opentext™

The Information Company

OpenText

Software Maintenance Program Handbook for Carbonite and Zix Products

1. Introduction

Welcome to Open Text Corporation's OpenText (OT) Software Maintenance Program for Carbonite and Zix Products (the "Program"). This handbook provides you with information about the policies and processes designed with your support needs in mind. Please use this as a guide to help you get the most out of your investment in OT solutions.

The OT Software Maintenance Program Handbook for Carbonite and Zix Products (the "Handbook") describes the Program services offered for OT software licensed from OT and for which you have purchased the support services described herein.

You can also refer to www.opentext.com/agreements to find more information, or contact your local OT customer support office for documentation on these additional programs.

1.1 Definitions

"**Classification**", "**Classified**" or "**Classify**" refers to the OT designated priority of the Support Request.

"**Covered Software**" shall mean the licensed software for which maintenance services shall be provided under this Handbook including all documentation provided or made available.

"**Customer Service Portal**" refers to the OT online access point for links to and information regarding OT customer support, available to OT customers.

"**Current Maintenance**" – a defined period of time, which varies from product to product, from the release date of the Covered Software which includes:

- Unlimited number of Support Request submissions
- Product Patches and/or Releases
- The ability to request enhancements or new features and report Errors
- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events)
- Requires customer active software maintenance and annual renewal

"**Days**" refers to business days, which are 5 days x 8 hours Monday through Friday, except for regional statutory holidays.

"**Documentation**" refers to user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Covered Software, made generally available to OT's end users by OT.

"**Error**" refers to any verifiable and reproducible failure of the Covered Software to perform substantially in accordance with its accompanying Documentation, as applicable, for such Covered Software.

"**Expiration**" shall mean the ending of a Term whether occurring through termination or cancellation.

"**Initial Term**" refers to the twelve months beginning on the Start Date.

"**OT**" refers to Open Text Corporation and/or its subsidiaries/affiliates offering the maintenance and support services as described in this Handbook, as applicable.

"**OT Partner**" refers to any authorized third party that sold the Covered Software to you.

"**Product Patch**" refers to an additional software program to correct an Error of the Covered Software.

"**Points of Contact**" or "**POC**" refers to your designated individual employees who are authorized to contact the OT support team.

"**Production Mode**" refers to the use of the Covered Software as intended by its accompanying

Documentation, by your users as part of business or service operations. Production Mode does not include development, quality assurance, demonstration, testing, staging or training environments.

"**Release**" refers to the finalized and released software.

"**Resolution**" refers to taking the necessary action to correct an Error such that the Covered Software is operating in accordance with the Documentation. This could include, but is not limited to, creating a new or applying an existing Workaround (provided that OT will pursue a permanent fix, if commercially reasonable), or Update.

"**Response Time**" refers to the amount of time that is measured from the time a Support Request is received by OT until the time when a technically qualified member of OT responds to you for the purpose of commencing the work necessary to achieve Resolution of the Support Request. The response time for an SR is determined by its Classification, the OT support program(s) the customer subscribes to, and the time when the SR was submitted to OT during a business day.

"**Start Date**" means either: (a) the date stated by the transaction documentation where support services provided for the Covered Software begins; or (b) where the transaction documentation does not provide any date related to the start of the support services, the date the Covered Software is delivered by OT to you (which may be accomplished by making the Covered Software available by electronic download).

"**Subsequent Term**" refers to the 12-month term commencing on the first anniversary of the Start Date and each subsequent 12-month term commencing on an anniversary of the Start Date.

"**Support Request**" or "**SR**" refers to the initiation of a record or "ticket" documenting the details of the service request or incident.

"**Support Services**" refers to the following activities: an initiation of a Support Request, OT's response to the Support Request, and a Resolution of the Support Request.

"**Sustaining Maintenance**" refers to the stage of the product lifecycle following the expiration of Current Maintenance. During this phase of the product support lifecycle, the following Support Services are available*:

- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events).

