Approved by GSA 15 NOV 18

Commercial Supplier Agreement

and

Software License Agreement and Services

This Commercial Supplier Agreement and Software License Agreement and Services ("**Agreement**") is between the Customer, as defined below, having its principal place of business as set forth in a GSA Order, Statement of Work, or similar document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Denodo Technologies Inc. with its principal place of business at 525 University Avenue, Suite 31, Palo Alto, California 94301, USA ("**Denodo**"). This Agreement governs the Customer's use of the Denodo software (the "**Software**") and the documentation made available for use with such Denodo software. "**You**" and "**Customer**" mean the Government Customer (Agency) who, under the GSA MAS Program, is the "**Ordering Activity**," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order ADM4800.2I ("**GSA Order**"), as such order may be revised from time to time.

In consideration of the mutual promises and upon the terms and conditions set forth below, the GSA MAS Contractor and Customer agree as follows:

I. Definitions

I.1 "**Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, the Software, and Documentation), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

I.2 "**Documentation**" means any user instructions, manuals or other materials, and on-line help files regarding the use of the Software that are generally provided by Denodo in connection with the Software.

I.3 "**Effective Date**" means the date a GSA Order, Statement of Work, or similar document into which this Agreement is incorporated is executed/awarded by the Government Contracting Officer or another date agreed upon by the Customer and the GSA MAS Contractor.

I.4 "**License Fee**" means the price paid for the Software License specified in the GSA Order.

I.5 "**License Term**" means the term of the license as described in the GSA Order.

I.6 "**Maintenance and Support**" means the services described in Section V.1(c).

I.7 "**Maintenance Fees**" means where applicable the fees for Maintenance and Support set out in the GSA Order.

I.8 "**Professional Services**" means the professional services set out in the GSA Order.

I.9 "**Service Fees**" means the fees, including the Maintenance Fees set out in the GSA Order in respect of the provision of any of the Services.

I.10"**Services**" means the Maintenance and Support, Training Services, and Professional Services.

I.11"**Software**" means the computer software programs specified in the GSA Order.

I.12"**Statement of Work**" means the statement of work in respect of Professional Services, described in the GSA Order or entered into from time to time.

I.13"**Training Services**" means the training services set out in the GSA Order.

I.14"**Update**" means a release or version of the Software containing functional enhancements, extensions, error corrections or fixes that are generally made available free of charge to Denodo's customers that have contracted for Maintenance and Support.

I.15"**Users**" means those employees or contractors of Customer, as may be further defined or restricted in the GSA Order.

II. Grant of License.

II.1 **Grant**. Subject to the terms and conditions of this Agreement, including, without limitation, the restrictions in Article III, Denodo hereby grants to Customer a nonexclusive, nonsublicensable and nontransferable (subject to Section X.1) license during the License Term to (a) use the Software for its own internal information processing services and computing needs, and (b) use the Documentation in connection with the licensed use of the Software. Customer acknowledges that Denodo will retain title to the Software and Documentation. Denodo hereby reserves all rights in and to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

II.2 **Delivery**. Denodo shall issue to Customer one machine-readable copy of the Software along with one copy of the appropriate Documentation. Denodo shall provide Customer with additional copies of the Documentation at the GSA MAS Contract's then-current charges. Customer acknowledges that no copy of the source code of the Software will be provided to Customer. Denodo shall have no obligation to deliver any source code hereunder.

II.3 **Copies**. Customer may make a reasonable number of machine-readable copies of the Software for backup or archival purposes and a reasonable number of copies of the Documentation in the GSA Order to exercise the license in II.1. Customer shall not copy the Software, except as permitted by this Agreement. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform Denodo in writing of such location. All copies of the Software will be subject to all terms and conditions of this Agreement. Whenever Customer is permitted to copy or reproduce all or any part of the Software and/or

Documentation, Customer shall reproduce and not efface any and all titles, trademark symbols, copyright symbols and legends, and other proprietary markings on the Software and/or Documentation.

III. License Restrictions.

III.1 **Types of Licenses**. Customer shall abide by the following applicable restrictions, as indicated on the GSA Order.

