

ILOG Maintenance Agreement

General Terms and Conditions for JLOOX Products

This Maintenance Agreement (the "Maintenance Agreement") sets forth the terms and conditions under which ILOG will provide maintenance and support (collectively, "Maintenance") to Licensee. All terms not otherwise defined herein have the meanings given them in the applicable license agreement.

1 Definitions

1.1 "Patch" shall mean a fix to a program Error.

1.2 "Error" shall mean a reproducible instance of adverse and incorrect operation of the Development Software that impacts Licensee's ability to use a functionality described in the Documentation.

1.3 "Error Resolution" shall mean the following:

1.3.1 a solution has been generated in the form of a Patch, or a Version of the Development Software corrects the Error, neither of which create additional problems; or

1.3.2 the origin of the Error lies in the Documentation and the appropriate Documentation has been clarified; or

1.3.3 ILOG demonstrates that the technical issue is caused by third party software or hardware or other causes beyond ILOG's control.

1.4 "Version" shall mean that software release identification scheme generally in the form of X.Y, where X represents a major release or base level version, Y represents a minor release level.

2 Term

This Maintenance Agreement is in effect for twelve (12) months. Any additional renewals of this Maintenance Agreement shall be subject to mutual agreement.

3 Payment of Fees/Suspension of Maintenance for Nonrenewal or Nonpayment

Unless otherwise agreed in writing by the parties, Maintenance fees for the Maintenance period are due when the corresponding licenses are purchased. If payment is not received pursuant the applicable payment terms agreed between the parties, ILOG shall have the right to discontinue Licensee's Maintenance until such time as Licensee pays the applicable Maintenance fees in full. ILOG shall have no obligation to provide Licensee with Maintenance if Licensee has not renewed Maintenance or paid the applicable Maintenance fees pursuant to the agreed payment terms.

4 Description of Maintenance

4.1 ILOG will use commercially reasonable efforts to provide Error Resolution to Errors submitted by Licensee.

4.2 Support is available by email at the addresses below, and by phone between 09h00 and 17h00 Eastern Time, Monday through Friday, excluding Canadian public holidays. For urgent cases, ILOG regional support centers can be contacted by phone outside of these hours at the number below:

	Phone number	E-mail address
Americas	1.877.ILOG.TECH (toll free) +1.650.567.8080	jloox-support@ilog.com
France	0.800.09.27.91 (numéro vert)	jloox-support@ilog.fr
UK	+44.134.466.1630	jloox-support@ilog.co.uk
Spain	+34.902.170.295	jloox-support@ilog.es
Germany	+49.6172.40.60.33	jloox-support@ilog.de
Other European countries	+33.1.49.08.35.62	jloox-support@ilog.fr
Singapore	+65.6773.0626	jloox-support@ilog.com.sg
Japan	+81.3.5211.5770	jloox-support@ilog.co.jp

5 Exclusions

5.1 Maintenance does not cover resolution of Errors which result from (i) third party software or hardware, (ii) any non-ILOG modification to the Development Software, or (iii) use of the Development Software by Licensee which is not in accordance with the Documentation.

5.2 ILOG will only support the Development Software on Platforms for which all components are supported by their respective vendors, under standard conditions, at the date the support request is made by Licensee to ILOG. The list of Platforms on which each Version of the Development Software is available is decided by ILOG alone. ILOG will only provide support on Platforms designated in the Documentation.

5.3 Maintenance does not cover modifications to the Development Software to work around the dysfunction or limitation of third party software or hardware.

5.4 Maintenance does not cover source code supplied by ILOG to Licensee as part of either a consulting engagement or as a demo, sample or contribution.

5.5 Maintenance does not include troubleshooting or determination of the origin of whether the error is attributable to Licensee's Application software or the Development/Deployment Software.

6 Licensee Requirements

6.1 In all cases, Licensee must provide the following items for each support request: Licensee name, Maintenance Agreement number, the Development Software name and Version number, and the Platform in question.

6.2 ILOG Customer Support will, on occasion, request a minimal working code stub or stubs from Licensee to demonstrate or reproduce an Error. The code stub(s) shall be free from references to third party software, and unnecessary routines must be filtered. The test code stub(s) shall be free of other compile and link time errors, and must include associated support files (.h files, makefiles, stack traces, etc.). Source code submitted to ILOG is kept in confidence and will not be disclosed without the express and explicit permission of Licensee.

7 Escalation

Either party may initiate escalation procedures if the normal avenues for Error Resolution have been exhausted.

8 Other Terms

All other terms of the applicable license agreement, including but not limited to the sections related to the license grants, title and general contractual provisions, are hereby incorporated herein by reference. In the event of any inconsistency between the terms of the applicable license agreement and the terms of this Maintenance Agreement, the terms of this Maintenance Agreement shall control only with respect to determining ILOG's obligations with respect to providing Maintenance. In all other cases, the applicable license agreement will prevail.