

# OpenText

## End User License Agreement – US

This End User License Agreement (“EULA”) is between the OpenText entity specified in the signature block below (“OT”) and the licensee specified in the signature block below (“Licensee”), and is effective on the last signature date (“Effective Date”).

OT and Licensee agree as follows:

### **1.0 Definitions**

“**Affiliate**” means any entity controlled by, controlling, or under common control with a party to this EULA. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under this EULA;

“**Claim**” means claims, suits, actions or proceedings brought against Licensee in a court of competent jurisdiction in a Covered Country by a third party which allege an infringement of the third party’s patent, copyright, or trade secret rights of which OT is aware existing under the laws of the Covered Countries;

“**Covered Countries**” means Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Italy, New Zealand, Norway, Spain, Sweden, Switzerland, the Netherlands, the United Kingdom and the United States.

“**Documentation**” means user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Software, made generally available by OT;

“**License Documents**” means this EULA including any addenda, the License Model Schedule, all Transaction Documents (including pricing information), Documentation, the document entitled Third Party Notifications available at [www.opentext.com/agreements](http://www.opentext.com/agreements), and any other documents provided by OT setting out permitted uses of the Software;

“**License Fees**” means all non-refundable fees payable by Licensee to OT with respect to the granting of Software Licenses;

“**License Model**” means the description of the conditions, limitations and restrictions associated with the Software License which govern the use of the Software;

“**License Model Schedule**” for each individual Software License means the schedule entitled “License Model Schedule” posted at <http://www.opentext.com/agreements> in effect on the date of the applicable Transaction Document. The License Model Schedule is incorporated into this EULA;

“**Physical Media**” means the physical media or hardware containing or enabling Software;

“**Reseller**” means an authorized OT reseller;

“**Software**” includes software products, Documentation, and Support Software licensed to Licensee under this EULA, including all copies made by Licensee and may, where the meaning so implies, refer to all of the Software or portions thereof;

“**Software License**” means a license for the Software granted under this EULA to the Licensee;

“**Support Software**” means all maintenance and support software, updates, upgrades, patches, fixes, modifications, ported versions, or new versions of the Software provided to Licensee pursuant to an OT maintenance and support program, together with all related Documentation provided to Licensee pursuant to such program;

“**Taxes**” means the sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of granting of licenses and delivery of Software under this EULA, except taxes imposed on OT’s income;

“**Third Party Software**” means software products owned and licensed directly by third parties to the end user;

“**Transaction Document**” includes: a) a written order schedule signed by both parties which references this EULA, b) a quotation issued by OT and signed by the Licensee, c) an invoice issued by OT, or d) any other document that references this EULA and is agreed to by OT in writing. If and to the extent of any inconsistency between two or more Transaction Documents, the priority of the Transaction Documents will be interpreted in the order listed above. All Transaction Documents are governed by this EULA.

### **2.0 Ownership of the Software**

**2.1 Ownership.** None of the Software is being sold. All ownership, intellectual property, and other rights and interests in the Software remain solely with Open Text Corporation, its Affiliates or its licensors. The source code of the Software is trade secret of Open Text Corporation, its Affiliates or its licensors, and is their confidential information.

### **3.0 License Grant**

**3.1 Grant of License.** Except as otherwise stated in the License Documents and subject to Licensee’s payment of the License Fees and Taxes in full, OT grants to Licensee a worldwide, nonexclusive, perpetual (unless stated to be a time limited term), internal business use license (unless otherwise stated in the License Model Schedule) to download, install and execute the Software identified in the applicable Transaction Document subject to the License Models, restrictions, quantities, conditions, and limitations stated in the License Documents. OT reserves all rights not expressly granted to Licensee in a written document signed by both parties.

**3.2 Applicable License Models.** The License Model and any restrictions for the Software will be stated in the Transaction Document. If no License Model or restrictions are specified in the Transaction Document, the License Model (and any capacities) for which OT has been paid License Fees will apply.

**3.3 Allocation of Licenses to Affiliates.** Unless prohibited under the applicable License Document, the Licensee may allocate Software Licenses to its Affiliates, provided: (a) the Licensee remains responsible for the Affiliate’s compliance with the License Documents; and (b) the Licensee is liable for any breach of the License Documents by an Affiliate.

#### **4.0 Authorized Copies**

**4.1 Software and Documentation.** Licensee may make as many copies of the Software necessary for it to use the Software as licensed. Each copy of the Software made by Licensee must contain the same copyright and other notices that appear on the original copy. Licensee will not modify the Documentation. Documentation may: (a) only be used to support Licensee's use of the Software; (b) not be republished or redistributed to any unauthorized third party; and (c) not be distributed or used to conduct training for which Licensee, or any other party, receives a fee. Licensee will not copy any system schema reference document related to the Software.

#### **5.0 Restrictions**

**5.1 General Restrictions.** Except as provided in the License Documents, Licensee will not and will not permit any other party to: (a) assign, transfer, give, distribute, reproduce, transmit, sell, lease, license, sublicense, publicly display or perform, redistribute or encumber the Software by any means, to any party; (b) rent, loan or use the Software for service bureau or time-sharing purposes, or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or internet-based device, or in any other way allow third parties to access, use, and/or exploit the Software; (c) use the Software, in whole or in part, to create a competitive offering; (d) charge a fee to any party for access to or use of the Software; (e) use the Software in a manner inconsistent with the License Documents.

**5.2 Further Restrictions.** Licensee will not disclose results of any benchmark or other performance, evaluation, or test run on or related to the Software. Licensee acknowledges that the Software is not fault-tolerant and not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance and consequently will not use the Software for (w) the on-line control of aircraft, air traffic, aircraft navigation, or aircraft communications; (x) in the design, construction, operation or maintenance of any nuclear facility; (y) medical or surgical applications; or (z) any other application in which failure could cause personal injury or death. Except as expressly permitted under applicable law, Licensee will not modify, adapt, translate, reverse engineer, decompile, disassemble, decrypt, port, emulate the functionality, reverse compile, reverse assemble, or otherwise reduce or attempt to discover any source code or underlying structures, ideas, or algorithms of the Software or any confidential information or trade secret

**5.3 Derivative Works / Improvements.** Licensee is prohibited from creating any change, translation, adaptation, arrangement, addition, modification, extension, upgrade, update, improvement, (including patentable improvements), new version, or other derivative work based on, incorporating, or using, the Software. Notwithstanding, if any of the Software is provided to the Licensee in source code format (or any other format that can be modified), the Licensee may modify such portion of the Software for the sole purpose of using the Software in accordance with this EULA and OT will solely own all modified portions and Licensee will irrevocably assign to OT in perpetuity all worldwide intellectual property and any other proprietary rights in and to any modifications of the Software.

**5.4 Interfacing and Interactive Software.** Licensee may not permit any software products not licensed by OT to interface or interact with the Software, unless accomplished through the use of application program interfaces provided by OT.

#### **6.0 Ordering Software Licenses**

**6.1 Direct Orders.** If Licensee orders Software directly from OT, the Software must be identified on a Transaction Document acceptable to OT.

**6.2 Orders through an OT Reseller.** Software Licenses ordered through a Reseller are governed by the license grant set out in this EULA and the License Model description set out in the License Model Schedule. The License Model will be stated in an order document between Licensee and Reseller. If Reseller does not notify Licensee of the correct License Model, then the License Model for which OT has been paid License Fees will apply.