*The terms and length of phases of the product support lifecycle may vary depending on the product and Release. Please refer to the Customer Service Portal product page for specific lifecycle terms.

"**Term**" refers to either the Initial Term or a Subsequent Term.

"**Update**" shall mean any Product Patch or Release of the Covered Software, which will be provided by OT to the customer in accordance with this Handbook.

"**we**" or "**our**" refers to OT.

"**Workaround**" is a manner of addressing an Error by bypassing the problem in the system (software

technical bypass). A Workaround is typically a temporary fix and OT may subsequently correct the Error in the Covered Software and / or the programs through an Update.

"**you**", "**your**" or "**customer**" mean the entity that licensed the Covered Software from OT and is purchasing Program services.

2. Support Services

2.1 General

2.1.1 Hours and OT Support Services Location Information

Support Services are available 7x24 through the Customer Service Portal. Support Services hours are based on the country where the Covered Software is installed. Hours, support locations and additional contact information for the Program are publicly available and maintained at our corporate website for each product type as follows: (a) support for Zix products can be found at support.zixcorp.com and (b) support for Carbonite products can be found at carbonite.com/customer-support. Where you have purchased the Covered Software from an OT Partner, in most instances and unless specifically stated otherwise by an OT Partner, you shall contact the OT Partner for each Support Request. The OT Partner is responsible for providing you its Support Services operating hours and contact information in addition to any other terms and conditions related to the OT Partner's Support Services.

Support Services are delivered from a support location in the same region as the Covered Software is installed or from an alternate support location as determined by OT. Where an alternative support location is used by OT, regional statutory holidays for such alternative support location shall not impact the Support Services hours for customer.

Communication relating to an SR will be made in English, unless, at OT's discretion, the support center responsible for processing is able to offer communication in another language as a convenience to the customer. OT may not be able to provide any information in a language other than English in the event an SR is transferred to a different support center.

2.1.2 Point(s) of Contact

Support Services are provided to your Point of Contact (POC). The POCs must have knowledge of, and the administrator permissions for, the Covered Software sufficient to provide OT customer support with the information and undertake actions required to achieve a resolution of the SR as described below. POCs are generally the administrators and other members of your technical staff.

2.1.3 Software Updates

Releases to Covered Software will be made available to you as part of the Program at no additional charge if and when such Releases are generally released to Program subscribers. To receive such Releases, the Program must be subscribed to at time of Release and request. Subscribers are

notified about new Releases in regular information bulletins and via the Customer Service Portal.

You are encouraged to run the most recent Release of the Covered Software. In most instances, OT will support each Release of the Covered Software for a period of at least twenty-four (24) months after the Release is generally made available to OT's customers (Current Maintenance). The terms and length of phases of the product support lifecycle may vary depending on the Covered Software and Release. Please refer to the Customer Service Portal product page for specific lifecycle terms. After the expiration of the Current Maintenance term, Carbonite Availability, Migrate and Server Back Up products enter into a period on limited maintenance ("**Limited Maintenance**"), while all other products enter the Sustaining Maintenance term. During the Limited Maintenance term, You will receive the benefits provided during the Current Maintenance term, except for the following features:

- No new features will be added to those products in the Limited Maintenance term; and
- The only code changes made to products in Limited Maintenance term are for Security Level 1 Security Requests.

After the expiration of the Current Maintenance term or the Limited Maintenance term, as the case may be for certain products, the Covered Software enters the Sustaining Maintenance phase of the product lifecycle. When Covered Software is considered to be in Sustaining Maintenance, no new Product Patches and Releases are released for general use.

Migration to a Current Maintenance Release may be required in order to address an issue. If you are unable to update to a subsequent Release under Current Maintenance, OT may offer extended support and maintenance options at an additional cost. Please contact your Renewals Specialist or local OT customer support office for more information.

