

Dovetail Software Maintenance Program



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Overview

Throughout our history Dovetail Software has dedicated itself to providing the best possible level of support for our customers. Through hard work and a commitment to our customers, Dovetail has succeeded in earning a solid reputation in the industry for its customer service and support. We are proud of our reputation and feel that offering excellent support is a cornerstone in our company's long range strategy for success. This document describes the Software Maintenance Program available to our customers.

Under its Software Maintenance Program, Dovetail provides both:

- Technical Support
- Software Updates

Software Support Center

You can access Dovetail's outstanding support in the way most convenient to you:

- By phone: (512) 610-5400
- By email: support@dovetailsoftware.com
- Online: <http://support.dovetailsoftware.com>

Dovetail SelfService

At our [Dovetail SelfService](#) support website, Customers can find a variety of online resources. Once a Customer logs in, they can:

- Search the knowledge base for solutions.
- Create new cases, query existing cases, log notes to a case, change severity of a case, add or download attachments to a case, and close cases.
- View installed products and support information, request upgrades, and download product documentation.
- Make sales inquiries about new products.

Technical Support Policy

To receive Technical Support, a customer must give Dovetail notice of the alleged defect during the Maintenance Period (including sufficient information to allow Dovetail to reproduce the defect). If the Software does not perform as described in its Reference or User Guide, Dovetail will attempt to correct substantial defects within a reasonable time; if a defect causes the Software to be inoperable, Dovetail's sole obligation is to attempt to correct the defect or provide a fix, patch, or workaround as expeditiously as possible.

Dovetail does not warrant that all defects will be corrected. Dovetail does not warrant the Software is error-free or that its use will be uninterrupted. Dovetail is not obligated to remedy defects that: (i) cannot be reproduced with the latest version of the Software; (ii) result from failure to follow applicable installation, operation, or maintenance requirements, incompatible or inadequately maintained platform, modifications made to the Software, use of the Software in conjunction with another party's products or other cause not attributable to Dovetail. The Customer must provide employee assistance, computer time, and other resources to facilitate Dovetail's support obligations. Often, Dovetail will ask the Customer to run diagnostic and debugging operations to determine the nature of the problem.

Support Issue Codes

Code	Description	Response Times During Business Hours
Urgent	<p>Problem Description: Production system is down. The system is inoperable and not functioning. Issues are preventing your ability to conduct day-to-day business.</p> <p>Resolution Description: The issue will be worked until resolution. The Customer must be available at all times or the issue will be downgraded to a High issue.</p>	<p>Receive a response within one (1) hour.</p> <p>Status updates will be given every four (4) hours until resolution.</p>
High	<p>Problem Description: Production processing continues in degraded state. An issue or a major component is impacting your ability to conduct normal day-to-day business. It is very difficult to work around.</p> <p>Resolution Description: The issue will be worked as a high priority above Medium issues.</p>	<p>Receive a response within two (2) hours.</p> <p>Status updates will be given one (1) time a day.</p>
Medium	<p>Problem Description: Production is proceeding, but in an impaired fashion. Workarounds are available.</p> <p>Resolution Description: Normal issues will be worked accordingly.</p>	<p>Receive a response within one (1) business day.</p> <p>Status updates will be given every three (3) business days.</p>
Low	<p>Problem Description: The issue has little or no impact on the production system. For example, usage questions, clarification of documentation, cosmetic problems, suggestions, and requests for new product features and enhancements.</p> <p>Resolution Description: Low priority questions will be addressed as needed.</p>	<p>Receive a response within two (2) business days.</p> <p>Status updates will be given as needed.</p>

Escalation

We take customer support very seriously. Therefore, if at any time a Customer is unsatisfied with Dovetail product support or would like to discuss a concern, please contact our CEO, Stephen Lynn, directly at (512) 610-5450.

Software Updates

Dovetail makes “Software Updates” containing enhancements or fixes to the Software available for no additional fee during the Maintenance Period. Updates become part of the Software, as defined in the License Agreement. Dovetail makes no warranty covering new features in an Update; Customer accepts the new features “AS IS”. Dovetail may release “new” products that have features similar to that found in earlier products. Purchasing Maintenance does not entitle Customer to receive such new products. Dovetail solely makes the determination of when a new release constitutes an Update or a new product.