**6.3 Risk of Loss and Shipping Terms.** The Software is deemed delivered on the earlier of (a) when it is made available by OT for electronic download, or (b) when OT delivers the Software on Physical Media. Title to the Physical Media and all risk of loss for the Physical Media will pass to Licensee when delivered by OT to the shipping dock of the OT shipping facility.

**6.4 Invoicing And Payment.** OT may invoice Licensee for License Fees and Taxes upon delivery of Software. All License Fees and Taxes due to OT by Licensee are due and payable upon Licensee's receipt of an invoice from OT. License Fees do not include Taxes which are the responsibility of Licensee. If OT is obligated to pay Taxes on behalf of Licensee, Licensee will reimburse OT in full promptly following receipt of OT's invoice. Licensee is responsible for paying the full License Fees to OT regardless of any Taxes Licensee is required to withhold or deduct. All License Fees and Taxes due to OT under this EULA are payable in the currency specified in the Transaction Document. All License Fees and Taxes due to OT which are not paid in full within 30 days following its due date will bear interest at a rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less, on the unpaid portion until fully paid. This subsection does not apply if Software is purchased through an OT reseller.

**6.5 Over Usage.** OT may invoice Licensee for fees and Taxes payable by Licensee due to use of or access to the Software in excess of the number or type of Software Licenses granted by OT.

**6.6 Licensee Affiliate Orders.** Licensee's Affiliates that order Software Licenses are bound by the terms and conditions of this EULA as if it were the Licensee. Licensee and its Affiliates are jointly and severally liable to OT for any breach of this EULA.

**6.7 OT Affiliate Orders.** OT Affiliates may fulfill orders pursuant to a Transaction Document in which case the OT Affiliate is bound by all of the terms and conditions of this EULA as if it were OT.

#### **7.0 OT Support and Maintenance.**

**7.1 OT Support and Maintenance Program.** All Support Software provided to Licensee under an OT maintenance or support program is governed by this EULA. The provision of maintenance and support services by OT will be governed by the then-current version of the applicable OT software maintenance program handbook (available upon request or at [www.opentext.com/agreements](http://www.opentext.com/agreements)).

## **8.0 Audits and Noncompliance.**

**8.1 Audit.** During the term of this EULA and for 24 months after, Licensee will maintain electronic and other records sufficient for OT to confirm that Licensee has complied with this EULA. Licensee will promptly and accurately complete and return (no less than 30 days) any self-audit questionnaires, along with a certification by an authorized representative of Licensee confirming that Licensee's responses to the questionnaire accurately and fully reflect Licensee's usage of the Software. Furthermore OT may once per year audit Licensee's records and computer systems (including servers, databases, and all other applicable software and hardware) to ensure Licensee has complied with this EULA. Licensee shall cooperate with OT's audit team and promptly and accurately respond to, database queries, location information, system reports, and other reports requested by OT and provide a certification by an authorized representative of Licensee confirming that information provided by Licensee accurately reflects Licensee's usage of the Software

**8.2 Conduct.** Audits will be conducted during regular business hours and will not interfere unreasonably with Licensee's business. OT will provide Licensee with 7 days prior notice of each audit. Licensee will allow OT to make copies of relevant Licensee records. OT will comply with all applicable data protection regulations.

**8.3 Noncompliance.** If Licensee is not in compliance with the Software Licenses, Licensee will be deemed to have acquired additional Software Licenses at OT's then-current list price to bring Licensee into compliance, and Licensee must immediately pay: (a) the applicable License Fees and Taxes, and (b) maintenance and support fees covering (i) the period Licensee was not in compliance with the Software License; and (ii) the first year maintenance and support fees on any additional Software Licenses. If Licensee has failed to comply with the License Documents, Licensee will reimburse all costs incurred by OT in performing the audit. Compliance with the License Documents is the sole responsibility of Licensee.

## **9.0 Limited Warranties**

**9.1 Limited Software Warranty.** OT warrants to Licensee that Software: (a) will be free of all known viruses at the time of first delivery; and (b) will perform substantially in accordance with its accompanying Documentation for 60 days from the date of first delivery. OT's entire liability, and Licensee's sole remedy, for each breach by OT of the warranty in: (i) clause (a) is limited to requiring OT to deliver a replacement copy of the Software to Licensee free of known viruses; and (ii) clause (b) is limited to requiring OT to correct or work around the portion of the Software giving rise to such breach within a commercially reasonable time, failing which OT will refund all License Fees attributable to the portion of the Software giving rise to the breach.

**9.2 Warranty Exclusions.** The warranties do not apply to any breach caused by: (a) any change to the Software, except where the changes were made by OT through Support Software; (b) Licensee's failure to provide a suitable installation or operating environment for the Software; (c) use of the Software on or caused by software, firmware, computer systems, data, technology or a hardware platform not approved by OT in writing; (d) any telecommunications medium used by Licensee; (e) failure of Licensee or user to comply with the Documentation; or (f) failure of Licensee to report a warranty claim within the warranty period. OT does not warrant that the Software is error-free or will operate without interruption.

**9.3 WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS SECTION, OT AND OT'S LICENSORS MAKE NO REPRESENTATIONS AND DISCLAIM ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ADEQUACY OF THE SOFTWARE TO PRODUCE A PARTICULAR RESULT.**

**9.4 Inability to Exclude Warranties.** If a jurisdiction applicable to this EULA restricts the exclusion of certain implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of incidental, consequential, or special damages: (a) each warranty which cannot be excluded is limited in time to 60 days from the date of first delivery of the Software; and (b) OT's total liability to Licensee for breach of all such warranties are limited to the amount stated in the Limitation of Liability section.

## **10.0 OT Infringement Indemnity**

**10.1 Infringement Claims.** OT will defend Licensee from any Claim, to the extent the Claim arises solely as a result of Licensee's use of the Software in accordance with the License Documents, and provided the alleged infringement was not caused by: (a) Licensee's failure to incorporate a Software update or upgrade that would have avoided the alleged infringement; (b) the modification of the Software by any party other than OT; (c) the combination or use of the Software with software, hardware, firmware, data, or technology not licensed to Licensee by OT or approved by OT in writing; or (d) unlicensed activities of the Licensee .

**10.2 Exclusions.** OT's obligations in this section are conditioned upon: (a) Licensee notifying OT in writing within 10 days of Licensee becoming aware of a Claim; (b) Licensee not making an admission against OT's interests unless made pursuant to a judicial request or order; (c) Licensee not agreeing to any settlement of any Claim without the prior written consent of OT; and (d) Licensee, at the request of OT, providing all reasonable assistance to OT in connection with the defense, litigation, and settlement by OT of the Claim; and (e) OT having sole control over the selection and retainer of legal counsel, and over the litigation or the settlement of each Claim. OT will indemnify Licensee from any judgment finally awarded, for which all avenues of appeal have been exhausted, or any final settlement in connection with any Claims, provided all the conditions of this section are satisfied.

**10.3 Licensee's Continued Use.** If the Software becomes the subject of a Claim, OT will, in its absolute discretion, either (a) obtain a license for Licensee to continue using the Software, (b) replace or modify the Software without unreasonable degradation in functionality or (c) terminate the Software License to the infringing portion of the Software and refund the unamortized portion of the License Fees received by OT and attributable to the infringing portion of the Software, based on a 3 year straight line amortization. OT's entire liability and Licensee's sole and exclusive remedy with respect to any Claims are limited to the remedies set out in the OT Infringement Indemnity section.