(a) **Development License**. If a “Development License” is indicated on the GSA Order, Customer may use the Software and Documentation for developing, testing and debugging using the Software capabilities and for obtaining interoperability between the Software and Customer’s own applications, solely for its own development purposes during the License Term (subject to termination of this Agreement), not on behalf of any other entity or affiliate, under the restrictions of use indicated on the GSA Order, and notwithstanding the terms of II.1, never for production or “run-time” use purposes.

(b) **Staging License**. If a “Staging License” is indicated on the GSA Order, Customer may use the Software and Documentation solely for testing the Software in an environment as similar to the production environment as possible and to simulate the run-time behavior of the Software under similar conditions than in current operation when satisfying its own computing, during the License Term (subject to termination of this Agreement), and not on behalf of any other entity or affiliate, under the restrictions of use indicated on the GSA Order, and notwithstanding the terms of II.1, never for production or “run-time” use purposes.

(c) **Production License**. If a “Production License” is indicated on the GSA Order, Customer may use the Software and Documentation solely for its own computing needs during the License Term (subject to termination of this Agreement), and not on behalf of any other entity or affiliate, under the restrictions of use indicated on the GSA Order.

(d) **Hot Backup License**. If a “Hot Backup License” is indicated on the GSA Order, Customer may use the Software and Documentation solely in combination with a Production License for maintaining a ready to use copy of the Software already installed in the production environment to enter automatically into production when the Production License stops working, during the License Term (subject to termination of this Agreement), and not on behalf of any other entity or affiliate, under the restrictions of use indicated on the GSA Order, and notwithstanding the terms of II.1, never for production or “run-time” use purposes.

(e) **Cold Backup License**. If a "Cold Backup License” is indicated on the GSA Order, Customer may use the Software and Documentation solely in combination with a Production License for maintaining a ready to use copy of the Software already installed on a server used as an offline ("cold") backup, to help Customer recover in case of a catastrophic event, during the License Term (subject to termination of this Agreement), and not on behalf of any other entity or affiliate, under the restrictions of use indicated on the GSA Order, and notwithstanding the terms of II.1, never for production or “run-time” use purposes.

(f) **Personal Developer License**. If a "Personal Developer License" is indicated on the GSA Order, Customer may use the Software and Documentation installed on a workstation (not server) for developing, testing and debugging using the Software capabilities and for obtaining interoperability between the Software and Customer’s own applications, solely for its own development purposes before deploying the development on a Development server during the License Term (subject to termination of this Agreement), not on behalf of any other entity or affiliate, under the restrictions of use indicated on the Order, and notwithstanding the terms of II.1, never for production or “run-time” use purposes.

(g) **Client Access License**. If a "Client Access License" is indicated on the GSA Order, Customer may use the Software and Documentation only for (1) web automation agents (“wrappers”) development and (2) to

remotely connect in client mode to a Denodo server for (i) data sources connectivity configuration, (ii) Denodo server administration tasks, (iii) remote development of data models, and (iv) web wrapper deployments. This license does not allow the direct execution of any Denodo server and has to be used in conjunction with a Denodo Production, Development or Staging Server License.

(h) **Evaluation License**. If an "Evaluation License" is indicated on the GSA Order, Customer may use the Software and Documentation solely for evaluation and demonstration of the Software in an environment as similar to the production environment as possible and to simulate the run-time behavior of the Software under similar conditions than in current operation when satisfying its own computing, during the License Term (subject to termination of this Agreement), and not on behalf of any other entity or affiliate, under the restrictions of use indicated on GSA Order, and notwithstanding the terms of 2.1, never for production or "run-time" use purposes.

III.2 **Term of Licenses**. Customer shall abide by the following temporal restrictions, as indicated on the GSA Order.

(a) **Perpetual License**. If a "Perpetual License" is indicated on the GSA Order, Customer may use the Software for a perpetual term (subject to termination of this Agreement).

(b) **Subscription License**. If a "Subscription License" is indicated on the GSA Order, Customer may use the Software for the License Term indicated on the GSA Order commencing on the Effective Date (subject to termination in this Agreement).

III.3 **Additional Restrictions**. Customer shall abide by any other restriction indicated on the GSA Order, and shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sublicense the Software or the Documentation; (b) decompile, disassemble, or reverse engineer the Software, in whole or in part (except as permitted under applicable law); (c) allow access to the Software by any person, affiliate or entity that is not a User; (d) write or develop any derivative software or any other software program based upon the Software or any Confidential Information (except the extent that such restriction is not permitted under applicable law); (e) use the Software on a "service bureau" basis; or (f) provide, disclose, divulge or make available to, or permit use of the Software by any third party without Denodo's prior written consent.

