

ILOG Maintenance Agreement General Terms and Conditions

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 Initial Term and Renewals

The term of the initial Maintenance period is twelve (12) months, commencing from the date on which Licensee purchased the software license(s). Licensee may purchase Maintenance for additional annual Maintenance periods under the general conditions described in this document, unless ILOG has elected to retire the Development Software for which support is requested. If ILOG does retire the Development Software, ILOG will notify Licensee at least ninety (90) days before expiration of the existing annual Maintenance period and, if requested by Licensee, design a specific support plan for a subsequent period of time.

3 Changes to Maintenance Terms

ILOG reserves the right, from time to time, to change its standard Maintenance terms and conditions, including the applicable fees. Any change to the Maintenance terms and conditions will not materially reduce the level of support set forth herein. The new Maintenance fees and/or terms and conditions will become effective on Licensee's next annual Maintenance period.

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

Maintenance fees for the first annual Maintenance period are due when the corresponding software license(s) are purchased. If Licensee chooses to renew Maintenance for subsequent annual Maintenance periods, the annual Maintenance fees shall be due and payable thirty (30) days from Licensee's receipt of an ILOG invoice, unless otherwise agreed in writing by ILOG. If payment is not received pursuant to 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.

5 Description of Maintenance

5.1 ILOG will use commercially reasonable efforts to provide Error Resolution to Errors submitted by Licensee, pursuant to the response times detailed below.

Severity Level	ILOG Response Time	Status Updates
Critical. The Error is having a critical impact on Licensee's ability to conduct business. This means that Licensee's development work cannot continue or that the Application is down, or not functioning, and no procedural workaround exists.	2 hours, work commenced immediately (All "Critical" requests should be confirmed by phone.)	Once every business day
Severe. The Error is having a severe impact on Licensee's business in which Licensee's operations are disrupted, but there is a capacity to maintain necessary business operations.	4 hours, work commenced within the same business day	Once every other business day
Moderate. The Error is having a medium-to low impact on Licensee's business that involves partial, non-critical functionality loss. Licensee's operations are impaired but functioning.	1 day, work commenced within the one business day	Once every 5 business days

5.2 General usage questions will be responded to within two business days and treated with a lower priority.

5.3 "Hours" and "days" are counted within regular operation hours for the ILOG support center to which Licensee has been assigned, excluding local holidays. If an Error is reported on a day that is a local holiday or on a Saturday or Sunday, the Response Times indicated above will commence as of the first business day that ILOG received the report of the Error.

5.4 Version Life

All Versions of the Development Software are supported for at least twenty-four (24) months from the date the next Version is released.

5.5 New Versions

If Licensee has purchased Maintenance for its Development Licenses for an annual Maintenance period, ILOG will make available to Licensee each new Version of the Development Software that ILOG releases during the annual Maintenance period in question.

5.6 Right to Upgrade Applications with New Versions

If Licensee has purchased Maintenance for its Deployment Licenses for a given annual Maintenance period, then Licensee will be entitled to use and distribute an upgraded version of Licensee's Application with the new features/functionality incorporated into the new Version of the Development Software. If Licensee is not paying for Deployment Software Maintenance, Licensee shall not have the right to distribute an upgraded version of Licensee's Application(s) with the new features or functionality contained in any new Version of the Development Software made available by ILOG during a period in which Licensee did not pay for Deployment Software Maintenance.

6 Exclusions

6.1 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.

6.2 ILOG will only support the Development Software on Platforms for which all components are supported by their respective vendors, under standard conditions, as of 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.

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

6.4 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.

6.5 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.

7 Additional Services

7.1 Training, on-site support, and Application development work are additional services and can be made available to Licensee for a fee. The terms for all such services will be subject to a separate agreement of the parties.

7.2 Maintenance for retired products can be made available to Licensee for a fee, based on separately agreed terms.

8 Licensee Requirements

8.1 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.

8.2 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.

9 Escalation

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

10 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.