## **11.0 Limitation of Liability**

**11.1 EXCLUSION OF DAMAGES.** NOTWITHSTANDING ANY BREACH BY OT (INCLUDING FUNDAMENTAL BREACH) OR TERMINATION OF THIS EULA, OT IS NOT LIABLE TO LICENSEE OR TO ANY OTHER PARTY FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST OR CORRUPTED DATA, OR REPROCUREMENT AMOUNT.

**11.2 LIMITATION OF LIABILITY.** OT'S AGGREGATE LIABILITY TO LICENSEE WILL NOT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID TO OT UNDER THE RELEVANT TRANSACTION DOCUMENT. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS EULA WITHOUT THIS SECTION.

**11.3 DISCLAIMER.** THE LIMITATIONS IN THIS SECTION APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, EQUITY, AT LAW, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF OT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF LICENSEE'S REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. IF THE APPLICATION OF THIS SECTION IS LIMITED BY LAW OT'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## **12.0 Termination**

**12.1 Termination for Default.** Either party may terminate this EULA if the other party: (a) becomes insolvent; and (b) has a receiver or receiver manager appointed with respect to it or any of its assets. Without prejudice to each right or remedy of a non-breaching party, either party may terminate this EULA for material breach by written notice, effective 10 days after notice unless the other party first cures the breach.

**12.2 Effect of Termination or Expiration.** Upon any termination of this EULA, or license granted pursuant to this EULA, or upon expiration of a term license: (a) all Software Licenses will immediately terminate; (b) Licensee will immediately cease all use of the Software; and (c) Licensee must either deliver to OT or destroy all copies of Software, Documentation, and OT confidential information in Licensee's possession or control. Within 15 days after termination, an authorized representative of Licensee must certify in writing that all copies have been delivered to OT or destroyed. Any terms in this EULA which by their nature extend beyond termination or expiration of this EULA will remain in effect until fulfilled.

## **13.0 Miscellaneous Provisions**

**13.1 Confidentiality.** Information exchanged under this EULA will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this EULA and may only be shared with employees, agents, or contractors with a need to know such information. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure during the period the information remains confidential or a trade secret. These obligations do not cover information that (a) was known or becomes known to the receiving party without obligation of confidentiality; (b) is independently developed by the receiving party or (c) is required to be disclosed by law or a governmental agency.

**13.2 Automated Verification.** The Software may contain or require a license key to prevent unauthorized installation or to enforce limits of the Software License, and may contain devices or functionality to monitor Licensee's compliance with this EULA.

**13.3 Developer Tools.** OT is not responsible or liable for Licensee's development or use of additional software code or software products ("Licensee Software") using software developer tools licensed by OT and Licensee will defend and indemnify OT against any claims, damages, costs, losses or expenses related to the development or use of the Licensee Software.

**13.4 Independent Contractors.** OT and Licensee are independent contractors. Neither party has any authority to bind the other in any manner.

**13.5 Waiver, Amendment, Assignment.** Any amendment of this EULA must be in writing and signed by both parties. Licensee may not assign, transfer, or sublicense any portion of its interests, rights, or obligations under this EULA by written agreement, merger, consolidation, change of control, operation of law, or otherwise, without the prior written consent of OT. Neither party will be deemed to have waived any of its rights under this EULA by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of this EULA will constitute a waiver of any prior or subsequent breach of this EULA. An assignment in contravention of this section will be null and void. Except to the extent identified in this subsection, this EULA will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

**13.6 Governing Law.** This EULA is governed by the laws of the State of Delaware excluding (a) its conflicts or choice of law rules, and (b) the United Nations Convention on Contracts for the International Sale of Goods. Except for a request by OT for injunctive or other equitable relief, any dispute arising out of this EULA will be subject to the exclusive jurisdiction of the courts located in the State of Delaware. The prevailing party in any litigation related to this EULA will be entitled to its reasonable attorneys' fees and court costs. The Uniform Computer Information Transactions Act, or any version, adopted by any state, does not apply to this EULA.

**13.7 Force Majeure.** Except for payment and confidentiality obligations, or protection of intellectual property, neither party is responsible for any delay or failure in performance of this EULA to the extent due to causes beyond its reasonable control.

**13.8 Severability.** If any provision of this EULA is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from this EULA and all remaining provisions will continue in full force.

**13.9 Export Laws.** The Software, including Documentation, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee will comply strictly with all regulations and has the responsibility to obtain any licenses required to export, re-export, or import Software or Documentation.

**13.10 Press Release.** OT may refer to Licensee's relationship with OT in a public press release or marketing materials.

**13.11 Attribution Notices.** Licensee will not remove, modify, obscure, resize, or relocate any ownership, attribution, or branding notices from the Software.

**13.12 Resale of Third Party Software.** The use of any Third Party Software resold by OT to the Licensee will be governed by a license agreement between the Third Party Software owner and the Licensee. OT does not provide any warranties related to the Third Party Software. OT has no liability or obligation to the Licensee related to the Third Party Software.

**13.13 US Government End Users-Restricted Rights Legend.** If the Software is being licensed directly or indirectly on behalf of the United States government, the following applies. For civilian agencies and departments: the Software was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 and its successors, and it is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense, the Software is "commercial computer software" and "commercial computer software documentation" under the Rights in Computer Software and Computer Software Documentation clause of DFAR 227.7202-3 (a) and its successors, and all use, duplication or disclosure is subject to the license and restrictions set forth in this EULA.

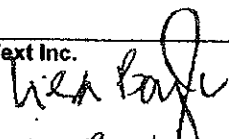
**13.14 Entire License Agreement.** The License Documents set forth the entire agreement between the parties with respect to this subject matter, and supersede all other related oral and written agreements and communications between the parties. Neither party has relied upon such other agreements or communications. Any purchase order terms which purport to amend or modify terms of the License Documents, or which conflict with the License Documents are void.

**13.15 Third Party Rights.** This EULA does not confer a benefit on, and is not enforceable by, any person or entity who is not a party to this EULA.

**13.16 Legal Review and Interpretation.** Both parties have had an opportunity for legal review of the License Documents. The parties agree that the License Documents result from negotiation between the parties. The License Documents will not be construed in favor of or against either party by reason of authorship. The headings used in this EULA are for convenience only. The term section refers to all subsections below a section heading (i.e. 3.0) and the term subsection refers to sequentially numbered subsections following a section (i.e. 3.1). Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents et avis qui s'y rattachent ou qui s'y rattacheront, soient rédigés en langue anglaise. The parties confirm that this Agreement and all related documentation is and will be in the English language.

**13.17 Notices.** Any notice under this EULA that must be given by a party in writing is deemed effective when sent either: (a) via certified or registered mail, postage prepaid, or (b) via express mail or nationally recognized courier service to the other party's address specified in this EULA or on the most recent Transaction Document. Notices to OT will also be sent to OT's general counsel at 275 Frank Tompa Drive, Waterloo, Ontario Canada, N2L 0A1.

**13.18 Hardware.** IF HARDWARE IS IDENTIFIED ON A TRANSACTION DOCUMENT, THE SALE AND USE OF THE HARDWARE WILL BE GOVERNED BY TERMS OTHER THAN THIS EULA. OT DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO THE HARDWARE.

<p>Open Text Inc.</p>  <p>Name: Lisa Boyle Title: SVP Customer Support Revenue Programs Date: Sept 23/16 Address:</p>	<p>Licensee: _____</p> <p>Name: Title: Date: Address:</p>
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**TRANSACTION DOCUMENT  
(SCOPE OF SERVICES/PAYMENT PROVISIONS)**

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**I. Service Delivery Site**

The service delivery site will be 1590 Moffett St, Salinas, Ca 93905.

