



Support and Maintenance Plans

Supporting our customers is our top priority. We are dedicated to fast response time for resolving questions or issues which arise with your use of ScaleOut Software's products.

Support and Maintenance Options

ScaleOut Software offers customers several options for support and maintenance on a subscription basis for an annual fee. The support and maintenance plans provide you with important benefits and nearly all customers subscribe to one of them. To received support or maintenance you need to have a current subscription to one of the following plans.

The table below outlines the features of our support and maintenance plans.

Feature	Standard Support & Maintenance	Gold Support & Maintenance	Platinum Support & Maintenance
Error correction	Yes	Yes	Yes
Non-Error Support	6 Support Cases/year	10 Support Cases/year	Unlimited Support Cases
Hot fixes and minor releases	Yes	Yes	Yes
Major releases	Yes	Yes	Yes
Priority for enhancement requests	Medium	High	Highest
Response time for Support Requests	6 hours, if within Normal Service Hours	4 hours, if within Normal Service Hours	2 hours, if within Normal Service Hours
Emergency reporting	No	Yes, within Gold Extended Service Hours.	Yes, within Platinum Extended Service Hours.
Response time for Emergency Support Requests	N/A	3 hours if Emergency Request during Gold Extended Service Hours	3 hours if Emergency Request during Platinum Extended Service Hours
Maximum servers + clients supported	Number licensed	200	300

Pricing	25% of license fees / year	Standard Support & Maintenance subscription + \$19,995/year	Standard Support & Maintenance subscription + \$49,995/year
Normal Service Hours	8:30 AM – 5:30 PM M-F Pacific Time	8:30 AM – 5:30 PM M-F Pacific Time	8:30 AM – 5:30 PM M-F Pacific Time
Extended Service Hours	N/A	8:30 AM – 5:30 PM Sat – Sun Pacific Time	All hours other than Normal Service Hours

Standard Support & Maintenance

ScaleOut Software also offers *Standard Support & Maintenance* that gives you important benefits. *Standard Support & Maintenance* is described below:

Included services:

- Issue resolution for reported Errors in ScaleOut Software’s products.
- Access to Hot Fix Releases and Minor Software Releases for the versions licensed.
- Up to **six** Support Cases per year that are directly related to the installation, configuration and operation of ScaleOut StateServer software, but are not related to Errors in ScaleOut Software’s products.
- All Major Software Releases for products licensed by the customer.
- Medium priority consideration of requested features or enhancements.

Excluded services:

- See Definitions below for Excluded Services.

Service levels and conditions:

- Subscriptions are for a 12 month period and are priced at approximately 25% of the software license fee.
- Support Requests are to be submitted via email to support@scaleoutsoftware.com or via the Web at: <http://www.scaleoutsoftware.com/support/contact.html>.
- We will use our best efforts to respond within **six** hours of the time a Support Request is received, if such initial contact and response time fall within Normal

Service Hours. Otherwise, response time will be extended for the period falling outside Normal Service Hours.

- ScaleOut Software will respond to customer Support Requests by either email or telephone at its discretion.
- In all cases it will be required for the customer to cooperate fully and provide information requested by ScaleOut Software to assist in reaching a resolution.

Gold Support and Maintenance

Included services:

All of the included services of *Standard Support & Maintenance*, plus:

- Emergency Support Requests can be made during Gold Extended Hours. A telephone hotline number is provided to assure reporting.
- Up to **four additional** Support Cases per year (**total ten**) that are directly related to the installation, configuration and operation of ScaleOut StateServer software, but are not related to Errors in ScaleOut Software's products.
- All Major Software Releases for products licensed by the customer.
- High priority consideration of requested features or enhancements.

Excluded services:

- See Definitions below for Excluded Services.
- For installations of more than 200 servers, a special supplemental contract needs to be negotiated.

