

## MARATHON Technical Support Service Program

**Overview:** The following support and maintenance services are provided to customers who are current in their maintenance fees. These services may be referred to as either "Technical Support Service", or as the "Marathon Assurance Program", or as the "everRun ONE Assurance Program".

**Definitions:**

"Deployment Environment" refers to the hardware and software environment in which the Licensed Software will be deployed and is represented by the following required information indicated on the Order Form: "Server Hardware (Make/Model)", a description of the server(s); "Window Operating System ('O/S') Version", meaning the version of Microsoft Windows; and "Windows Application", which refers to one of the following types of applications: Windows Exchange, SQL Server, Print Server, or Other (and if "Other", the application will be specified).

"Incident" refers to any malfunction, inconsistency, or question, which is reported to Marathon's Customer Support Center.

"Hotfix(es)" means a revision to the Licensed Software that correct for malfunctions, errors, or bugs.

"Resolution" means the closure of an Incident.

"Update(s)" means either a revision or addition to the Licensed Software that when made or added to the Licensed Software corrects an error, or a procedure, or routine, or accommodates a correction or update to a supported platform/operating systems (e.g., Microsoft Windows, etc.) that, when observed in the regular operation of the Licensed Software, eliminates or minimizes the practical adverse effect on the Licensed Software. Updates also include periodic or ad hoc maintenance releases ("Service Pack").

"Enhancement(s)" means a revision of the Licensed Software released by Marathon that adds new and/or different functions to or increases the capacity or functionality of the Licensed Software. "Enhancement(s)" does not include the release of a new product or added features or functionality for which there may be a separate charge or that Marathon, at its sole discretion, prices on an independent separate basis.

"Modification(s)" means any Hotfix, Update, and/or Enhancement of the Licensed Software delivered to a Customer under Technical Support Services.

**Incident Response and Resolution:** There are five possible outcomes which will constitute Resolution of an Incident: a.) The problem, malfunction, or question is fixed or answered, or b) the Incident is found to be the result of a Software Program bug which will be documented for review by Marathon's development group, or c) the Incident is found to be the result of a problem or problems with software or equipment employed by the Customer in its use of the Licensed Software, and/or d) the Incident was found to be a feature which performed as designed, but not as desired in which case the Incident will be documented for review by the development group, or e) Marathon and the Customer agree to an action, workaround, or approach to address the Incident. "Response" refers to the contact with the Customer in acknowledgement of an Incident that was not received by live phone call. A Response can take the form of either a phone call or email.

**Service Features:** Marathon (and upon Technical Support Certification by certain Partners agreeing to provide First-Level Support on behalf of Marathon products) provides the following features as part of the Marathon Assurance Program's Premier Service.

Basic Services include the following:

- Access to Marathon's Technical Web Support Center\* ("Web Support Center") page which includes:
  - Available to customers twenty-four (24) hours per day, seven (7) days a week ("24x7").
  - Frequently Asked Questions ("FAQ")
  - Software product Documentation
  - Access to Marathon's online knowledgebase
  - Online feature request submissions.
- Access to Hotfixes and Updates (either downloadable or shipped on media, at Marathon's discretion) via the Web Support Center
- Email and telephone access for support between 8:00 A.M. and 8:00 P.M. (EST), Monday through Friday.
  - Note: Incidents can be reported online outside these Support Hours, however Support entitlement will commence as of the next Business Day.

Premier Services include the following:

- All Basic Services, plus
- Telephone access for support available on a 24x7 basis (including holidays)
- Expanded services through the Web Support Center\*:
  - Technical Service Bulletins
  - Remote diagnostic capability
  - E-learning access
  - Expanded access to past Incident records via the online knowledgebase.

- Access to monthly service reports
- Quarterly Technical Services Newsletter (via email and through the Web Support Center)
- Access to Enhancements (either downloadable or shipped on media, at Marathon's discretion) via the Web Support Center.
- Product and/or configuration real-time alerts on an as-released basis via email.

It is Marathon's practice that all orders for Licensed Software, including orders for additional licenses, are provided with one year of Premier Services, unless otherwise provided in the Order Form. Partners providing First-Level Support on behalf of Marathon products must be staffed to provide both Basic and Premier Support.