III.4 **Audit**. Upon the prior written notice by Denodo, Customer shall make available to Denodo, and Denodo or independent third party auditors mutually agreed upon by the parties shall have the right on reasonable notice and no more often than once a year to inspect and audit the Customer's relevant books, records, premises and equipment to determine whether Customer is in compliance with its obligations hereunder. Any such audit is contingent upon adherence to any security measures Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. If Customer's security requirements are not met and upon Denodo's request, Customer will run a self-assessment with tools provided by and at the direction of Denodo ("Self-Assessment") to verify Customer's compliance with the terms and conditions of this Agreement.

IV. Services.

IV.1 **Maintenance Duties**. Denodo shall provide Maintenance and Support as specified in this Section V and in accordance with Exhibit A, as may be updated by Denodo from time to time ("**Support Site**").

(a) **Term and Termination**. Denodo's Maintenance and Support obligations will commence on the Effective Date and will continue for an initial term of one year.

(b) **Renewal Fees.** The Maintenance and Support Services fee shall be, for the Initial Term, the Maintenance and Support fees specified in Order. If Customer elects not to renew Maintenance and Support, Customer may re-

enroll only upon payment of the annual Maintenance Fee for the coming year and all Maintenance Fees that would have been paid had Customer not terminated Maintenance and Support.

(c) **Maintenance and Support Services**. Maintenance and Support means that Denodo will provide: (a) Updates, if any, and appropriate Documentation; and (b) telephone and email assistance with respect to the Software, including (i) clarification of functions and features of the Software; (ii) clarification of Documentation pertaining to the Software; (iii) guidance in the operation of the Software; and (iv) error verification, analysis and correction to the extent possible by telephone. Denodo's standard hours of service are set forth in the Support Site.

(d) **Eligibility of Software**. Maintenance and Support will not include services requested as a result of, or with respect to, the following, and any services requested as a result thereof will be billed to Customer at Denodo's then-current rates:

(i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by Denodo; operation of the Software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

(ii) improper installation by Customer or use of the Software that deviates from any operating procedures established by Denodo in the applicable Documentation;

(iii) modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than Denodo or Denodo's authorized representatives; or

(iv) software or technology of any party other than Denodo.

(e) **Responsibilities of Customer**. Customer's obligations under this Agreement are subject to the following:

(i) at Denodo's reasonable request, and subject to applicable operational and security restrictions, Customer shall provide Denodo with access to Customer's personnel and equipment during normal business hours.

(ii) Customer shall document and promptly report all errors or malfunctions of the Software to Denodo. Customer shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Denodo.

(iii) Customer shall maintain a current backup copy of all programs and data.

(iv) Customer shall properly train its personnel in the use and application of the Software and the equipment on which it is used.

(v) Customer shall promptly install any and all updates and upgrades provided by Denodo, and Denodo shall have no obligation to provide support under this Agreement in the event that Customer has not installed the updates and upgrades and is operating an old version of the Software.

IV.2 **Training Services.** In the event that any Training Services are purchased, subject to the payment of the applicable fees, Denodo shall provide the training described in the GSA Order.

IV.3 **Professional Services.** In the event that any Professional Services are purchased, subject to the payment of the applicable fees, Denodo shall provide the Professional Services described in the GSA Order or accompanying Statement of Work.

V. Limited Warranty and Limitation of Liability.

V.1 **Performance**. Denodo warrants that the Software will perform in substantial accordance with the Documentation for a period of thirty days after the Effective Date. If during this time period the Software does not perform as warranted, Denodo shall, at its option, correct the Software or, replace such Software free of charge. In addition, Denodo warrants that the media on which the Software is distributed will be free from defects in materials and workmanship under normal use for a period of 90 days from the Effective Date. Denodo shall replace any defective media returned to Denodo within the 90-day period. The foregoing are Customer's sole and exclusive remedies for breach of warranty. The warranty set forth above is made to and for the benefit of Customer only. The warranty will apply only if:

(a) the Software has been properly installed and used at all times and in accordance with the instructions for use; and

(b) no modification, alteration or addition has been made to the Software by persons other than Denodo or Denodo's authorized representative.