**II Scope of Services**

**A) Open Text Responsibilities:**

1. **The terms of** the Open Text Software Maintenance Program Handbook, attached to this Transaction Document as Exhibit 1, are incorporated by reference

**B) County Responsibilities:**

1. Daily maintenance of RightFax software application which includes review of system logs and repair/restoration of system in case of an outage or failure.
2. Maintenance and replacement of RightFax server hardware
3. County Customer support including configuration of user accounts, training, and generation of reports or logs related to the use of the RightFax software application.
4. Integration of the RightFax system with the County telephone system in order to provide enterprise wide fax solutions.

**III. Term of the Agreement**

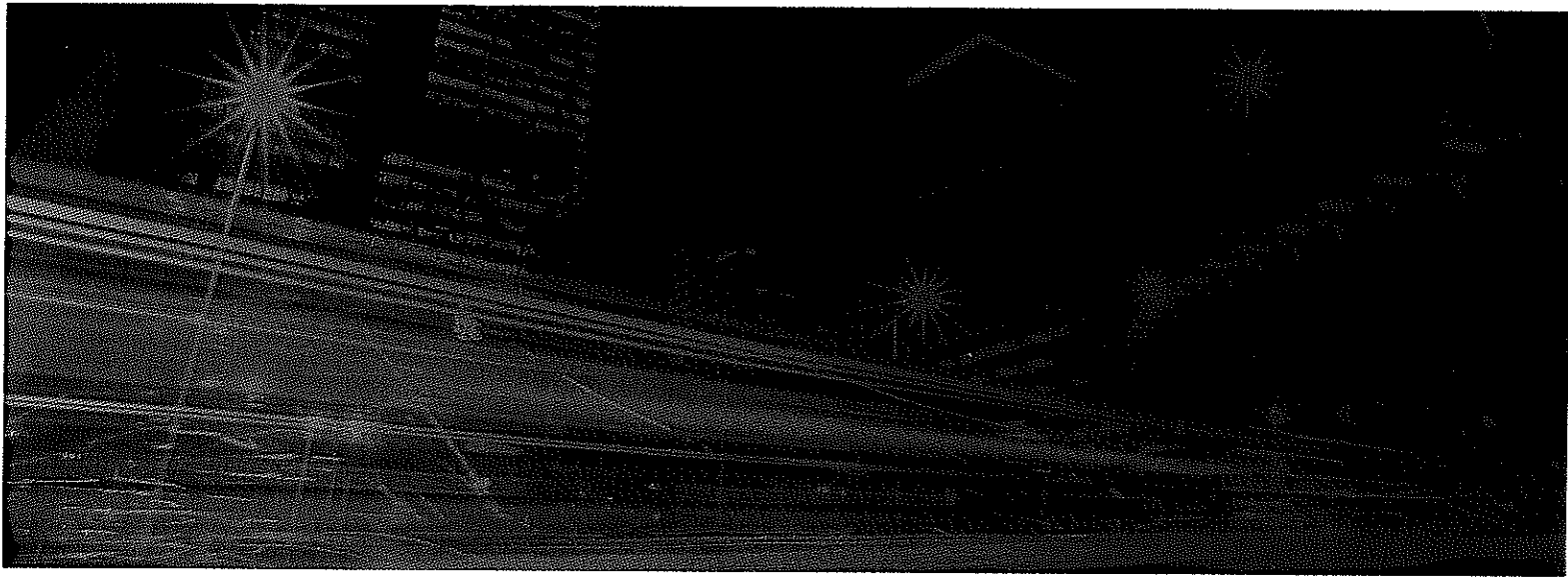
The term of this Agreement shall be from July 1, 2016 to June 30, 2019.

**IV. Payment Provisions**

- A. For the services described in this Agreement within the term specified above, the maximum obligation of the County will be \$ 17,802.00.
- B. Travel reimbursement shall be in accordance with and shall not exceed the IRS allowances per County of Monterey Travel Policy. A copy of the County's Travel Policy is available on the Auditor-Controller's web site at:  
<http://www.co.monterey.ca.us/auditor/policy.htm>.
- C. Invoices shall be submitted and mailed to

Monterey County Information Technology  
1590 Moffett Street  
Salinas, Ca 93905  
Attn: Accounts Payable

OPENTEXT™



# OpenText Protect

## Software Maintenance Program Handbook

May 2015

## 1. Introduction

Welcome to Open Text Corporation's OpenText (OT) Protect Software Maintenance 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 Protect Software Maintenance Program Handbook (the "Handbook") describes the OT Protect Software Maintenance Program services offered for covered OT software licensed from OT and for which you have purchased the support services described herein. We also offer fee-based enhanced support programs that allow organizations to extend their support coverage depending on their business needs, and are available to any current subscriber of the OT Protect Software Maintenance Program and is described in section 6 of the Handbook.

You can also refer to <http://www.opentext.com/support> to find more information, or contact your local support office for documentation on these additional programs. Except as specifically outlined in this Handbook, the terms of customer's license agreement for the Covered Software shall apply to OT Protect Software Maintenance Program and any additional optional coverage purchased by the customer. Applicable country-specific terms can be found at <http://www.opentext.com/agreements>.

In the event of a discrepancy between the terms in this Handbook and the terms of either a negotiated and signed license agreement or a separate maintenance and support agreement between you and OT, the terms of such negotiated, signed agreement ("Agreement") shall govern.

*Note: References to "you", "your" or "customer" mean the entity that licensed the Covered Software from OT and is purchasing OT Protect Software Maintenance Program services; "we" or "our" refers to OT.*

### 1.1 Definitions

"Additional Program" refers to OpenText Protect Premier Support, OpenText Protect Anytime, or OpenText Protect Anywhere.

"Anniversary Date" refers to the initial date for the commencement of customer's OT Protect Software Maintenance Program which is on the date the Covered Software is initially shipped or otherwise made available from OT to you.

"Classification" 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 support, available to OpenText Protect customers.



**“Current Maintenance”** – a defined period of time from the version release date which includes:

- Unlimited number of Support Request submissions
- Service Packs and/or Product Patches
- 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 5x8 Monday through Friday, except for OT published holidays, in the country in which the Covered Software is installed.

**“Dedicated Support”** refers to remote or onsite assistance from an OT 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.

**“Documentation”** refers to user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Standard OT Product, made generally available to OT’s end users by OT.

**“Error”** refers to any verifiable and reproducible failure of the Covered Software to substantially conform to the Documentation, as applicable, for such Covered Software.

**“Error Corrections”** refers to actions carried out by correction programs (for example, by an Update, Product Patch, Workaround or bug fix).

**“Live Chat”** refers to online access to quick guidance from OT support personnel via the Customer Service Portal.

**“Optional Coverage”** refers to any support program or service outside of the scope of the OT Protect Software Maintenance Program which you have subscribed to.

**“OT”** refers to Open Text Corporation and its subsidiaries/affiliates offering the maintenance and support services as described in this OT Protect Software Maintenance Program Handbook (formerly offered under the “OT Software Maintenance Program Handbook”).

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

**“Points of Contact”** or **“POC”** refers to one or more of your designated 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 version of the software.

“Resolution” refers to taking the necessary action 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 Product Patch.

“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.

“Service Pack” refers to a collection of Product Patches and/or Updates.

“Standby Support” refers to an assigned support representative with expertise in your planned maintenance activity that will be on call in the event you need assistance.

