SUPPORT FOR PENTAHO SOFTWARE PROGRAMS

Introduction.

If You have a Direct Purchase Agreement or other form of supply agreement in place with Hitachi Data Systems ("**HDS**") or a HDS Partner ("**Agreement**"), this Support Document, along with the terms incorporated herein by reference will apply to, and must be read together with the terms and conditions in the Agreement.

This Support Document applies only when Pentaho provides Support and Maintenance directly to You. Maintenance and Support Services on other Hitachi Data Systems products will be under the HDS Warranty Maintenance and Support Terms ("**WMS Terms**"). Unless otherwise defined in this Support Document, any capitalized term used in this Support Document will have the meaning given it in your Agreement with HDS. In the event of any inconsistencies between the terms of the Agreement and the terms of this Support Document, notwithstanding anything to the contrary in the Agreement, the terms of this Support Document will control.

For further descriptions of the Service Plans and other Service related details for Your Pentaho product Maintenance and Support coverage, please refer to the information located at https://www.hds.com/support/maintenance-coverage-services/customer-support-terms.html and the Plan descriptions set out in https://www.hds.com/support/maintenance-coverage-services/ ("**Service Descriptions**"). The Service Descriptions form part of, and are incorporated by reference into, this Support Document. You agree and acknowledge that HDS may update the Service Descriptions from time to time, and the updates will form part of, and will be incorporated into this Support Document, as and from their date of publication.

1. Additional Definitions. For purposes of this Support Document, the following additional definitions will apply.

"**Business Day**" means Monday through Friday, excluding local holidays.

"**Business Hours**" means 9am to 5pm Local Standard Time on a Business Day.

"**Error**" is a reproducible and documented error in a Program operating in a Production Environment where a Program does not substantially conform to the Published Specifications.

"**Incident**" means the occurrence of an Error.

"**Major Release**" means a major release of a Program generally released to Pentaho customers and designated by a change in the first digit of the Program Version number (e.g. 2.x, 3.x, 4.x).

"**Minor Release**" means minor version releases of the same Program generally released to Pentaho customers and designated by a change in the number to the right of the decimal after the Major Release number (e.g. x.4, x.5, x.6).

"**Maintenance Release**" means the number to the right of the decimal after the Minor Release number (e.g. x.x.4, x.x.5, x.x.6).

"**Pentaho**" means Pentaho Corporation, a wholly owned subsidiary of HDS, who on behalf of HDS may be providing Maintenance and Support Services directly to You, solely in connection with the Pentaho Software Program(s) ("**Program(s)**") licensed under the Agreement.

"**Pentaho Support Portal**" means the webpages through which Pentaho offers Maintenance and Support information, and Maintenance and Support Services for Program related email notifications, and Program Version code.

"**Production Environment**" means any computer system running one or more Programs that: a) is being actively used to process data or provide information to the system's users, and b) is not being used for development or testing purposes.

"**Reproducible**" means a repeatable test case that isolates a particular behavior on supported hardware and software platform(s) and components documented on the Pentaho "Components Reference" website.

"**Service Pack**" means the number to the right of the decimal after the Maintenance Release number (e.g. x.x.x.4, x.x.x.5, x.x.x.6).

"**Update**" means the move within a Minor Release including any Service Packs or Maintenance Releases (2.2 to 2.3).

"**Upgrade**" means the move from a Major Release to another Major Release (2.x to 3.x).

"**Version**" is a generic term for code corrections, patches, Maintenance Releases, Minor Releases, and Major Releases of the same Program generally made available to Pentaho customers.

"**Work-around**" means a patch/hotfix, a configuration change, reasonable manual steps, roll back of previously made changes or a combination of the above. In certain circumstances a Work-around will be considered the final resolution of an issue.

2. End-of-Life Policy.

When a new Major Release is released, the previous Major Release is no longer available for sale and enters an "End-of-Life" transition period. During the End-of-Life transition period, Pentaho Maintenance and Support Services are offered in two phases.

a. **Normal Support -** Normal Maintenance and Support is provided on the current Major Release and the immediately previous Major Release. During this time, Pentaho will continue to develop and provide Minor Releases, service packs, and Patch Releases necessary to maintain the Program in substantial conformance with the Published Specifications.

b. **Limited Support -** Limited Maintenance and Support is available for the two previous Major Releases' levels. During this time, Pentaho will provision existing service packs and existing Patch Releases necessary to maintain the Program in substantial conformance with the Published Specifications for a 12-month period. After this time, all Maintenance and Support for the Major Release will cease.

Pentaho will give 12 months prior written notice before the End-of-Life of a current Major Release.