2.2 Initiation of a Support Request

Support Services are provided under the Program to address incidents reported by subscribers associated with performance or usage issues. Performance and usage issues are situations where the Covered Software is not performing substantially in accordance with the accompanying user Documentation. Generally speaking, performance and usage issues may be caused by: 1) software Error or defect (related to the design, coding or architecture of the Covered Software), 2) usage or configuration Error (related to usage of the Covered Software or the installation, configuration or setup of the Covered Software), or 3) environmental Error (related to the subscriber's network, hardware and operating systems).

SRs for Support Services to address any issues should be initiated by a POC using the applicable Customer Service Portal for the Covered Software located at either www.carbonite.com/customer-support or www.support.zixcorp.com. These customer self-service tools will automatically initiate an SR and send You an associated tracking number.

You are encouraged to:

- Provide OT customer support with the information it reasonably needs to Classify and log the SR

(see 2.3.2).

- Wherever possible, use the SR number for each communication with OT customer support.

2.3 OT Response to a Support Request

2.3.1 Support Request Dispatch

Support Requests may be dispatched as follows:

a. If the SR involves OT Covered Software, then an SR will be forwarded to OT customer support for based on the required support tier (described below) and then forwarded to the appropriate OT support personnel for Classification and Resolution (described below).

b. If the source of the SR is unclear, the ticket will be forwarded to OT customer support for further investigation and, once the source of the SR is determined, it will be dispatched as described above in section 2.3.1 (a).

c. If the source of the SR is your hardware, operating system, database, web server, browser software or other non-OT application, OT may, where possible, attempt to provide a Workaround (described below) and/or may, where possible, report the problem to the appropriate vendor for Resolution. If the SR involves a product that is developed by a third party, the SR may be referred to that third party.

d. Any software and/or hardware provided by and installed by OT (as agreed by you) to assist with the delivery of the Support Services that is not purchased by you must be removed and returned to OT upon termination of the program or related delivery component.

2.3.2 Support Request Classification and Response Times

Support Tiers	Overview	Key Responsibilities
First Line Support	Basic help desk resolution and front-line service desk delivery	• First call resolution • Triage of technical issues • Resolution of known issues • Identifying severity and escalating
Second Line Support	In-depth technical support with technicians who know the product and systems	• Symptom Identification • Provide Break-fix/Corrective support • Troubleshooting the product • System/Network Tuning
Third Line Support	Expert technical knowledge to support product and service problems.	• In-depth technical resolution • Defect Detection and Analysis • Software Development • Testing and Releasing Patches

SR Classification	SR definition	Target Response Time

	Each SR will be Classified by OT customer support as listed below. OT will consider, in good faith, your request to reclassify an SR.	Response Times are targets and cannot be guaranteed in all circumstances by OT.
Security Level 1	Production system is down, or the Covered Software is functionally inoperable.	2 Hours Security Level 1 incidents must be logged by phone to OT directly.
Security Level 2	A performance issue that has a significant impact on normal operations of the Covered Software or materially restricts Your use of the Covered Software (system is operational, but performance may be impacted).	4 Hours
Security Level 3	A performance issue that has a minor impact on normal operations of the Covered Software, or a minor defect in the functionality of the Covered Software that does not materially restrict Your use of the Covered Software. As a rule, SRs reported via email and/or for non-production systems are classified at this level.	4 business hours
Security Level 4	A performance issue that is a non-critical question or issue that does not affect the performance or functionality of the Covered Software.	48 Hours

Escalation: You may request an escalation at any time through the Customer Service Portal or phone.

Please see Section 3.0 for limitations to the OT Software Maintenance Program

2.4 Resolution of Support Request

OT customer support shall attempt to address each SR, regardless of Classification, through the offering of technical advice, by locating an existing Workaround or by creating a new Workaround using the process described below in this Section 2.4. In the event of an outage, and depending on the cause and duration of the outage, OT may require the customer to restore from backup in order to return the system to a production state.

Once production service is restored, the SR Classification is downgraded and root cause analysis may continue, as requested, during regular regional support hours of operation.