Service levels and conditions:

- All licenses owned by the customer must have a current subscription to *Standard Support & Maintenance* for *Gold Support & Maintenance* to be effective.
- Subscriptions to *Gold Support & Maintenance* are priced at \$19,995 for a 12 month period and must be subscribed to for a full 12 months.
- Support Requests are to be submitted via email to support@scaleoutsoftware.com or via the Web at: <http://www.scaleoutsoftware.com/support/contact.html>.
- We will use our best efforts to respond within **four** hours of the time a Support Request is received, if such initial contact and response time fall within Normal Service Hours. Otherwise, response time will be extended for the period falling outside Normal Service Hours.
- ScaleOut Software will respond to customer Support Requests by either email or telephone at its discretion.
- For Emergency Support Requests made during Gold Extended Service Hours, we will use our best efforts to respond within **three** hours of the time of initial contact.

- In all cases it will be required for the customer to cooperate fully and provide information requested by ScaleOut Software to assist in reaching a resolution.

Platinum Support and Maintenance

Included services:

All of the included services of *Gold Support & Maintenance*, plus:

- Emergency Support Requests can be made during Platinum Extended Hours. A telephone hotline number is provided to assure reporting.
- **Unlimited** Support Cases per year that are directly related to the installation, configuration and operation of ScaleOut StateServer software, but are not related to Errors in ScaleOut Software's products.
- Highest priority consideration of requested features or enhancements.
- Monthly check-up call with your account representative and a support representative to discuss any open issues or questions. Agenda is customer-driven.

Excluded services:

- See Definitions below for Excluded Services.
- For installations of more than 300 servers, a special supplemental contract needs to be negotiated.

Service levels and conditions:

- All licenses owned by the customer must have a current subscription to *Standard Support & Maintenance* for *Platinum Support & Maintenance* to be effective.
- Subscriptions to *Platinum Support & Maintenance* are priced at \$49,995 for a 12 month period and must be subscribed to for a full 12 months.
- Support Requests are to be submitted via email to support@scaleoutsoftware.com or via the Web at: <http://www.scaleoutsoftware.com/support/contact.html>.
- We will use our best efforts to respond within **two** hours of the time a Support Request is received, if such initial contact and response time fall within Normal Service Hours. Otherwise, response time will be extended for the period falling outside Normal Service Hours.
- ScaleOut Software will respond to customer Support Requests by either email or telephone at its discretion.
- For Emergency Support Requests made during Platinum Extended Service Hours, we will use our best efforts to respond within **three** hours of the time of initial contact.

- In all cases it will be required for the customer to cooperate fully and provide information requested by ScaleOut Software to assist in reaching a resolution.

Definitions:

Emergency Support Request:

An *Emergency Support Request* is a Support Request made during Extended Service Hours as the result of a customer's production application being completely down because of a serious Error in a ScaleOut Software product.

A request that is the result of an issue in which management changes were made to a production site immediately before the outage without those same changes having been verified on a test or QA site under similar load conditions prior to the change on the production site is not a valid Emergency Support Request.

If an Emergency Support request is submitted and management changes were made to the affected site immediately before the issue occurred, the fact of the management change and details of the change must be reported as part of the Emergency Support Request.

Prior to reporting an Emergency Support Request, the customer must have gathered the following information and must make it part of the Emergency Support Request:

Item	Response
StateServer version number	
License key	
Contact name	
Contact e-mail address	
Contact phone number	
Best hours for a callback	
Detailed description of the problem and symptoms	
Exact system configuration (number of hosts in the store, network speed, memory per host, number and type of processors per host, etc.)	
The output of the ScaleOut StateServer logfiles (ScaleOut StateServer_tlog0.txt and ScaleOut StateServer_tlog1.txt in the ScaleOut StateServer installation directory) for EVERY host in the ScaleOut StateServer store)	
The output of the "ScaleOut StateServer query all" command and the "ScaleOut StateServer show" for EVERY host in the ScaleOut StateServer store	

Error:

An *Error* is defined as a problem in which a ScaleOut product does not perform as intended by ScaleOut Software. If an Error is suspected, the following procedure will be followed:

- A detailed description of the problem should be reported to ScaleOut Software by email or via the Web, and contains the information specified on the reporting form at <http://www.scaleoutsoftware.com/support/contact.html>.
- If ScaleOut Software cannot reproduce the problem, then the customer will supply a test case that exhibits the problem. If no test can exhibit the problem, an Error does not exist.
- If upon investigation, ScaleOut Software determines that the behavior is normal and within the intended behavior of the design of the product, then there is no Error.
- If upon investigation, ScaleOut Software determines that the behavior is due to insufficient provisioning of CPU, network, and memory resources required by a ScaleOut Software product, then there is no Error.

Excluded Services:

In all cases, *Excluded Services* include, but are not limited to, the following:

- Issues related to any third party software, hardware or networking problems
- Issues related to insufficient provisioning of CPU, network, and memory resources required by a ScaleOut Software product
- Issues related to failure to follow documented product installation requirements and management procedures
- Issues related to failure to follow reasonable instructions from ScaleOut Software to resolve a Support Case
- Modifications to our products or using them in ways not authorized by ScaleOut Software
- Onsite support
- Consulting services for software applications, server or network operations, or any other type of consulting or advice beyond those directly connected with the use of ScaleOut Software's products

Extended Service Hours

Extended Service Hours are the time periods outside of Normal Service Hours in which ScaleOut Software support will be available to handle Emergency Support Requests. They are as follows:

Gold Extended Service Hours:

Gold Extended Service Hours are 8:30 AM to 5:30 PM US Pacific Time Zone, Saturday and Sunday.

Platinum Extended Service Hours:

Platinum Extended Service Hours are all hours outside of Normal Service Hours, 7 days per week, Pacific Time Zone.

Non-Error Support:

Non-Error Support includes assistance with issues or questions that are directly related to the installation, configuration and operation of ScaleOut StateServer software but are not related to suspected Errors in ScaleOut Software's products.

Normal Service Hours:

Normal Service Hours are 8:30 AM to 5:30 PM US Pacific Time Zone, Monday through Friday.

Product Releases:

From time-to-time we release new software. There are four types of releases:

- *New Products.* A new product release provides new and fundamentally different capabilities. For example, our planned Linux release will be a new product because it provides support for an entirely different operating system than our current Windows product. New product releases are not provided as part of any Support and Maintenance subscription.
- *Major Software Releases.* (e.g. 1.0.0, 2.0.0) These releases provide significant new functionality. You must be currently subscribed to at *Standard, Gold or Platinum Support and Maintenance* to receive a major software release. Major releases require a valid license key for installation.
- *Minor Software Releases.* (e.g. 1.1.0, 1.2.0) These releases provide enhancements to the functionality of a product. Minor releases are available to all customers.
- *Hot Fix Releases.* (e.g. 1.0.1, 1.0.2) These releases are done as necessary to repair bugs in the existing software and are posted on our site as soon as they are released. Hot fixes are available to all customers at any time.

Response:

A Response is a communication by ScaleOut Software to a Support Request that initiates the analysis and resolution of the Support Request.

Support Case:

A *Support Case* is the submission and receipt of a Support Request related to ScaleOut Software's products that requires resolution by ScaleOut Software. Each Support Case will generally consist of a single issue. Support Cases are logged by ScaleOut Software's support function and are assigned a case number for tracking. The closure of a Support Case is determined solely by ScaleOut Software after it has determined a resolution of the issue has been reached.

There may not be more than three open Support Cases at any point in time. At the option of ScaleOut Software, a Support Case may be immediately closed if a request for

information regarding the Support Case is made by ScaleOut Software to a customer and is not answered within three business days from the time the request was made.

Support Request:

A *Support Request* is any request submitted by email or via the Web that either:

- reports a suspected Error in a ScaleOut Software contains the information specified on the reporting form at <http://www.scaleoutsoftware.com/support/contact.html>, or
- requests assistance with a Non-Error Support issue.