Maintenance Period

Dovetail includes 30 days support at no cost. The Maintenance Period ends 30 days after Dovetail ships the Software, unless the Customer extends the Maintenance Period on an annual basis by paying the current “Maintenance Fee,” which is currently 18% of the then-current list license fee per year. Dovetail reserves the right to change the Maintenance Fee without notice. Dovetail must receive the Maintenance Fee ten days before the current Maintenance Period ends. A Customer cannot extend the Maintenance Period for less than the total number of licenses it has for any product. Dovetail may pro rate the Maintenance Fee so that the Maintenance Period for all Software licensed expires on the same day.

Lapsed Support

If a Customer does not pay the Maintenance Fee when due, then Maintenance will lapse. If Maintenance has lapsed, a Customer may purchase Maintenance by paying the current year's Maintenance Fee plus a reinstatement fee, according to the following schedule:

- Less than 60 days since lapse: 10% of the Maintenance Fee
- Between 60 days and 6 months after lapse: 25% of the Maintenance Fee
- Between 6 months and 1 year after lapse: 50% of the Maintenance Fee
- More than one year after lapse: Contact Dovetail for cost

Dovetail may reject the reinstatement and refund the Maintenance Fee within 30 days.

Exclusions

Purchasing Clarify Help Desk Support does not entitle a Customer to receive:

- Custom programming services
- Consulting
- On-site support
- Training
- Hardware
- Supplies

In addition, Dovetail does not support:

- Modifications to the Software made by or for the Customer.
- Software other than that for which the Customer purchased support.
- Clarify's suite of products (unless Customer has contracted with Dovetail for its Clarify Help Desk Support Program).

Termination

The Customer may terminate Maintenance if Dovetail materially breaches its obligations set out in this Software Maintenance Program and fails to cure the breach within 15 days after written notice from the Customer. Customer's exclusive remedy is for Dovetail to refund to Customer a portion of the current Maintenance Fee based on the following formula:

$$$(Current\ Maintenance\ Fee) \times (\#\ of\ days\ until\ end\ of\ current\ Term) / 365$$

Dovetail may modify or discontinue this Software Maintenance Program at the end of the Maintenance Period if Dovetail gives a Customer notice of its intent before the end of the Maintenance Period. In this case, Dovetail will continue to provide Maintenance to Customer through the end of their Maintenance Period. Further, Dovetail may modify or discontinue this Software Maintenance Program if the Customer's license for the Software terminates, or if the Customer breaches its support obligations outlined here, or breaches the License Agreement and fails to cure the breach within 15 days after notice from Dovetail. This Software Maintenance Program replaces the Dovetail Support Policy, which is hereby discontinued.

Limited Warranty

The only warranty Dovetail makes is the Limited Warranty contained in the License Agreement. There are no warranties which extend beyond the description on the face hereof. This document is the complete description of Dovetail's obligations. Dovetail makes no other representations or warranties regarding Technical Support or Software Updates. THE FOREGOING WARRANTIES AND LIMITATIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH DOVETAIL EXPRESSLY DISCLAIMS. In the event of a conflict between this document and the License Agreement, the License Agreement controls. Dovetail's Support obligations may only be modified in writing signed by Dovetail. Dovetail is not liable for consequential or incidental damages.

Legal Terms

Texas law governs all matters relating to this Software Maintenance Program, including Technical Support and Software Updates. By ordering Maintenance, the Customer agrees to submit disputes to binding arbitration under the American Arbitration Association's rules before a neutral, recognized expert in computer software. If the parties are unable to agree upon an arbitrator within 30 days, the AAA shall appoint one. The arbitrator's award shall include reasonable and necessary attorney's fees, expert witness fees, and costs for the prevailing party and may be entered as a judgment in any court. The sole jurisdiction for legal proceedings or arbitration is in Austin, Travis County, Texas. An action for breach of Support obligations must commence within one year after the cause of action accrues.

(Revised December 2007)