(\*) Note, content and support elements provided through the Web Support Center may be changed, updated, or eliminated at Marathon's discretion.

**Support Coverage:** Customers (or Marathon partners on behalf of customers) experiencing issues have three outlets for reporting them to the Marathon Customer Support Center: email, web support, and telephone. Marathon will record all Incidents and subsequent Resolutions into its on-line web support system in order to facilitate tracking and to maintain a comprehensive repository of support information for future access. **ALL SERVICE REQUESTS, INCLUDING THOSE SUBMITTED BY MARATHON-CERTIFIED SUPPORT PROVIDERS, MUST REFERENCE CUSTOMER'S TECHNICAL SUPPORT ID#** which is the Key Number (or "K Number") issued with the Licensed Software along with the Customer ID provided by Marathon to identify Customer information.

**Coverage Hours:** Premier Services' coverage is available on a 24x7 basis. Basic Services coverage is available between 8AM and 8PM Eastern US time.

**Telephone:** English-speaking analysts shall be available by telephone during the Coverage Hours. To contact the Customer Support Center by phone, call **Marathon Support Line (866) 763-1813 (Domestic) or (978) 489-1189 (International)**.

**Email:** English-speaking analysts shall also be available by email during the same period as telephone support for each of the Service Options. To contact Customer Support Center by email, send correspondence to **support@marathontechnologies.com**.

**Web Support Center:** Marathon has implemented a web support system to facilitate tracking and Resolution of support Incidents (<http://support.marathontechnologies.com/portalllogin.asp>). The Web Support Center shall be accessible to the Customer 24 hours a day, 7 days a week, subject to reasonable maintenance downtime. The Marathon Customer Support Center relies on this tool for the following functions: Incident submissions, tracking, archiving (including customer-specific and public archives), and Incident research and communication (when made generally available).

**Incident Priority Levels:** Each Incident reported to Customer Support Center will be assigned a Priority Level at Marathon's sole discretion in consultation with Customer and in accordance with the criteria set forth below. Note that target Response Times and Resolution Times are applicable only to licenses covered under Premier Support.

Priority Level	Nature of Incident	Response Time	Resolution Time	Standard Escalation
1	The Licensed Software is in production use and is confirmed to be inaccessible or unresponsive, Customer is unable to perform business functions; the application produces incorrect results, loses information or data, or has failed catastrophically in response to internal errors, user errors, or incorrect input files, and there is no workaround or temporary resolution available.	The Customer Support Center will provide a Response within a period of 15 minutes from the time the Incident has been acknowledged as received by Marathon Support, as dictated by the entitled Support Coverage for the software license covered.	The Customer Support Center will exercise all commercially reasonable efforts to provide a Resolution to the Customer within 8 hours from the time of initial Response to the Incident.	Immediate to Services Management, within 5 days to CEO
2	The Licensed Software is in production use and operational, but part of the application or its functionality is seriously affected. The Licensed Software is not fully usable, one or more software components may have failed, or Customer is unable to perform business functions as provided under specification. Some degradation in performance or other related systems may also be observed.	The Customer Support Center will provide a Response within a period of 2 business hours from the time the Incident is acknowledged as received by Marathon Support, as dictated by the entitled Support Coverage for the software license covered.	The Product Support Center will exercise commercially reasonable efforts to provide a Resolution to the Customer within 24 hours from the time of initial Response to the Incident.	Within 7 days to Services Management, within 21 days to CEO

3	The Licensed Software is operational and processes, but minor problems exist and use is somewhat impacted. Customer is not significantly affected or is operating using a workaround.	The Customer Support Center will provide a Response within a period of 2 business hours from the time the Incident is acknowledged as received by Marathon Support, as dictated by the entitled Support Coverage for the software license covered.	The Product Support Center will exercise commercially reasonable efforts to provide a Resolution to the Customer within 120 hours from the time of initial Response to the Incident.	Within 21 days to Services Management
4	There is a question about the Licensed Software or its functionality. The Licensed Software is functioning correctly.	The Customer Support Center will exercise commercially reasonable efforts to provide a Response within a period of 2 business hour from the time the Incident is acknowledged as received by Marathon Support, as dictated by the entitled Support Coverage for the software license covered.	The Customer Support Center will exercise commercially reasonable efforts to provide a Resolution to the Customer within 240 hours from the time of initial Response to the Incident.	Within 30 days to Services Management

