



Product Support – Terms and Conditions

This Product Support Agreement ("**this Agreement**") is between **Visual BI Solutions Inc.** with principal place of business at 5920 Windhaven Pkwy. Plano, Texas 75093 ("**VBI**") and You (collectively, the "**Parties**").

You agree that this Agreement is like any written negotiated agreement signed by you.

Please review the terms and conditions in this Agreement carefully before installing or using the Software:

1. **New Releases/Upgrades.** Conditioned upon You holding a valid active license of Visual BI Extensions for SAP Lumira Designer (VBX) and up payment by You of all applicable Support Fees, the Company grants You a non-exclusive, limited right to receive, access and use upgrades to and new releases of the Licensed Software and other software and materials provided as part of the Support outlined below ("**Support Components**") only during the Term of the VBX License. Licenses to the Support Components shall be subject to the terms of the Agreement, including, without limitation, all the restrictions on use set forth therein.
2. **Support Services.** We will provide the Technical Support services ("**Support Services**") set forth in Section 5 below. Customer is solely responsible for any preparations or other activities required for it to receive the Support Services.
3. **Support Fees.**
 - A. **Support Fees.** Support Fees are set forth in Your invoice and shall be paid annually in USD (\$). For purposes of the Support, the "**Initial Period**" shall equal one (1) year from the date of Your invoice (also referred to as the "**M&S Period**").
 - B. **Change.** The Company agrees that the Support Fees shall remain unchanged for the Initial Period. After the Initial Term, the Company reserves the right to increase Customer's Support Fees upon thirty day's written notice ("**Notice Period**"). If Customer continues to use the Licensed Software following the expiration of the Notice Period, Customer shall be deemed to have agreed to the new Support Fees.
 - C. **Renewal of Support.** At the end of the Initial Period, Customer may be permitted, at the Company's sole option, to renew the Support for another period term by entering into a new Support Agreement (each a "**Renewal Period**"). Customer acknowledges and agree that it shall not be entitled to renew its Support unless the Licensed Software Customer is using at that time is either the latest or the immediately preceding version at that time.
 - D. **Reinstatement of Support.** If Customer's Support is terminated for any reason (including for failure to pay the applicable Support Fees), or if Customer wishes to renew the Support more than thirty (30) days after Support has been terminated, Customer may be permitted to reinstate or renew Customer's Support, at the Company's sole option, provided that: (a) the Company continues to offer such Support to its other customers; (b) the Licensed Software Customer is using is either the latest or the immediately preceding version at that time; and (c) Customer pays the Company the following: all applicable Support Fees for the period during which Customer was off Support, Company's then-current reinstatement fee, plus the applicable payment for the new Support period.

4. **Upgrades.** Customer will be eligible to receive free upgrades to the Licensed Software, including major versions, minor versions and hot fixes, provided that the Customer's Support Agreement is active.
5. **Support Services.**
 - A. Hours. Maintenance and Support is offered during Company's normal business hours, Monday 9 AM - Friday 5 PM Central Time, United States. Customer may open a support request electronically at Company's portal: <http://support.visualbi.com>
 - B. Company, at its sole discretion, will use appropriate communication mechanisms to resolve Customer's support request, including but not limited to, e-mail, telephone, and web conferencing technologies.
 - C. Coverage. The Company will only evaluate Customer's support requests directly related to malfunctions of the Licensed Software and restricted to clients and platform versions identified here: <http://visualbi.com/sap-lumira-designer/vbx-extensions/support/>
 - D. Escalation. All support cases are managed by Company and escalated based on severity and cause.
 - E. Response Times. Targeted response times for a Customer support request:
 - P1 (Critical) < Four (4) Hours*
 - P2 (High) < Twenty---Four (24) Hours*
 - P3 (Medium) < Forty---Eight (48) Hours*
 - P4 (Low) < Seventy---Two (72) Hours*

** Hours are Company's weekday business hours, and do not include weekend and off hours.*
 - F. Efforts to Correct Licensed Software. Company shall make commercially reasonable efforts to correct bugs or other errors in the Licensed Software, as more fully outlined in Section 5(C). Customer acknowledges that Company is not required to correct every bug, error, or problem with the Licensed Software that Customer reports to Company or of which Company is otherwise made aware.
 - G. Co-operation. Customer hereby agrees to cooperate with the Company in investigating and resolving Customer's support request, including, without limitation, timely responding to Company requests, providing Company with access to Customer project source files, and the like.