
Elixir Technology
Product Support and Maintenance Agreement
for
Ambience and Repertoire
Version 1.0

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1. INTRODUCTION

Elixir Technology provides Integrated Business Intelligence with Elixir Ambience, an award-winning product for Dashboard, Reporting, Data ETL and Scheduling. Supporting “Web 2.0” with RESTful web services architectural approach on SOA, Elixir Ambience aims to power the new generation enterprise applications with Business Intelligence that is simplified yet powerful, feature-rich yet affordable. With over 800 customers in 50 countries, served by 100 over partners worldwide already using its enterprise reporting feature, Elixir Ambience completes the entire Business Intelligence cycle to realize the full return on investment. Elixir Repertoire is a cut down variant of Elixir Ambience which offers only reporting service for customers that don’t need the full feature of Elixir Ambience.

Elixir Technology is headquartered in Singapore with R&D arms in the UK and Malaysia, represented by a worldwide network of partners.

A good support service is critical to customer’s operations, and Elixir Technology offers several levels of professional support and services to suit our different needs.

This document outlines the pertinent details of these support and maintenance service options to establish a clear mutual understanding.

2. SUPPORT AND MAINTENANCE TIERS

Elixir Technology provides different tiers of Software Support and Maintenance to cater to our customers needs. They are

- Standard Support and Maintenance (SSM)
- Gold Priority Support (GPS)
- Platinum Priority Support (PPS)

2.1 STANDARD SUPPORT AND MAINTENANCE (SSM)

The Standard Support and Maintenance (SSM) is the basic and minimum support and maintenance services required to qualify for Elixir's technical support services either directly or through its authorized representatives. SSM contract provides software maintenance and standard support for the respective software on an annual renewable basis. Customers with SSM have access to Elixir's technical support team for problem resolution and technical guidance on the use of Elixir products.

2.2 GOLD PRIORITY SUPPORT (GPS)

Gold Priority Support (GPS) contract provides incident based technical support for operating Elixir software. This augments SSM to support a business-critical operational environment when a customer needs a fast turnaround time.

2.3 PLATINUM PRIORITY SUPPORT (PPS)

Platinum Priority Support (PPS) contract provides 24 by 7 technical support for operating Elixir software in a high availability, mission critical operational environment.

The PPS is the highest tier of support provided by Elixir Technology.

Governed by a Service Level Agreement (SLA), the scope of PPS includes:

- 24 by 7 services including call logging with 2-hour response time by Elixir Consultant, and on-site support in 4 hours, depending on the severity level
- Periodic preventive maintenance with health check
- Support incidents based on a capped value governed by the SLA
- Accelerated problem resolution
- Priority fix release when available
- Support account management

3. TERMS OF CONTRACT

The table below details the contract terms for the tiers:

SSM	GPS	PPS
Yearly renewal with first year included in new license purchase.	Yearly renewal for each 10-incident pack	Yearly renewal per SLA

- Standard Support Maintenance (SSM) contract provides software maintenance and standard support for the respective software on annual renewable basis.
- To qualify for Gold Priority Support or Platinum Priority Support, a valid Standard Support Maintenance must be in place.
- Gold Priority Support (GPS) contract provides incident based technical support for operating Elixir software in business-critical operational environment. The incident packs are available as packs of multiple of 10-incidents (i.e. 10, 20, 30, etc), and each pack is valid for 1 year from the date of purchase. Unconsumed incidents will be forfeited at the end of the expiry date. Incidents cannot be carried forward to the following renewal.
- Platinum Priority Support (PPS) contract provides 24 by 7 technical support for operating Elixir software in a high availability, mission critical operational environment. The PPS is a yearly renewable agreement which customer can specific the service support level. Customer can purchase a number of man-hours within the agreed period of time. The number of man-hours can be used to resolve incident of severity level 1-3. A sample of the PPS agreement is attached as appendix of this document.

4. INCIDENT MANAGEMENT

Any unplanned interruptions to customers' IT services are dealt by the Elixir Technical Services Team.

The table below details the differences between the tiers:

Description	SSM	GPS	PPS
Elixir Support Forum	Yes	Yes	Yes
Incident Reporting	<ul style="list-style-type: none"> Email Only 	<ul style="list-style-type: none"> Email Only 	<ul style="list-style-type: none"> Dedicated Email
Supporting Hours	<ul style="list-style-type: none"> 9.00 am to 6.00 pm (+0800 GMT), Monday to Friday excluding Singapore public holidays 	<ul style="list-style-type: none"> 9.00 am to 6.00 pm (+0800 GMT), Monday to Friday excluding Singapore public holidays 	<ul style="list-style-type: none"> 24 X 7
Dedicated Engineer Assigned	No	No	Yes
Analysis Location	Remote	Remote / On Site when recommended by Elixir	Remote / On Site when recommended by Elixir
Video Calls/Discussion (e.g. MS Teams, Skype, WebEx, etc)	No	Yes	Yes
Incident	NA	10	Limit by SLA
Maximum Time Allowed for Incident Acknowledgement	1 business day	4 hours	2 hours
Maximum Time Allowed for Incident Identification, Categorization and Recommendations	3 business days	1 business day	4 hours