V.2 **Disclaimer**. Except as set forth above, Denodo makes no warranties, whether express, implied, or statutory regarding or relating to the Software or the Documentation, or any materials or Services furnished or provided to Customer under this Agreement, including Maintenance and Support. DENODO HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND OTHER MATERIALS AND SERVICES PROVIDED HEREUNDER, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

V.3 **Limitation of Liability**. IN NO EVENT WILL DENODO BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE, DOCUMENTATION AND OTHER MATERIALS AND SERVICES PROVIDED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF DENODO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTIONS II, III or VIII, IN NO EVENT SHALL LIABILITY UNDER THIS AGREEMENT FOR DAMAGES EXCEED THE FEES PAID BY CUSTOMER TO DENODO UNDER THIS AGREEMENT. The provisions of this Section VI allocate risks under this Agreement between Customer and Denodo. Denodo's pricing of the Software and Documentation reflects this allocation of risks and limitation of liability.

VI. Indemnification for Infringement.

VI.1 **Indemnity**. To the extent permitted by 28 U.S.C. § 516, Denodo shall, at its expense, defend or settle any claim, action or allegation brought against Customer that the Software infringes any copyright or trade secret of any third party and shall pay any final judgments awarded or settlements entered into; provided that Customer gives prompt written notice to Denodo of any such claim, action or allegation of infringement and gives Denodo the authority to proceed as contemplated herein. Customer shall give such assistance and information as Denodo may reasonably require to settle or oppose such claims.

VI.2 **Options**. In the event any such infringement, claim, action or allegation is brought or threatened, Denodo may, at its sole option and expense:

(a) procure for Customer the right to continue use of the Software or infringing part thereof; or

(b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a portion, if any, of the License Fee equal to the amount paid by Customer less 1/48 thereof for each month or portion thereof that this Agreement has been in effect. Denodo and Customer will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

VI.3 **Exclusions.** The foregoing obligations will not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than Denodo or an authorized representative of Denodo.

VI.4 **Limitation**. THIS ARTICLE VII STATES THE ENTIRE LIABILITY OF DENODO WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

VII. Confidential Information.

VII.1 **Non-Use and Non-Disclosure**. Each party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party with a need to know. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Notwithstanding the foregoing, a receiving party may disclose such Confidential Information to the extent it is required by law to be disclosed by the receiving party, including in accordance with the Freedom of Information Act, 5 USC § 552 et seq., provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. Confidential Information of Denodo will include without limitation the Documentation and Software.

VII.2 **Copies**. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

VII.3 **Return of Materials.** Upon the termination of this Agreement, each party shall deliver to the other party all of such other party's Confidential Information that such party may have in its possession or control.

VIII. Term and Termination.

VIII.1 **Term**. This Agreement will take effect on the Effective Date and will remain in force until terminated in accordance with this Agreement.

VIII.2 **Reserved.**

VIII.3 **Termination Events**. Termination of this agreement shall be governed by GSAR 552.212-4.

If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Customer's or Denodo's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming Denodo's liability, which provisions will survive termination of this Agreement.

VIII.4 No later than thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer shall return the Software and all copies, in whole or in part, all Documentation relating thereto, and any other Confidential Information in its possession that is in tangible form. Customer shall furnish Denodo with a certificate signed by an authorized representative of Customer verifying that the same has been done.

IX. Miscellaneous.

IX.1 **Reserved.**

IX.2 **Notices**. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the GSA Order. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, 3 business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

IX.3 **Reserved.**

IX.4 **No Warranties**. No employee, agent, representative or affiliate of Denodo has authority to bind Denodo to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

IX.5 **Waiver**. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

IX.6 **Severability**. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

IX.7 **Integration and Entire Agreement**.

This Agreement (including the GSA Order and any Statement of Work) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes all previous communications, drafts, arrangements, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

(a) In the event of a conflict between a GSA Order, a Statement of Work and this Agreement, the conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

(b) This Agreement may not be amended, except in writing signed by the GSA Contracting Officer and the GSA MAS Contractor.

IX.8 **Export**. Customer may not export or re-export the Software without the prior written consent of Denodo and without the appropriate United States and foreign government licenses.