If a Product Patch is provided to you to resolve an SR, distribution of the Product Patch will be carried out through the next scheduled Release.

2.4.1 Resolution of Critical SR's

For SR's Classified by OT as critical which have been caused by defects in the Covered Software, if the technical advice provided by OT customer support has not resolved the SR, and if no Workaround can be found or created to resolve the SR, OT customer support will use commercially reasonable efforts to

develop a Product Patch to address the SR and provide it to you.

2.4.2 Resolution of Serious SR's

For SR's Classified by OT as serious, OT may develop a Product Patch or may address this in a future Release.

2.4.3 Resolution of Normal SR's

Resolution of SR's Classified as normal may be included in a future Release.

2.4.4 Conditions of a Support Request Resolution

OT customer support shall attempt to address each SR, regardless of Classification; OT will have no obligation to provide a Resolution for your SR as described above unless:

- You are running a Release of the Covered Software which is under Current Maintenance and you have installed and implemented all of the most recently available relevant Updates, or you do so at the request of OT customer support. OT customer support will make that request if it reasonably believes that the installation and implementation is necessary to achieve Resolution of your SR; AND,
- You are using the Covered Software on hardware and with third party software approved by OT or as specified in the Documentation; AND,
- The SR has, as determined by OT, not been caused by you, including, but not limited to your use and/or configuration of: (a) development tools, including SDK; (b) a third party resource; and (c) the operating environment in which the Covered Software is implemented, including, among other things, the operating system, database, other applications, services, or programs, communication networks, or hardware; AND,
- Your POC is available to actively participate with OT on diagnosis, testing, and Resolution. OT reserves the right to suspend its obligations under this Handbook during any time(s) in which a competent POC is unavailable for such participation; AND,
- You have provided OT with all of the information necessary to allow OT to reproduce the SR.

3. Limitations

The following limitations apply to the OT Software Maintenance Program:

- The OT Software Maintenance Program as described in this Handbook only applies to the Covered Software as is described in the OT Documentation, and does not apply to any modifications, deliverables, or services provided by OT's professional services staff or by third party resources which results in the alteration or extension of the Covered Software. Customer may engage OT's professional services for fee-based assistance under separate agreement.
- OT reserves the right to modify any portion of this Handbook at its sole discretion and without prior notice; however, you will be notified of any such modifications (if such modifications result in a

material reduction of service) in a timely manner by way of email, written notice or a posting on the Customer Service Portal.

- Nothing in this Handbook purports to exclude, restrict or modify, any condition, warranty or guarantee implied by applicable law ("Implied Terms") where to do so would have the effect of rendering all or any part of this Handbook void or otherwise unenforceable. To the maximum extent permitted by applicable law, OT's liability for breach of any Implied Terms is limited to the resupply of the Program services.
- OT's obligation to address SR's and/or performance issues shall be strictly limited to those obligations described in this Handbook.
- The Program does not provide for dedicated assistance with issues encountered as a result of implementing major changes to the technical architecture of the Covered Software (for example, Updates to the application, underlying database, addition of new hardware, etc.). OT offers: (1) remote or onsite assistance from an OT Customer Support representative who is assigned to your organization for the duration of a maintenance activity or SR to observe, participate in conference calls or web sessions, or provide assistance with your maintenance activities ("Dedicated Support"); and (2) an assigned support representative with expertise in your planned maintenance activity that will be on call only in the event you need assistance ("Standby Support"). Dedicated Support or Standby Support are fee-based services that must be pre-arranged for these types of activities. Please contact your local OT customer support office for more information.
- The provision of license keys is excluded from the Response Times described in Section 2.3.2 of this Program. Additionally, license keys from third party vendors are requested of the third party vendor, and provided by the third party vendor to either OT or the Customer as determined by OT. License keys may not be available for products and/or releases no longer under Current Maintenance.
- The software lifecycle for third party products resold by OT is established by third party vendors only. Third party software is excluded from Section 2.1.3.
- OT is not responsible for providing Support Services for third party products resold by OT to the extent that addressing SRs is dependent on unresolved issues with third party products including, but not limited to, unavailability of third party support.
- All licenses and related modules must be supported under the same software maintenance program (e.g. extended support and maintenance programs (to the extent available)).