5. RELEASE MANAGEMENT FOR SOFTWARE MAINTENANCE

The following table details the availability of fixes and updates pertaining to all Elixir released software:

Description	SSM	GPS	PPS
Entitlement for Priority Fixes	No	Yes	Yes
Entitlement for Maintenance Releases	Yes	No	No
Entitlement for Minor Updates	Yes	No	No
Entitlement for Major Upgrades	Yes	No	No

Note: Lead Time for Software Releases:

- Priority Fixes: 5 business-days
- Maintenance Releases: Bug fixes for security issues with 15 to 20 business-days lead time. Patch may be issued for high severity cases.
- Minor Updates: 6 months to 3 years (e.g. Ambience 4.5.0 to 4.6.0) depending on lifecycle of the product e.g. active development or maintenance mode. For product on maintenance mode, e.g. Repertoire, minor updates maybe provided to extend the EOL.
- Major Upgrades: 3 years or more depending on the need for architectural changes (e.g. Ambience 4 to Ambience 2020).

6. NON COVERAGE

Issues Not Covered by the Support Service:

- End of Life Support
- When the software is used on a non-recommended platform or in non-recommended environment.
- The software is modified by someone other than Elixir Technology or its authorized service partners.
- Design and development of applications using the APIs or integrating the software with other applications including application code, java scripting, database queries.
- Failures caused by software for which Elixir Technology is not responsible.
- Feature enhancements.

7. REQUEST FOR QUOTATION

For pricing quotation, please email sales@elixirtech.com

8. APPENDIX

8.1 SOFTWARE LICENSE AGREEMENT

ELIXIR TECHNOLOGY SOFTWARE LICENSE AGREEMENT

Please read this license agreement ("Agreement") carefully before you download, copy, install, or use the software contained in this package or transmittal.

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1.4 Evaluation Use. If you have registered as an evaluation customer, subject to the terms of this Agreement, Elixir grants to you a non-exclusive, non-transferable, license to use the evaluation version of the Software solely for evaluation leading to purchase of Software or partnership with Elixir. Third party software products or modules supplied by Elixir, if any, may be used solely with the Software. This license begins upon downloading and ends thirty (30) days thereafter,

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2. OWNERSHIP AND CONFIDENTIALITY

2.1 Ownership Rights. Title, ownership rights and all intellectual property rights in and to the Software shall remain the sole and exclusive property of Elixir.

2.2 Non-Disclosure. Elixir Software and Confidential Information, or anything considered by Elixir to be confidential shall not be transmitted to any third party by you. You will take necessary and appropriate actions to prevent disclosure of the Confidential Information to any third party, including, but not limited to, keeping the Confidential Information in a secure place, under access and use restrictions designed to prevent disclosure of the Confidential Information to unauthorized persons.

2.3. Confidential Information. Confidential Information refers to any type of information which was conceived, originated or developed by Elixir, and disclosed at any time to or known at any time by you as a consequence of this agreement. Such Confidential Information includes, but is not limited to customer lists, pricing methods, marketing or production plans, or financial or administrative information as well as all computer code, inventions, algorithms, know-how and ideas embodied in or by the Software. Confidential Information may be contained or transmitted in any form or on any medium whatever, or may be unwritten knowledge or know-how, including any expression of Elixir's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, software, and other technical information provided to You by Elixir in the course of performing consulting, training, maintenance or other services related to the Software.

3. SUPPORT AND MAINTENANCE

You must purchase Support and Maintenance services to qualify for Elixir's technical support services either directly or through its authorized representative.

3.1 Support Services. Support Services generally mean that Elixir will provide:

- (i) Maintenance Updates and Upgrades ("Maintenance Releases") if, as and when Elixir makes any such Maintenance Releases generally available and
- (ii) technical support with respect to the Software, including
 - (a) clarification of functions and features;
 - (b) clarification of documentation;
 - (c) guidance in the operation of the Software; and

(d) Software error analysis

Elixir will use reasonable efforts to provide error corrections or workarounds for the most severe errors as soon as possible and based upon Elixir's classification of the severity of the error. Support Services will be provided only with respect to versions of the Software that, in accordance with Elixir policy, are then being supported by Elixir. The services will be performed based on a separate agreement or purchase order. Elixir or its authorized representative shall have no obligation to provide support or maintenance or updates, modifications or new releases, except as may be set forth in that agreement or purchase order.

3.2 Maintenance Updates. Maintenance Updates refer to Software modifications or additions that correct Errors, or procedures or routines that eliminates the practical adverse effect of the Error on customer. Error means a failure of the Software to conform to the specifications as set forth in the documentation, resulting in the inability or material restriction in using the Software.