“Support Request” or “SR” refers to the initiation of a record or “ticket” documenting the details of the request.

“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:

- Unlimited number of Support Request submissions
- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events)

“Update” shall mean any change, revision or Error Correction of the Covered Software, which will be provided by OT to the customer in accordance with this Handbook. With each Update, the minor version number will increase (for example, 2.3 to 2.4 or 2.4a to 2.4b)

“Upgrade” means a replacement of the Covered Software with a newer version of the covered software, which will be provided by OT and can be used by the customer in accordance with this Handbook. With each Upgrade, the major version number will increase (for example, 3.5 to 4.0).

“Workaround” is a manner of addressing a software 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 a Product Patch or an Update.

## 2. Support Services

### 2.1 General

#### 2.1.1 Hours and OT Support Services Location Information

Support Services are available Monday through Friday, except for OT published holidays. Hours, support locations and additional contact information for the OT Protect Software Maintenance Program are available at: [https://knowledge.opentext.com/go/Customer\\_Care](https://knowledge.opentext.com/go/Customer_Care). 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.

#### 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 Support with the information, and undertake actions, required to achieve a resolution of the Support Request as described below. POCs are generally the administrators and other members of your technical staff.

You may designate up to three POCs. The POCs may only contact OT Support in the region in which the Covered Software is installed, even if the POCs are in different geographical regions. If the POCs are in different geographical regions and local, regional support is required, separate from where the Covered Software was installed, then you will need to subscribe to OpenText Protect Anywhere.

#### 2.1.3 Supported Versions

OT uses industry-standard version number protocols to identify the version of the Covered Software. For example, either by combining a major version number, a minor version number, a point version number and a service pack version number (or build number); or by combining a major version number, a minor point version number, a minor alphabetical version number and service pack version number (collectively referred to as the "version"). Service packs are technically equivalent to a new point version except, with a service pack, it is intended that the installation process (if carried out as directed by OT) will retain substantially all of the configuration information from the current point release. For the purposes of this Handbook, a version will be considered an instance of the Covered Software, which is released by OT with its own unique version number.

You are encouraged to run the most recent version of the Covered Software. OT will support each major/minor version (for example, 9.x) of the Covered Software for a period of, in most instances\*, sixty (60) months after the major/minor version release is generally made available to OT's customers (Current Maintenance). After the expiration of the Current Maintenance term, the Product enters the Sustaining Maintenance phase of the product lifecycle. When a product is considered to be in Sustaining Maintenance, no new Services Packs and Patches are released for general use. Errors and enhancement requests may still be reported. Migration to a Current Maintenance version may be required in order to address an issue.

If you are unable to upgrade to a version under Current Maintenance, OpenText offers the OT Protect Superseding Support Program at an additional cost.

\* The length of term of the Product Support Lifecycle may vary depending on the product and version. Please refer to the Customer Service Portal product page for specific lifecycle terms.

## 2.1.4 SDK Support

OT Protect Software Development Kit (SDK) Support will provide assistance with Support Requests relating only to: (a) the installation (b) the configuration of an OT developer application (for example, Integrated Development Environment (“IDE”)) or related software required to establish a suitable development or programming environment that is consistent with those environments or applications which have been supported; and (c) the analysis of error messages related to the OT developer application. SDK support does not cover support for debugging code assistance with writing coding, code reviews, or any general programming assistance.

## 2.1.5 Language

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.

## 2.2 Initiation of a Support Request

Support Services are provided under the OT Protect Software Maintenance 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 subscribers network, hardware and operating systems). SRs for Support Services to address any issues should be initiated by a POC using either the Customer Service Portal located at [https://knowledge.opentext.com/go/Customer\\_Care](https://knowledge.opentext.com/go/Customer_Care) or the My Support App, which is available for iOS, Android and BlackBerry devices. These customer self-service tools will automatically initiate an SR and send you an associated tracking number.

Your obligations are to:

- Provide OT 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 Support.

## 2.3 OT Response to a Support Request

### 2.3.1 Support Request Dispatch

Support Requests will be dispatched as follows:

- (a) If the SR involves OTC Covered Software, then a product SR will be forwarded to OT Support for Classification and Resolution (described below).
- (b) If the SR involves a product that is developed by a third party, the SR will be referred to that third party. At OT's option, OT Support may contact the third party on your behalf or require that you contact the third party directly.
- (c) If the source of the SR is unclear, the ticket will be forwarded to OT Support for further investigation and, once the source of the SR is determined, it will be dispatched as described above in sections 2.3.1 (a) and (b).
- (d) 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.

### 2.3.2 Support Request Classification

Each SR will be classified by OT Support as follows:

- (a) **Critical** - An SR will be classified as critical if the performance issue reported causes the Covered Software to be functionally inoperable and prevents the Covered Software from being used in Production Mode.
- (b) **Serious** - An SR will be classified as serious if the performance issue reported significantly degrades the performance of the Covered Software or materially restricts your use of the Covered Software in a Production Mode. The Serious classification does not include questions on end use and configuration of the Covered Software.
- (c) **Normal** - An SR will be classified as normal if the performance issue reported is a question regarding end use, configuration of the Covered software or a minor defect in the Covered Software which does not materially restrict your use of the Covered Software in Production Mode.

As a rule, an SR for a non-production system is Classified at one level below that of an identical SR for a production system.

OT will consider, in good faith, your request to re-classify an SR prior to its resolution.

### 2.3.3 Response Times

The Response Times are:

For an SR Classified as critical - 1 hour

For an SR Classified as serious - 2 hours

For an SR Classified as normal - 4 hours

Response times are targets and cannot be guaranteed in all circumstances by OT.

### 2.3.4 Management Escalation Process

Unresolved SR's will be escalated to OT management under the following approximate guidelines (as measured from the time of receipt of the SR by OT Support):

1. Unresolved SR's classified as critical or serious will be escalated to OT's Manager, Product Support within four hours; to the Senior Director, Customer Support after one business day; to the Vice-President, Customer Support after three business days; to the Corporate VP, within five business days, and, in certain cases and at your request; to the President and CEO after ten business days.
2. Unresolved SR's classified as normal will be escalated to OT's Manager, Product Support within seven business days; to the Senior Director, Customer Support after twenty one business days; to the Vice-President, Customer Support after thirty business days; to the Corporate VP, within sixty (60) business days; and, in certain cases and at your request, to the President and CEO after ninety (90) business days.

### 2.4 Resolution of Support Request

OT 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.

OT offers additional services focused on the development of business continuity and disaster recovery plans. Please contact [SupportPrograms@OpenText.com](mailto:SupportPrograms@OpenText.com) for more information.

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

#### 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 Support has not resolved the SR, and if no Workaround can be found or created to resolve the SR, OT Support will use commercially reasonable efforts to develop a Product Patch to address the SR and provide it to you.

If the Product Patch is to be distributed to all OT Protect Software Maintenance Program subscribers, it will first be given to the OT System Testing department which will perform a regression test suite on some or all supported platforms with the Product Patch installed. In such cases, distribution of this Product Patch will be carried out through the next scheduled Product Patch release or Service Pack version release.

#### 2.4.2 Resolution of Serious SR's

For SR's classified by OT as serious, OT may develop a Product Patch. If a Product Patch is created, it will be distributed through the next scheduled Product Patch release or service pack version release.

#### 2.4.3 Resolution of Normal SR's

Product Patches for SR's classified as normal may be included in the next version release from OT.