IX.9 **Governing Law**. This Agreement will be interpreted and construed in accordance with the federal laws of the United States of America.

Approved by GSA 15 NOV 18

EXHIBIT A

Maintenance and Support Services

Denodo Maintenance and Support Service Guide

Denodo is committed to helping you succeed with the Denodo Platform through our comprehensive network of technical support and services. This Guide provides an overview of the features and benefits of Maintenance and Customer Support, and clearly outlines how to reach us wherever you are, whenever you need us.

Denodo Maintenance and Support
Date of Publication: 15-March-2017

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1. Introduction

Denodo is committed to helping you succeed with the Denodo Platform through our comprehensive network of technical support and services. This Guide provides an overview of the features and benefits of Denodo Maintenance and Customer Support, and clearly outlines how to reach us wherever you are, whenever you need us.

Customers may contact the Denodo Support Center to open a new Service Request (SR) or to follow up on an existing SR by email, via web, or telephone.

2. Denodo Support Levels

This chapter describes the Denodo License Maintenance and Support Service Level Agreements.

There are three Denodo Support Levels:

BASIC SUPPORT	STANDARD SUPPORT	PREMIUM SUPPORT
Designed for Evaluation Licenses and Developers Teams from customers or partners, focused on improving developer productivity and reducing project risks.	Designed for Subscription or Perpetual Licenses in production environments.	Standard Support benefits plus 24x7 global coverage, faster response, extended version support.

DENODO SUPPORT SERVICE OFFERING

	Basic	Standard	Premium
Service Request (SR) registry			
Telephone channel	Not available	Local Support Center telephone in local Support Center business hours coverage	24x7 local and international Support Center telephones for Severity 1 Service Requests (SR)
Email channel	Not available	support@denodo.com	support@denodo.com
Web channel	http://support.denodo.com	http://support.denodo.com	http://support.denodo.com
Customer contacts	Up to 1 contact	Up to 4 contacts	Up to 8 contacts
My Team	Not included	Included	Included
Software updates			
Updates	Included	Included	Included
Beta updates	Not included	Included	Included
DenodoConnects	Included	Included	Included

Notification	Included	Included	Included
Notification channel	Support Site	Email Support Site	Email Support Site
Availability	Support Site	Support Site	Support Site
Emergency bug fix	Not included	Included	Included
	Basic	**Standard**	**Premium**
Active Maintenance	Included	Included	Included
Passive Maintenance	Not included	Not included	Included
Upgrade to new version	Not included	Included	Included
SR working coverage	Local business hours	Local business hours	24x7 local and international Support Centers for Severity 1 SRs. "Follow the sun" among local Support Centers during local business hours for Severity 2 SRs. Local business hours for Severity 3 and 4 SRs.
Response times			
Severity 1	Not included	<= 4 business hours	<= 2 hours
Severity 2	<= 2 business days	<= 1 business day	<= 4 business hours
Severity 3	<= 2 business days	<= 2 business days	<= 8 business hours
Severity 4	<= 2 business days	<= 2 business days	<= 8 business hours
Support Account Manager	Not included	Not included	Included
Designated Support Specialist Team	Not included	Not included	Included

For information about Denodo Platform for AWS Support, please visit this page.

2.1 Severity Levels

When a customer opens a new Service Request (SR), he/she will be asked for the severity level. There are four severity levels:

Severity 1, Emergency. This is a production problem which impacts the production systems so production systems are down or not functioning and no workaround exists.

Severity 2, High. This is a problem where the production systems are functioning but in a severely reduced capacity. The system is exposed to potential loss or interruption of service and no workaround exists.

Severity 3, Medium. This is a problem which involves partial non-critical functionality loss and allows continuing to function.

Severity 4, Low. This is for questions, document and functional clarification, or recommendations for a future product enhancement or modification.

Denodo Support will evaluate the SR together with the customer, after evaluating, the Support Team may determine to change the severity of the case based on the the impact that the problem has on the use of the Software.

2.2 Business Support Hours

Customers may contact the local Denodo Support Center to open a new Service Request (SR) or to follow up on an existing SR by telephone, email, or via web.

SRs can be submitted online 24x7 through the Denodo Support Site (http://support.denodo.com) or during local business hours through support@denodo.com.

