacts the Customer's ability to conduct business. This may mean that the Customer's systems and/or Product are down or not functioning and no procedural workaround exists.
- Shaka Response: Shaka to respond within one (1) hour. The objective is to get the Customer back on line within 24 hours and to downgrade the problem severity accordingly. Efforts to isolate, diagnose, and deliver a work-around or repair shall be continuous. When the severity level has been changed to "Priority 2" or "Priority 3," the appropriate guidelines should be followed.

Priority 2

- Definition: A high-impact problem in which the Customer's operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations. The problem may require a fix be installed on the Customer's system prior to the next planned commercial release of the software.
- Shaka Response: Shaka to respond within four (4) hours following receipt of a call. Efforts to isolate, diagnose, and deliver a work-around or repair problems shall be continuous during business hours.

Priority 3

- Definition: A medium-to-low impact problem that involves partial loss of non-critical functionality. The problem impairs some operations but allows the Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Customer's operation.
- Shaka Response: Shaka to respond within eight (8) hours following the receipt of a call. Action should be appropriate to the nature of the escalation.

Priority 4



- **Definition:** Minor problems: all other errors. This includes documentation errors. The inconvenience is slight and can be tolerated.
- **Shaka Response:** Shaka to respond within the next business day following the receipt of a call during normal business hours. Shaka’s support organization will respond in a manner appropriate to the nature of the call.

5. Escalation Procedures

If problems are not responded to as targeted above, Customer may escalate the issue to appropriate Shaka management personnel. Shaka provides systematic escalation management to Customer with current service plans. The Shaka escalation process notifies levels of management throughout the life cycle of the technical issue. This ensures that the appropriate resources resolve outstanding technical problems as efficiently as possible.

Severity	Notifications		
	Escalation Engineer	Manager	Executive Staff
1. Critical	Within 1 Hour	1 Hour	4 Hour
2. High	Within 4 Hours	8 Hours	24 Hours
3. Minor	Within 8 Hours	Weekly	N/A
4. Informational	Within 24 Hours	N/A	N/A

To escalate a case, email support@shakatechnologies.com . A case follows this escalation path: Support Engineer to Local TAC Manager to Regional Support Director to Director of Support Operations to VP Support.

6. Continuous Support Coverage

Regardless of where the case originates, Shaka Support endeavors to solve the case when it is opened. The Support team uses a “follow the sun” process.

7. Case Handling

Shaka is committed to ensuring Customer success and satisfaction. All support services professionals are rigorously trained on Shaka products, their underlying technologies, and industry leading technical problem-solving methodologies. Case handling follows these steps:

A Customer can open a case in the following ways:

- generate a ticket directly from the Shaka Support web site <http://support.shakatechnologies.com>
- send an e-mail to support@shakatechnologies.com

When Customers open a case, they should be prepared to provide the following:

- License key of unit with issue
- Detailed description of the problem
- Priority level and impact of the problem
- Indication of the activity that was being performed when the problem occurred
- Software version
- Configuration data

Once a case is submitted, the issue is assigned to an escalation engineer (“EE”). Every EE is trained to perform extensive troubleshooting to quickly resolve the issue. All opened cases are tracked in Shaka’s online support tracking system. While working to resolve an issue, the EE may need to access information on the Customer system relative to the failure, or may need to recreate the failure to get additional information. If the problem is related to the system configuration, the Customer may



be asked to provide a network diagram and configuration information. If the Customer and the EE agree, the Customer may send log files or trace files to Shaka through email or upload them to the Shaka Support website site for further review.

Note: Any information sent to Shaka to help resolve Customer problems is treated as confidential.

A case is closed when all parties agree the reported issue has been resolved. If the Customer issue is determined to be an enhancement, a Feature Request is entered into the Shaka defect tracking system. A Feature Request is handled and processed by Product Management and Engineering.