#### 2.4.4 Onsite Assistance

Onsite support is available as a fee-based service for OT products and solutions. This service is delivered by Customer Support and may include, but is not limited to, Workarounds or assistance with configuration changes as part of the Resolution of an open SR. Contact [SupportPrograms@OpenText.com](mailto:SupportPrograms@OpenText.com) or your local OT Customer Support office for more information.

#### 2.4.5 Live Chat Assistance

Live Chat assistance is available as part of OT online resources by providing quick guidance and assistance in real-time. Live Chat is available to all partners and customers who participate in the OT Protect Software Maintenance Program, and is intended to assist with issues that do not require extensive investigation.

#### 2.4.6 Conditions of a Support Request Resolution

OT will have no obligation to provide a resolution for your SR as described above unless:

- You have installed and implemented all of the most recently available relevant Updates, including the Product Patches, Service Packs, or any other Updates or you do so at the request of OT Support. OT 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 product release notes; AND,
- The SR has, as determined by OT, not been caused by (a) you, including, but not limited to your use of development tools, including SDK; (b) a third party; (c) work performed by OT Consulting Services; or (d) the operating environment in which the Covered Software is implemented, including, among other things, the operating system, database, other applications 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,
- Your POC has received OT required training within a reasonable amount of time of installation date (fees for such training are not covered by the OT Protect Software Maintenance Program); AND,
- You have provided OT with all of the information necessary to allow OT to reproduce the SR; AND,
- If required, you provide remote access to OT for the system for which the SR has being requested. Such remote access will only be used within the context of troubleshooting.

### 3. Software Updates

Software Updates will be made available to you as part of the OT Protect Software Maintenance Program at no additional charge if and when such Software Updates are generally released to all OT Protect Software Maintenance Program subscribers. To receive such Updates the OT Protect Software Maintenance Program must be subscribed to at time of release and request. Subscribers are notified about new software versions in regular information bulletins and via the Customer Service Portal. Software Updates include new versions of the Covered Software and Product Patches.

### 4. Limitations

The following limitations apply to the OT Protect Software Maintenance Program:

- The OT Protect Software Maintenance Program as described in this Handbook only applies to the Covered Software and does not apply to any modifications, deliverables, or services provided by OT's Professional Services staff or by third parties.
- 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.
- Other than the express warranties and representations described in this Handbook, OT disclaims all statutory or implied warranties to the maximum extent permitted by law. Where law implies warranties or guarantees into this Handbook which cannot be excluded, those warranties or guarantees shall be included in this Handbook and OT's liability for breach of such warranties or guarantees shall be limited to, at its option, to the re-supply of the OT Protect Software Maintenance services.
- Unless otherwise agreed to in writing in a negotiated agreement and to the maximum extent permitted under applicable law, OT's total liability which relates in any way to the provision of OT Protect Software Maintenance Program services shall be limited to an amount equal to the fees paid by you to OT with respect to the provision of said services during the year preceding the date when said liability arose.
- OT's obligation to address SR's and/or performance issues shall be strictly limited to those obligations described in this Handbook.
- Customer will be solely responsible for maintaining the data integrity of its systems and will maintain backups so as to have the ability to restore damaged and/or failed systems; thereby minimizing loss of data caused either by system failure or user error.
- The OT Protect Software Maintenance Program, OT Protect Anytime, OT Protect Anywhere, and OT Protect Premier Programs do not provide for dedicated assistance with issues encountered as a result of implementing major changes to the technical architecture of the standard OT Product (for example, upgrades to the application, underlying database, addition of new hardware, etc.). Standby or Dedicated support are fee-based support services that must be pre-arranged for these types of activities. Please contact [SupportPrograms@OpenText.com](mailto:SupportPrograms@OpenText.com) for more information.
- The provision of license keys from third party vendors is excluded from service level agreements of OT Protect Software Maintenance and related support plans (Section 6). License keys from third party vendors are requested of the third party vendor by OT, and provided by the third party vendor.



## 5. Term and Renewal

### 5.1 Initial Term and Renewal

The initial term for OT Protect Software Maintenance Program is twelve months beginning on the date the Covered Software is delivered by OT to you which may be accomplished by making the Covered Software available to you by electronic download. Unless either party provides 90 days written notice prior to the expiration of the current term, the OT Protect Software Maintenance Program will automatically renew for a subsequent 12-month term, commencing on the day following the expiration of the current term. Before the commencement of a term, you will be obligated to pay the applicable entire annual OT Protect Software Maintenance Program fee with respect to the Covered Software which you have licensed from OT, failing which OT may suspend some or all of the OT Protect Software Maintenance Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable OT Protect Software Maintenance Program fee. OT may increase the annual fee for subsequent terms of software maintenance by no more than 10% of the price of the previous term. All fees paid for the OT Protect Software Maintenance Program are non-refundable.

### 5.2 Additions

The initial term of the OT Protect Software Maintenance Program for additional Covered Software licensed by you between Anniversary Dates shall be for twelve months beginning on the day the additional Covered Software is shipped from OT to you. The second term of OT Protect Software Maintenance Program for such additional Covered Software, and the applicable fees, will be prorated to terminate on the Anniversary Date following the start of the second term of the OT Protect Software Maintenance Program for the additional Covered Software in order to allow the terms of the OT Protect Software Maintenance Program for all Covered Software licensed by you to be coterminous.

### 5.3 Reductions

All requests to renew OT Protect Software Maintenance Program on a fewer number of licenses or modules for software than is currently covered under maintenance and support must be submitted in writing to OT no less than 90 days prior to the expiration of the then current term. Acceptance of any requests to align fees for the remaining software 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 accordance with the current list price for OT Protect Software Maintenance which may be in excess of the existing price. In such an event, the fees that would apply to each license may differ from any earlier terms (for example, previously granted fee discounts are not applicable).

### 5.4 Lapse and Reinstatement

If you do not renew a term of the OT Protect Software Maintenance Program for the Covered Software, you may, upon agreement by OT, subsequently purchase OT Protect Software Maintenance Program services for said Covered

Software for a fee to be determined by OpenText 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 Protect Software Maintenance Program uninterrupted. The fees charged to re-instate the OT Protect Software Maintenance Program are subject to a surcharge for each lapsed month, including the month of reinstatement.

Future reinstatement of software removed as a part of a reduction as described in Section 5.3 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.

## 6. Additional Programs

In order to purchase any of the Additional Programs, you must participate in one of the following: OpenText Software Maintenance or OpenText Protect Programs (collectively the “OT Software Maintenance Programs”). You must be a subscriber, through the duration of the Additional Program, to one of the OT Software Maintenance Programs.

### 6.0.1 General Terms

- Coverage for additional OT production systems managed by the same customer administration team can be included for an additional cost.
- The Additional Program period shall be for 12 months unless otherwise agreed by OT and the customer in writing.
- The terms in this Handbook shall apply to the program deliverables defined herein for each of the Additional Programs. Any additional services requested by the customer will require a separate agreement and be subject to OT's current price list.

### 6.1 OpenText Protect Premier Support - Premier Support - Program Deliverables

The following table lists the specific deliverables associated with the OpenText Protect Premier Support Program. The schedule for these activities is determined with the customer at the start of the program. Refer to Exhibit 1 for detailed descriptions of the resources and deliverables.