**Software Defects:** In the case where Marathon determines that an Incident is the result of a software defect, the Incident will be presented by the analyst to Marathon’s Development Group for potential revision in a future release or patch. In the event that the Incident is the result of a software defect in OEM code provided to Marathon by another vendor, Marathon will document the problem and enter an Incident with the OEM vendor for potential revision in a future release or patch.

**Escalation:** In the event that an Incident increases in its impact to the Customer or that allocated resources are inadequate to provide a solution to Customer, Marathon shall escalate Incidents to an appropriate level of its organization. Purposes of escalation shall be to obtain additional expertise or resources, and/or re-evaluate priority/impact.

**OEM and Supporting Software:** Either now or in the future, various Marathon products may leverage OEM code and supporting software from other vendors. If applicable, Marathon maintains support agreements with each of these vendors during normal business hours. In the event that Incident troubleshooting or resolution requires the involvement of other vendors, resolution times may be delayed.

**Modifications (i.e., Hotfixes, Updates, and Enhancements):** . Modifications shall be delivered on a “when and if available” basis. Marathon shall provide Customer with Hotfixes as required to expedite resolution of Critical software defects (e.g., defects resulting in Critical Incidents). Hotfixes will typically be provided to Customers affected by the defect, and will be provided to the general support base as part of the next Update release. Marathon shall provide Customer with all Updates of the Licensed Software that are made generally available to Marathon’s customer maintenance base under its Premier Services program. Marathon shall provide Customer Enhancements releases, as applicable, of the Licensed Software that are made generally available to Marathon’s customer maintenance base under its Premier Services program without an additional or separate fee beyond that paid for software maintenance. Enhancements shall not include additional numbers, or expanded use, of licenses above and beyond those cited in the in the Agreement or on an Order Form. Enhancements do not include the release of a new product or added features or functionality for which there may be a separate charge or that Marathon prices on an independent separate basis.

**Version Support:** Marathon shall only be required to accept Incidents and provide support for the current release of a Marathon product and any previous releases that were licensed within the twenty-four (24) month period immediately prior to any renewal period, unless otherwise agreed in an Order Form.

**Behind the Firewall Deployments:** Customer agrees to provide Marathon with file and program information exported from the platform upon which the Marathon software operates for the purposes of problem recreation, diagnosis and testing. If the Customer is unable to provide the database export file, Marathon can provide remote support for customers with Premier Services. In addition, customers without Premier Services can request remote support for an additional, per-incident charge. Any on-site services required are available at an additional charge, upon execution of a mutually agreed Order Form.

**Technical Support Service vs. Consulting:** Technical Support Service generally refers to any questions, guidance, or advice necessary to operate the Licensed Software. Examples of these might include the following:

There is an error in the software	An error in the software causes subsequent errors
Documentation is unclear, missing, or appears to be in error	The software does not appear to conform to the documentation
Functions do not seem to be logical	There are performance or availability problems specifically isolated to the Licensed Software.
“How-to” questions for functions are missing or are not clear in the documentation or training materials	Generic Marathon software installation and assistance with installing Hotfixes, Updates, and Enhancements.

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Customer Support does not generally include the following, which is considered to be part of our Consulting Service and would thus be charged at the normal hourly rate:

Customer-specific configuration assistance	Installation issues involving integration with third party software or hardware not provided or qualified by Marathon
Extensive "How-to" questions for users that have not been trained or have not read the documentation	Third party software support outside the scope of enabling the Marathon application
Integration, messaging or translation assistance with other applications	Assistance with supporting applications or infrastructure such as hardware or the database software or Business case development
Performance benchmarking	Network troubleshooting

The resolution to some Incidents may require that Consulting Services be engaged. In this event the Support Analyst will notify the customer that the required resolution is outside the scope of the Customer Support Service and provide the customer with the option to engage the Consulting Service at the normal daily then-current rate.

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