Consistently improving quality of service is a very high priority within Shaka. After closing a case, a survey is sent to the Customer asking for feedback as to how the case was handled and where Shaka can improve. Customer Support managers and executives review the survey responses, and take action where appropriate. Individual entries in this survey may be shared on the Support website anonymously, but identifiable submitter details are not shared. Individual entries will not be used for marketing purposes. The sole purpose of these survey results is to evaluate and improve Shaka services.

8. Restrictions

Customer is entitled to receive Support Services only on Products for which Customer has purchased Support Services; Support Services commence upon sale of the applicable Product by Shaka. Shaka will not be obligated to provide any Support Services: (1) on Products that: (a) have been altered, modified, mishandled, or damaged; (b) have not been installed, operated, repaired, or maintained in accordance with Shaka's specifications, documentation and instructions; or (c) have been misused or operated outside of the environmental specifications for that Product; (2) where the problem relates to Customer's or a third party's network, systems, hardware, software, or other problem beyond the reasonable control of Shaka; or (3) to any geographic location or to any customers in violation of applicable laws or regulations. Customer acknowledges and agrees that Shaka's ability to provide Support Services is dependent on Customer and/or the reseller from whom Customer purchased the Support Services timely providing accurate Product installation location information, and any failure to do so may impact Shaka's ability to provide the Support Services. Remote access to the Products on Customer's network may be required to diagnose or resolve a support problem, and Customer's failure to provide such access may impact Shaka's ability to resolve the support problem. Shaka will not be responsible for any Product replacement or repair delays caused by Shaka's compliance with export/import laws and regulations. Shaka's obligations under any Support Service plan with respect to any Product is subject to Shaka's receipt of the applicable annual Support Services fee. Shaka retains ownership of any intellectual property resulting from Support Services. If, with respect to a particular Product, there is a lapse in Support Services any subsequent purchase of Support Services will be deemed purchased retroactive to the later of (x) the date on which any prior Support Services concluded or (y) the date on which the particular Product was purchased in addition to a twenty percent (20%) charge on the lapsed support period, which amounts will be based on the level of Support that Customer requests to purchase for such Products on a go-forward basis.

9. Miscellaneous

If Customer purchased these Support Services directly from Shaka, or if you purchased Shaka Support Services through a Shaka authorized reseller but renew those services directly with Shaka, the Support Services you purchased are governed by Shaka's standard terms and conditions of sale and license located at <http://www.shakatechnologies.com/termsandconditions>, provided that if there is a separate mutually signed agreement between Customer and Shaka (not including any purchase order or similar document) expressly covering these Support Services in effect at the time the order for these services is accepted by Shaka, the express terms of that agreement will govern. Customers who do not purchase direct Shaka Support Services (e.g. a reseller, distributor or service partner provides telephone and email support to the customer) should call their reseller, distributor, or service partner's support team if they encounter a problem, as such Shaka resellers, distributors and service



partners provide the initial levels of support for their customers. Shaka's sole obligation and liability hereunder is for the service and repair of the Products covered by a then current Support Services plan. Shaka will have no further obligation or liability beyond such service and repair.

SHAKA WILL NOT BE LIABLE WITH RESPECT TO ANY SUPPORT SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO SHAKA FOR SUCH SUPPORT SERVICES DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE OR (II) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. SHAKA SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY ALLOCATION OF PRODUCTS BETWEEN ITS CUSTOMERS IN THE EVENT OF A SHORTAGE.

Customer may not transfer a Support Service plan to a third party without Shaka's prior written consent. Support Service plans are not transferable between products or customers. A Support Service plan cannot be transferred from one product to provide coverage on another product.

Support Service plans do not transfer with Product title transfers between Customer and any third party without the prior written consent of Shaka. Shaka will exercise reasonable efforts to meet its obligations hereunder, but will not be liable or in default under a Support Service plan due to the delays in delivering materials or furnishing services resulting from any cause beyond its reasonable control. All controversies regarding these terms will be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflicts of law rules.