<b>Service Description</b>	<b>Amount/Frequency</b>
Program Management (Program Manager)	
Primary Support Liaison	On-going
Program Planning and Review Meeting	Once per program term
Creation of Support/Communication Plan document	Once per program term
Creation of System Inventory Document	Once per program term, w/updates
Issue and Escalation Management	On-going
Status Calls	Monthly
Written Status Reports	Monthly

**Premier Support with Technical Lead – Program Deliverables**

The following table lists the specific deliverables associated with the OpenText Protect Premier Support Program with assigned Technical Lead. The schedule for these activities is determined with the customer at the start of the program. Refer to Exhibit 1 for detailed descriptions of the resources and deliverables.

<b>Service Description</b>	<b>Amount/Frequency</b>
<b>Technical Support (Technical Lead)</b>	
Priority Call Handling	On-going
Assigned Technical Lead for issue resolution	On-going
<b>Program Management (Program Manager)</b>	
Primary Support Liaison	On-going
Program Planning and Review Meeting	Once per program term
Creation of Support/Communication Plan document	Once per program term
Creation of System Inventory Document	Once per program term, with updates
Issue and Escalation Management	On-going
Status Calls	Monthly
Written Status Reports	Monthly

**6.1.1 Terms and Conditions**

- 15 Program Management delivery takes place remotely during a regular eight (8) hour business day - Monday through Friday, excluding holidays, unless otherwise agreed to by both parties at the commencement of the program. Program Management may be provided for other regions at an additional charge.
- 20 Program Management and Technical Support services are delivered in the English language.
- 25 Program Management/oversight is provided for products covered by the applicable OT Software Maintenance Program and, where reasonably possible, for third party products resold by OpenText.
- 30 One monthly status call and one monthly status report are included as part of this program. Additional calls and reports may be provided at an additional charge.
- 35 The assigned technical lead (TL) will deliver remote technical support during a regular eight (8) hour business day – Monday through Friday, excluding holidays, unless otherwise agreed to by both parties at the commencement of the program. Support Requests reported outside of a standard business day may be addressed by additional resources and at an additional charge, based on the OT Support Program the customer has subscribed to. An assigned technical lead may be provided for other regions at an additional charge.
- 40 The TL will deliver remote technical support services only. The TL may be engaged for optional coverage at an additional fee.
- 45 OT may assign alternate or additional technical resources from time to time, as required for delivery of the program.
- 50 When a Premier customer initiates an SR with the OpenText Support office, a support representative will respond within one (1) hour, regardless of the severity. The OpenText Support representative will troubleshoot the issue during regular business hours if the customer subscribes to Premier Support only.

## 6.2 OpenText Protect Anytime

The OpenText Protect Anytime Support Program is a subscription-based program designed to provide you with support for critical issues (as defined in section 2.3.2) related to the Covered Software in your production environment outside standard Open Text Customer Support hours.

When the customer initiates a critical SR with the OpenText Support office, a support representative will respond within one (1) hour. The OpenText Support representative will troubleshoot the issue, providing a solution or recommended Workaround to be implemented by the customer team. OpenText Customer Services resources will be on call and available (24 hours a day, 7 days a week) until production service is restored or a Workaround agreed upon.

## 6.3 OpenText Protect Anywhere

The OpenText Protect Anywhere Program is designed for customers that have extended hours of operation or are global in reach. This program includes support for all issues of all severity classifications, 24x7x365.

Troubleshooting of Support Requests (SR) may continue outside of regional hours of operation, at the customer's request.

Unless the SR is requested for on-going transfer to a different support center, the SR will remain with or be transferred to the support center within the customer POC's home region.

## 7. Privacy

Any personal information which is disclosed to OT in the course of providing the Services shall be handled in accordance with the OT Privacy Policy, which under the "Privacy Policy" section of the OT website at [www.opentext.com](http://www.opentext.com).

Further you understand that the nature of the Support Services supplied under this Handbook may require OT to disclose personal information received from you and/or your customers to its related affiliates in other countries (including Canada, United States of America, India and other overseas locations where OT is able to maintain strict control of the handling of that personal information), and you hereby consent to such disclosure and warrant that: (i) you have all necessary rights, licenses, authorizations and consents required for the use and disclosure of the personal information by OT in accordance with this Handbook; (ii) all use of the personal information by or on your behalf is compliant with applicable laws and in accordance with the terms of this Handbook; and (iii) OT and any of its personnel will not be in breach of applicable laws as a result of using or disclosing the personal information in accordance with the terms of this Handbook.

Notwithstanding the above, the transfer disclosure of personal information shall not affect OT's obligations at law, in relation to such personal information.

## Exhibit 1

This exhibit provides an overview of the elements that may be included as part of a Premier Support Program delivered by Customer Support. Refer to the respective deliverables table for the program subscribed to for specific program entitlements.

### Delivery Roles

The assigned Program Manager (PM) is responsible for managing Premier Support program delivery. Delivery may also include a technical lead.

The respective duties and responsibilities of each support role and the different services that are part of this program are described below:

#### Program Manager (“PM”)

A Program Manager is a foundational component of a Premier Support program. The Program Manager is part of the regional OpenText Customer Support team and is dedicated to managing the delivery of the Premier Support program. The Program Manager’s responsibilities include:

- Management of all communication between the customer and OpenText Customer Support through regular ticket status reporting and phone conference meetings.
- Acting as the designated liaison for anything the customer may require of OpenText Customer Support ensuring clear communication and effective escalation (the Program Manager is notified when the customer logs a call with the support call intake team).
- Facilitating issue prioritization during standard Customer Support hours. The Program Manager will collectively monitor open Support Requests taking into consideration, where possible, other related issues, current customer activities, and customer priorities.
- The Program Manager will follow issues through to conclusion and manage all escalations in the OpenText Customer Support / Development organization.
- Working with the customer and other Customer Support team members to create and maintain a customized communication plan and site inventory plan for the customer.
- Managing delivery of any optional proactive services, strategy meetings and Customer Support Days, if part of the customer’s Premier Support program.
- Providing regular updates on the status of tickets, bugs and patches that may be relevant to the implementation of OT products.
- Engaging senior Customer Support Product Specialists for best practices guidance as needed.
- Program Managers are available during regular business hours, Monday to Friday, except for OT published holidays. Coverage during the business week in additional regions may be provided for an additional charge.

#### Technical Lead (“TL”)

The Technical Lead is a senior or principle support specialist who has in-depth technical knowledge and experience regarding OT solutions. The Technical Lead’s responsibilities, if part of the Premier Support Program the Customer subscribes to, may include:

- First technical point of contact for all assigned Customer SRs.

- Understanding the customer's technical operations involving OT products and the business processes and staff that surround them. This understanding allows OT to partner with the customer to provide appropriate solutions to business needs.
- Working with the customer's staff as a trusted advisor providing insight and guidance on best practices with OT products.
- Maintaining technical oversight of the customer's support tickets. Customer will provide the Technical Lead with in-depth and current knowledge of the customer environment which will help to form a vital link between the customer and OT, further enhancing the level of support available from OT.
- Attend regular status calls and carry out other duties under the direction of the Program Manager.
- Provide technical guidance and knowledge transfer to OT staff delivering any additional optional support services, in the event the TL is not performing the service.
- The TL is available during regular business hours, Monday to Friday, except for OT published holidays. Coverage during the business week for additional regions or during extended hours of operation may be provided for an additional charge and as agreed to in writing by both OT and the customer.

## Program Planning and Review Meeting

An annual planning and review meeting is conducted as part of the program, at a date and time as agreed to by both the customer and OT, and may include:

- Review of program entitlements.
- Review of projects and activities for the upcoming year.
- Scheduling of the site inventory.
- Communication plan review and updates.
- Scheduling of regular recurring status calls.
- Defining the frequency of status report updates
- Adjustments to the program to include any additional support services.
- Participation of OT resources on-site or remotely as specified in the customer agreement.