Telephone support is available per region or country (where available). Customers can access their local Support Center phone number after logging into the Support Site. Customers will be required to provide a Denodo License Code for validation of their support service. For submitting SRs by phone, time scheduling is available in the Support Site.

2.3 Support ACK

After an SR is received via any channel, it is acknowledged (ACK) with an email message which includes the unique SR code to the authorized customer contact.

2.4 General Information Needed to Open a Case

Severity
Priority

Denodo Platform License Code
Denodo Platform Version
Denodo Platform Installed Updates
Operating System and patch level (Windows 10, Windows 8.1, Ubuntu 12.04, Centos 6,...)
Hardware Platform (Intel/AMD, HP/Alpha, Macintosh, Sun/Sparc)
Java Virtual Machine vendor and version
Locale (language) used in Operating System and browser
Detailed Error Description
Has this happened before? Can it be reproduced?
When did this happen?
Compressed file with the Denodo Platform file logs from the directory %DENODO_HOME%\logs
Compressed file with the Denodo Platform data files from the directory %DENODO_HOME%\metadata.
List of changes made in Denodo Platform default configuration

2.5 Priority Levels

When a customer opens a new Service Request (SR), he/she will be asked for the priority level. There are three priority levels:

Priority 1, High. This issue is business critical and requires the earliest attention. The repair of this issue should commence immediately before other Customer issues.

Priority 2, Medium. This issue results in a moderate impact on business operations. It should be resolved in the normal course of support activities.

Priority 3, Low. This issue has no impact on business operations. The repair can be deferred until more serious issues have been resolved.

2.6 Understanding Denodo's Service Request Status Codes

Denodo uses several status codes to indicate the current status of the SRs logged in the Denodo Support Site. These status codes are not static and it is recommended to check them to keep the process moving and get an answer more quickly.

The most common status codes are:

New: The SR is submitted, is waiting for an initial action and is not yet assigned to a Support Specialist.

Assigned - In Progress: The case has been assigned to a Support Specialist and investigation into the issue is beginning.

Waiting for Customer Action: The Support Specialist is awaiting an action by the customer contact in order to proceed with the next step in resolving his/her case. This usually means the Support Staff needs the customer to collect additional information or try something or has more questions for him/her.

Software Update - In Progress: A product defect, or bug, has been submitted as a result of this case and the Support Specialist has provided the customer with a workaround.

Solution Offered: A solution has been provided for the case. However, the Support Specialist is awaiting final confirmation of the solution from the customer before fully closing the case.

Closed. A solution has been provided for the case and the case has been closed.

Close - Initiated: The Support Specialist did not receive the requested information or action from the customer. The Support Specialist will attempt to contact the customer three times over a one-month period.

Closed - No Response from Customer: The Support Specialist researched the case and requested additional details from the customer. Customer contact cannot be reached; no response after repeated attempts.

Closed - Dismissed: The SR has been marked as an invalid case by a Support Specialist. The reason for the invalid status will be referenced in the response mail.

Please, helps Denodo help you by monitoring your SRs because we want you to get your answers as quickly as possible.

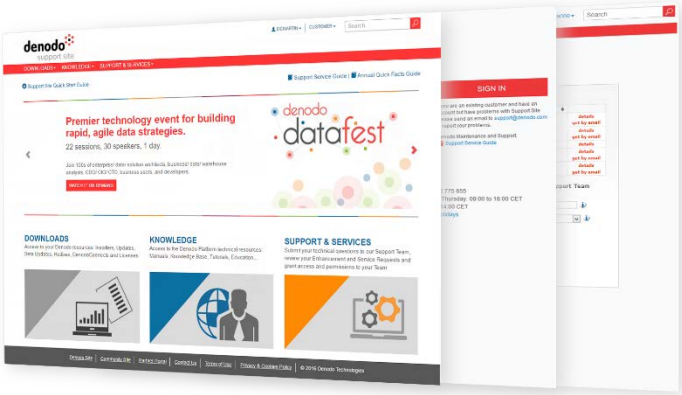
3. Denodo Platform Software Maintenance

This chapter describes the Denodo Platform Software Maintenance Service included in the Maintenance and Support Services contract.

3.1 Support Site

Denodo Support Site is available at http://support.denodo.com.