3.3 Maintenance Upgrades. Maintenance Upgrade refers to a revision of the Software released by Elixir to its end user customers generally, to add new and different functions or to increase the capacity of the Software. Upgrade does not include the release of a new product or added features for which there may be a separate charge. If a question arises as to whether a new product offering is an Upgrade or a new product or feature, Elixir's opinion will prevail, provided that Elixir treats the product offering as a new product or feature for its end user customers generally.

4. INDEMNITY

4.1 Elixir represents and warrants that the Software do not infringe the intellectual property rights of any third party. Elixir shall fully indemnify and hold harmless the customer and, where relevant, their directors, officers, employees, agents and end-users against any and all claims, demands, losses, liabilities, judgments, awards and costs and expenses arising out of or related to any claim that use or possession of the Software infringes the patent, copyright, trade secret, or other proprietary right of any third Party. Elixir shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that customer gives Elixir prompt notice of any such claim.

4.2 In respect of any infringement claim, in addition to the indemnity provided under Clause 4.1 above, Elixir agrees to be liable for all infringement claims, defense costs, settlement amounts and court-awarded damages. If a claim regarding the Software appears likely, Elixir may modify the Software, procure all the necessary license(s) or replace the Software. If Elixir determines that none of these alternatives is reasonably available, Elixir will refund the customer for all fees paid in relation to the infringing Software. Elixir shall not have the right to terminate the Agreement nor to request the customer to return infringing Software, unless legally required to do so.

4.3 General Indemnity. Each Party shall defend and indemnify the other Party and their respective directors, employees, officers and agents against all damages for bodily injury, death, or damage to real or personal property caused by the other Party in the course of performing under this Agreement.

5 MALICIOUS CODE

5.1 Elixir warrants to safeguard against the presence of any “Malicious Code” in the software delivered.

5.2 Malicious Code is defined as any virus, Trojan Horse, worm, logic bomb, or other software routine or hardware components designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any such actions.

6 LIMITED WARRANTY

4.1 Limited Warranty. Elixir warrants that the Software will conform in all material respects to the documentation for a period of ninety (90) days from the date of delivery of the Software. Elixir does not warrant that operation of the Software will be uninterrupted or Error free. If Elixir breaches the foregoing warranty and you promptly notify Elixir in writing of the nature of the breach, Elixir shall make commercially reasonable efforts to promptly repair or replace the non-conforming Software, without charge. If, after a reasonable opportunity to cure, Elixir does not repair or replace the non-conforming Software, you must return the Software to Elixir, or certify in writing that all copies have been destroyed, and Elixir will refund the fees it received for the Software to you. This is your sole and exclusive remedy for breach of the exclusive warranty set forth above

6.2 Disclaimer. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7 LIMITATION OF LIABILITY

7.1 Elixir's aggregate liability to you for damages concerning performance or non-performance by Elixir or in any way related to this Agreement, and regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise, shall not exceed the license fees received by Elixir for the affected Software for the twelve (12) month period preceding the occurrence of such liability. In no event shall Elixir be liable for any indirect, incidental, special, punitive or consequential damages, lost data or lost profits, even if Elixir has been advised as to the possibility of such damages.

8. TERM AND TERMINATION

8.1 Acceptance of Agreement and Termination. This Agreement takes effect upon the earlier of (i) your downloading of the Software, (ii) your use of the Software, or (iii) receipt by Elixir of a valid, binding purchase order, Agreement or other ordering document for the Software, and will remain in force until terminated in accordance with this Agreement. This Agreement may be terminated by you upon thirty (30) days' prior written notice to Elixir or by destroying or returning to Elixir all copies and partial copies of the Software under your control; provided that no such termination will entitle you to a refund of any portion of the fees for License or Support Services. Elixir may, by written notice to you, terminate this Agreement immediately if any of the following events occur: (a) you fail to pay any amount due to Elixir within thirty (30) days after Elixir gives you written notice of such nonpayment; (b) you are in material breach of any

non-monetary provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after Elixir gives you written notice thereof, or (c) you declare bankruptcy or make an assignment to or for the benefit of creditors.

8.2 Survival. Upon termination of this Agreement, the provisions of Sections 2, 4.2, 5, 6, and 7 will survive.

8.3 Effect of Termination. Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, you shall destroy the Software and all copies, in whole or in part, of all documentation relating thereto, and any other Elixir confidential information in your possession that is in tangible form.

9. MISCELLANEOUS

9.1 Force Majeure. Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

9.2 Assignment. You may not assign this Agreement, except to a successor in interest as the result of a merger or acquisition or sale of all or substantially all of your assets, without Elixir's prior written consent which will not be unreasonably withheld.

9.3 Severability. If any part of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other parts of the Agreement.

9.4 Waiver. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

9.5 Governing Law and Venue. This Agreement will be governed by the laws of Singapore.

7.6 Entire Agreement. Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or existing oral or written agreements regarding the subject matter hereof.

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