## Issue and Escalation Management

The customer support representative will assign a unique tracking number to the Support Request and determine the priority status of the SR with the customer. Upon submission of the SR, the Program Manager is notified, extending to the Technical Lead (TL) if part of the customer's Premier program.

The customer will advise the Program Manager of the priority of an SR for their site and will define and agree to the method and frequency of communications. All SRs are included on the Premier report and include the latest status update.

The SR will remain open until an appropriate action has been agreed upon between OT and the customer.

If the customer and OT mutually agree that on-site support is the best approach to resolve the SR, an OT resource can be made available to go on-site for an additional charge through Customer Support Days.

## Communication Plan

An annual plan is created and maintained that outlines the communication policies, escalation and reporting processes, and procedures between OT Support and the customer's support team to help successfully deliver the support services.

## Site Inventory

The customer may, in cooperation with OT Support personnel, carry out a full site inventory detailing the configuration of the customer's managed environments. An inventory may be comprised of the following system elements: hardware, operating software, OT product and third-party product software, utilities, and customized software. In addition, full descriptions of the external file store and database servers, network protocol, storage area network (if applicable) and web server and security settings will also be recorded. The customer's site inventory information may be stored in the OT Support call tracking system and the private Premier workspace and through these mechanisms be made available to all OT Support employees.

## Status Calls

As part of a Protect Premier Program, regular status calls with the customer team are organized to discuss open/closed issues, tasks, upcoming changes/events, scheduling of activities or other items of interest to the customer. Frequency is monthly unless otherwise agreed to by the customer and OT.

## Service Request Status Report

As part of a Premier Support Program a regular status report will be delivered by the Program Manager. This report will include the following elements:

- Call summary: closed, open and wait.
- Overview of all calls logged and in progress (open).
- Overview of all calls waiting on input from customer (wait).
- Overview of all calls resolved (closed).
- Usage summary of any additional and optional support programs or services the customer is subscribed to.

A distinction will also be made in the report between support, product, consultancy, and training requests.

## Private Premier Support Workspace

A private Premier Support workspace will be created in OpenText's Customer Service Portal to manage all communication and reporting between OT and the customer.

[www.opentext.com](http://www.opentext.com)

NORTH AMERICA +800 499 6544 • UNITED STATES +1 847 267 9330 • GERMANY +49 89 4629 0

UNITED KINGDOM +44 0 1189 848 000 • AUSTRALIA +61 2 9026 3400

# OPENTEXT

Open Text Inc.  
www.opentext.com

Bill To:  
Elizabeth A. Crooke  
County of Monterey - 173644  
Information Technology  
1590 Moffett Street  
Salinas, CA 93905  
UNITED STATES

## Renewal Notice

Date: 8/24/16  
Reference Number: SUS08410311  
Contract Number: 0012131058  
Renewal Number: RC106640  
Maintenance Term Start Date: 7/1/16  
Maintenance Term Expiration Date: 6/30/19  
Quote Expires: 9/23/16  
Payment Terms: Net 30

Ship To:  
County of Monterey  
1590 Moffett St  
Salinas, CA 93905  
UNITED STATES

End User Information:  
EU00101743 - County of Monterey  
1590 Moffett St  
Salinas, CA 93905  
UNITED STATES

QTY	PRODUCT	AMOUNT
23	RF Additional DDC 26391-12121	S-CPRFPG2450007 12,351.00
1	Fax Server, RightFax Enterprise Edition 26391-12121	S-CPRFPG2400003 3,177.00
1	RF PDF Module 26391-12121	S-CPRFPG2450013 1,137.00
1	RF MS Exchange 26391-12121	S-CPRFPG2450012 1,137.00

Open Text Standard Support - RightFax Support & Maintenance Renewal

Send Payments To:  
Open Text Inc.  
c/o J.P. Morgan Lockbox  
24685 Network Place  
Chicago, IL  
60673-1246  
UNITED STATES

Registration: 46-0525483  
GST/HST: 80361 5467 RT0001

Banking Information:  
J.P. Morgan Bank  
10 South Dearborn Street  
Chicago, IL 60603  
USA  
Currency: USD  
Bank Acct #: 802909309  
SWIFT: CHASUS33  
Wires: ABA 021000021  
ACH: ABA 071000013

Subtotal	17,802.00 USD
Tax	0.00 USD
Total	17,802.00 USD

Taxes are subject to change

### Pay Online by Credit Card or Upload a Purchase Order:

<https://support.opentext.com/rr-RC106640-1780200>

Direct All Inquiries to:  
Elizabeth Donnelly @ 905-762-6419 or fddg-renewals@opentext.com or Fax: 905 762 6404  
Please reference #RC106640



# OPENTEXT

## Renewal Notice

Reference Number:

SUS08410311

To authorize OpenText to invoice you for this support renewal, please sign and email this Renewal Notice to <a href="mailto:fddg-renewals@opentext.com">fddg-renewals@opentext.com</a> or fax to 905 762 6404	
I confirm that I have the authority to bind the company to the details of this quotation and steps will be taken internally to approve and pay the resulting invoice.	
<input type="checkbox"/> Our company does not require a purchase order for the support services ordered hereto.	
<b>Authorized Signature:</b>	<b>Bill To Address (if different from above):</b>
<b>Name (printed):</b>	<b>Date:</b>
<b>Email Address:</b>	<b>Title:</b>

## Terms and Conditions

- This quotation is based upon the terms and conditions for maintenance signed by the parties, or in the absence of any such signed agreement, the terms set out in the Software Maintenance Program Handbook available at [www.opentext.com/agreements](http://www.opentext.com/agreements) at the date of this quotation. All software is licensed under the terms of the applicable software license agreement signed by the parties, or in the absence of such signed agreement, under the terms of the applicable End User License Agreement available at [www.opentext.com/agreements](http://www.opentext.com/agreements) at the date of this quotation.
- All and any preprinted terms contained in any document and/or purchase order issued by Licensee are hereby fully rejected and shall have no legal effect.
- OpenText customer support services are provided in accordance with the terms of and governed by the applicable OpenText handbook sent to you with this Renewal Notice or available on [www.opentext.com/agreements](http://www.opentext.com/agreements). Customer support services and associated handbooks are available for the following: OpenText Protect Anytime Support, OpenText Protect Anywhere Support, OpenText Protect Premier Anywhere Support, OpenText Protect Premier Support, OpenText Premier Support, OpenText Premier Follow the Sun Support, OpenText Follow the Sun Support, OpenText 24x7 Support, OpenText 24x7 Restore Support, OpenText Stand by Support and OpenText Customer Support Days.
- **Hardware Service Contract:** Please note, if your purchase order is not received by the above due date, the hardware manufacturer has the right to conduct an on-site inspection (at your expense) of your equipment before acceptance.
- **Billing/Invoice Address:**  
If different from Renewal Notice please complete the following:

Bill To Company: \_\_\_\_\_

Bill To Contact: \_\_\_\_\_

Bill To Address: \_\_\_\_\_

"Go Green" To align with OpenText's corporate efficiency goals, OpenText will deliver a PDF copy of your invoice to the same email address this Support Renewal is being delivered to, unless you specifically request otherwise. If you would prefer an alternate delivery method or that the invoice be sent to an alternate email address, please contact [einvoice@opentext.com](mailto:einvoice@opentext.com).