4. Term and Renewal

4.1 Initial Term and Renewal

Unless otherwise set forth in the applicable order documentation for the Covered Software, the Initial Term for Program is twelve months beginning on the Start Date. Where provided in any order documentation for autorenewal of Program, the Program will automatically renew for a Subsequent Term on an annual basis, commencing each anniversary of the Start Date. Before the commencement of a Term, you will be obligated to pay the applicable entire annual Program fee with

respect to the Covered Software which you have licensed from OT, failing which OT may suspend some or all of the Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable Program fee. All fees paid for the Program are non-refundable.

4.2 Reductions

All requests to renew Program on a fewer number of licenses or modules for Covered Software than is currently covered under maintenance and support must be submitted in writing to OT no less than 90 calendar days prior to the expiration of the then-current Term.

Acceptance of any such requests is at OT's sole discretion. If OT accepts such a request, OT shall only provide Updates and software support for the number and type of licenses included in your then remaining Covered Software being renewed under maintenance and support. The maintenance charges for the remaining Covered Software shall be re-priced. In such an event, the fees applied to each license may differ from any earlier Terms (for example, previously granted fee discounts are not applicable).

Any renewal of maintenance and support for Covered Software must result in all of Customer's licenses of such Software product and related modules being covered by a maintenance and support plan. If you cancel maintenance and support for a portion of any Software product or related modules with a term-based license, you will be required to cancel the licenses for the unsupported software.

4.3 Lapse and Reinstatement

If you terminate or cancel, as applicable, a Term of the Program for the Covered Software, you may, upon agreement by OT, subsequently purchase OT Software Maintenance Program services for said Covered Software for a fee to be determined by OT at time of request. However, in addition to the fee for the new Term, which shall be a minimum of 12 months, you will need to pay the fees that would have been payable had you continued the OT Software Maintenance Program uninterrupted. The fees charged to re-instate the OT Software Maintenance Program are subject to a surcharge for each lapsed month, including the month of reinstatement.

Future reinstatement of software not cancelled as a part of a reduction as described in Section 4.2 is subject to payment of back-maintenance fees and lapsed month surcharges.

OT will confirm fees for reinstatement at the time the request is made for reinstatement.

4.4 Expiration

Upon Expiration of the Term of an OT Software Maintenance Program, you acknowledge and agree that any and all agreements between you and Open Text related to the OT Software Maintenance Program shall automatically terminate, irrespective of whether these agreements were documented in this Handbook or a EULA or any other document. Should you at any point in time after Expiration choose to subscribe again to an OT Software Maintenance Program, you will do so under the then-current OT Software Maintenance Program commercial and support services delivery terms, and OT shall not be obligated to comply with, any agreements that were entered into prior to the Expiration date related to such OT Software Maintenance Program.

5. Privacy

OT will comply with the requirements of data protection law applicable to it for the processing of personal data. We have implemented technical and organizational measures to protect your personal data and ensure a level of security appropriate to the risk. Customers' personal data shall not be used by OT, its affiliates or its business partners, vendors and agents working on our behalf for any other purpose other than as required under this Handbook, the underlying contract and permitted or required by law. If OT requires access to personal data to provide Support Services, Customer will provide personal data to OT only to the extent reasonably required.

Personal data may be processed in other countries. The transfer to other countries shall be in accordance with applicable data protection legislation which may include an adequacy decision by applicable regulators (including Privacy Shield certification) or appropriate safeguards. Appropriate safeguards may include OT and third parties entering into the EU standard contractual clauses for the transfer of personal data. For more information, please refer to the OT privacy policy available at www.opentext.com/about/privacy

Copyright © 2023 Open Text. All rights reserved. Trademarks owned by Open Text.