The aim of the Support Site is to provide customers with a web portal for downloading the Denodo Platform Software, licenses, documentation and updates, as well as allowing the registration of SRs.



3.2 Software Updates

Denodo publishes software updates on a constant basis as part of the Software Maintenance License.

Users are notified of these software updates via the Support Site where they are available for downloading with just a click.

Denodo currently averages a major release every 1.5 to 2 years and averages 4 to 6 software updates in between two major releases. Customers current on standard or premium support are eligible to receive all software update in order to obtain license upgrades for a new release, the Customer has to go to the Denodo Support Site and complete the upgrade request form.

3.3 Supported Platform Releases

Denodo Platform Maintenance and Support Services provides active maintenance and support on two software releases: the latest software release and the previous software release (major). Premium Support customers also receive extended passive maintenance and support on earlier releases.

Denodo Platform	Active Maintenance		Passive Maintenance	
	START DATE	END DATE	START DATE	END DATE
Denodo Platform 6.0	Mar 2016	Dec 2018	Jan 2019	Dec 2019
Denodo Platform 5.5	Aug 2014	Nov 2017	Dec 2017	Dec 2018
Denodo Platform 5.0	Feb 2013	Dec 2016	Jan 2017	Dec 2017
Denodo Platform 4.7	Aug 2011	Dec 2014	Jan 2015	Jun 2016
Denodo Platform 4.6	Aug 2010	Jan 2013	Feb 2013	Dec 2014

These dates are provisional, based on the plan to release a major version of the Denodo Platform approximately every 18 months.

Denodo will not generate software updates for older software releases than those referenced above.

3.4 Support Terms

Support Period
Support is effective upon the effective date of your ordering document unless stated otherwise in your relevant ordering document. Unless otherwise stated in the ordering document, Denodo support terms, including pricing, reflect a 12 month support period (the “support period”). Denodo is not obligated to provide support beyond the end of the support period.

Technical Contacts
Technical Contacts are the sole liaisons between the Customer and Denodo for Technical Support. There are two different types:

- ➔ Primary Technical Contacts are responsible for (i) overseeing the customer service request activity, and (ii) developing and deploying troubleshooting processes within the customer organization.

➔ The Backup Technical Contacts are responsible for resolving user issues.

Matching Service Levels
When acquiring support, all licenses must be supported under the same Denodo support service level.

4. Glossary

ACK Acknowledgement.

Active Maintenance Product development staff is continually delivering updates which add fixes and enhancements for a specific version.

After Hours All the non--business hours, including holidays.

Beta Update Means an advance version of an update. It is only intended for testing purposes and must not be used in production environments.

Business Hours Normal hours of operation for the Support Service in the customer's local zone, excluding local holidays.

Case Record created in submitting technical questions or issues.

Defect The supported software is not functioning according to the documentation.

DenodoConnects They are collection of components that expand the possibilities of the Denodo Platform.

Fix A permanent solution to a SR that is included in a software update.

Hotfix Hotfixes are temporary solutions to address a specific customer Support Request and must not be distributed outside the customer organization.

License Code Unique identifier for the software license key.

Major Release New version of the software that may not retain backwards compatibility in some features.

Minor Release See Software Update.

Passive Maintenance Product development staff will only release updates on-demand.

Priority Measure of the importance to solve a Defect irrespective of the impact that the Defect has on the use of the Software, as determined by the Customer.

Resolution A resolution in the case of a software defect could be a future software update. If the SR does not involve an error, a resolution is a solution in which the customer agrees the SR has been resolved.

Service Request Status Code Indicates the current status of the Service Request logged in the Denodo Support Site.

Severity Measure of the relative impact a Defect has on the use of the Software, as determined by the Customer and Denodo.

Software Update (or minor release) New version of the software enhancing the functionality, it is backwards compatible within the major release. It can contain functional enhancements, extensions and error corrections or fixes.

SR Service Request.

Support Account Manager A designated Denodo technical contact who works collaboratively with your team and has knowledge of your technical environment. SAM will help you get the most out of Denodo Support and will engage the best resources to resolve any issue you may have.

Update Means a release or version of the software containing functional enhancements, extensions, error corrections or fixes.

Workaround A solution to a SR that may be replaced with a permanent solution included in a software update.

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