

STARTER CLOUD SUPPORT SERVICE

Customer is a user of certain Cloud Services under a Cloud Services Agreement that the Customer has executed with a Software AG subsidiary (hereinafter "Supplier"). The maintenance and support services that the Supplier has agreed to deliver as provided in the Cloud Services Agreement are defined herein, and this document forms an attachment to the Cloud Services Agreement.

1 ОПРЕДЕЛЕНИЯ

1.1 **Определения:** Если иное не следует из контекста, следующие слова и выражения, используемые в настоящем документе, имеют значение, указанное ниже:

"Business Day"	means the days from Monday to Friday excluding public holidays in country as specified in the Customer address field on the first page of the underlying Cloud Services Agreement that correspond with Software AG's Global Support operating days.
"Рабочий час"	означает каждый из часов в промежутке с 8:00 до 17:00 по рабочим дням в региональном центре обслуживания Заказчика: (a) EMEA (Европа, Ближний Восток и Африка) - с 8 до 5 по Центрально-европейскому Времени (CET) (b) APJ (Азия, Тихий Океан и Япония) – с 8 до 5 Малазийскому Стандартному Времени (MYT) (c) США – с 8 до 5 по Горному Времени (MT) Рабочие часы Всемирной Службы Технического Обслуживания могут периодически меняться.
"Cloud Services"	means the Supplier cloud services to be provided to the Customer under the Cloud Services Agreement.
"Cloud Services Agreement"	means the Cloud Services Agreement under which the Cloud Services are to be provided to the Customer.
"Documentation"	means the user manuals that the Supplier makes available to users of the Cloud Services.
"Error"	means any verifiable and reproducible failure of the Cloud Services to substantially conform to the specifications for such Cloud Services. Notwithstanding the foregoing, "Error" shall not include any such failure that is caused by: (i) the use or operation of the Cloud Services with any other software or code or in an environment other than that intended or recommended in the Documentation, (ii) modifications to the Cloud Services not made or approved by the Supplier in writing, or (iii) any bug, defect, or error in third-party software used with the Cloud Services.
"Error Correction"	means either a modification or addition to or deletion from the Cloud Services having the effect that such Cloud Services substantially conforms to the then current specifications, or a procedure or routine that, when exercised in the regular operation of the Cloud Services, eliminates any material adverse effect on the Customer caused by an Error. An Error Correction may be a correction, workaround or service update.
"Всемирная поддержка Software AG"	означает Всемирную Службу поддержки Поставщика, предоставляющую услуги технической поддержки и обслуживания соответствующему Заказчику.
"Портал поддержки Software AG"	означает интернет-систему поддержки Заказчиков Software AG, выполняющую функции предупреждающего обслуживания, информирования и Исправления Ошибок.

2 ОПИСАНИЕ УСЛУГ

- 2.1 Starter Maintenance and Support Service: Software AG's Starter Maintenance and Support Service consists of the following services:
- Twenty-four (24) hour access to Software AG's Support Portal including access for authorized technical contacts ("ATC") to Supplier's request reporting system for browsing and submitting incidents, online access to new product information, documentation and knowledge center.
 - 9x5 (9 hours a day; 5 days a week) telephone support for incidents according to this agreement during Business Hours. Customer will receive initial response within one Business Day during Business Hours only. The respective telephone number is available in Software AG's Support Portal. If not provided in local language, telephone support is provided in English.
 - Seven (7) authorized technical contacts (ATC) of the Customer entitled to access Software AG's Support Portal. This restriction applies per Customer and not per contract. All ATCs shall have appropriate professional and technical qualifications and shall be assigned internally by Customer to process queries from users about the Cloud Services. To protect against improper use of services, services may only be requisitioned by these ATCs previously-reported to Software AG. Customer may contract for additional authorized contacts. ATC Group accounts that are used by multiple Customer representatives are not allowed. One Customer representative equals one ATC only.
 - Information on new features, events, and Customer application articles.

3 ОБРАБОТКА ЗАПРОСОВ ЗАКАЗЧИКА

- 3.1 **Вводная часть:** Заявки Заказчика принимаются Всемирной Службой Поддержки Software AG и регистрируются на Портале Поддержки Software AG для дальнейшей обработки. Заказчику сообщается регистрационный номер его заявки для дальнейшего учета.
- Регион заказчика - это месторасположение заказчика или центр, который был выбран заказчиком в качестве региона. Например, заказчик EMEA региона (Европа, Ближний Восток и Африка) может выбрать другой регион, скажем регион АМЕ (Азия и Ближний Восток);
 - При обращении во Всемирную Службу Поддержки Software AG по телефону Заказчик должен сообщить регистрационный номер, присвоенный инциденту/номер заявки для того, чтобы специалисты Службы Поддержки могли начать работу над инцидентом;
 - Всемирная Служба Поддержки Software AG не обязана решать проблему Заказчика в течение времени реагирования или какого-либо другого отрезка времени;

4 ОБЯЗАННОСТИ ЗАКАЗЧИКА

- 4.1 **Customer Responsibilities:** Customer shall co-operate with Software AG Global Support and provide relevant information to enable Supplier to reproduce, troubleshoot and resolve the experienced error.

- 4.2 **Customer Consent:** In case that an incident is submitted to Software AG's Support Portal Customer authorizes Supplier, for the purposes of troubleshooting and resolving such incident, to access Customer's cloud environment for the duration of the submitted incident on the basis set out in the Cloud Services Agreement.