3. Maintenance and Support Obligations.

3.1 Versions. Pentaho will make all new Versions available to You when such Versions are made generally available to Pentaho's customer base. Pentaho will notify the Named Contacts of the availability of a new Version through release notification emails based on the Named Contacts notification subscription settings.

3.2 Maintenance and Support Generally. Pentaho will provide Maintenance and Support Services to address Errors in the use of the Programs. All Maintenance and Support Services requests must be submitted through the Pentaho Support Portal and as otherwise reasonably directed by HDS. All Maintenance and Support Services will be provided in the English language only.

3.3 Error Correction. An Error correction may be provided in the form of a modification to the Program or a workaround. You will implement the applicable correction as soon as reasonably possible once provided by Pentaho. Pentaho may correct Errors as it determines in its discretion. If a reasonable Work-around is available, Pentaho reserves the right to downgrade the severity of the Error.

3.4 Cooperation. You will cooperate with Pentaho as reasonably requested in the resolution of Errors. You will provide Pentaho with access (via remote telecommunications and, if applicable, on-site access at Your premises) to the extent reasonably necessary to allow Pentaho to provide Maintenance and Support Services. If You cannot provide remote access, Pentaho may be unable to fix the Errors.

3.5 Test Code and Data. You will provide HDS or Pentaho with functioning test code and data that reproduces and isolates the Error. You will provide to HDS or Pentaho only non-personally identifiable data (whether that takes the form of "dummy" data or anonymized data). In addition, You will remove extraneous comments and code from the test code provided and to the extent possible, such code and data will be fully self-contained, automated and will demonstrate the precise Error reported rather than other possible problems. The Error must be reproducible on HDS' or Pentaho's test systems. If You cannot provide test code and data that reproduces the Error, HDS or Pentaho may be unable to resolve the Error. In such cases, HDS or Pentaho will work with You to assist in the development of a test case.

3.6 Named Contacts and Knowledge Base Users. The number of Named Contacts is limited as set forth in Table 1 below. The number of users that may access Pentaho's online "Knowledge Base" through the Pentaho Support Portal is limited as set forth in Table 1 below.

Table 1 - Enterprise Support Features	
Named Maintenance and Support Services Contacts (Primary/Backup)	2/1
Support Cases	Unlimited
Knowledge Base Users	20
Assigned Pentaho architect	Yes
One-on-one guidance, mentoring and best practice discussions	Yes
Management of feature requests and support cases	Yes
Scheduled technical sessions with Pentaho subject matter experts	Yes
Internal VM replicated customer environment for faster resolution	Yes

3.7 Hours. Pentaho representatives are generally available during Business Hours. All Incidents must be reported through the Pentaho Support Portal. Except as otherwise provided in this Section, replying to Incidents and solving Incidents is done during Business Hours.

3.8 24x7x365. 24x7x365 Support is only available for an Error in a Program causing the Program to be unusable, resulting in a critical impact on the operation of the Program with no Work-around available.

3.9 Assigned Architect. Enterprise Support includes the assignment of a solution architect ("Architect") to provide up to four (4) hours per week to:

- conduct sessions to demonstrate implementation best practices with Your Named Contacts;
- discuss topics such as integration techniques, solution design and architecture, implementation strategies, upgrade techniques, best practices, and performance tuning the Programs;
- coordinate and conduct sessions as needed between You and other architects or Pentaho subject matter experts; and,
- troubleshoot issues via VPN access to Your systems or in virtual replicas of Your solution if possible.

The accrual or rollover of unused allocated weekly time is not permitted. Additional bandwidth can be provided via a mutually agreed upon Statement of Work. Pentaho will use commercially reasonable efforts, with Your cooperation, to build and maintain a virtual environment replicating Your solution.

3.10 Quarterly Account Reviews. Enterprise Support includes quarterly account reviews to discuss Your implementation of the Programs, to review any trends identified in the reported support cases, to listen to Your feedback and suggestions concerning Maintenance and Support Services, to report on the statistics concerning Maintenance and Support Services, and to discuss the status of the feature enhancements or new features requested by You.

4. Named Contacts

The "**Named Contacts**" as registered with and approved by Pentaho, will be the sole contacts for Maintenance and Support Services requests and follow-up communications concerning Maintenance and Support Services. You may change such contacts by written notice to Pentaho. Each Named Contact must have full administrative access to all files, file systems and databases required for operation of the Programs. Named Contacts may not forward requests from other parties and must be able to act as the primary contact for any Maintenance and Support Services issues.

5. Exclusions to Obligations

Pentaho will not be obliged to provide Maintenance and Support Services arising out of any of the following events:

- In connection with any Versions that are not obtained via the Pentaho Support Portal
- Use in a Production Environment of any Version not marked as "Generally Available"
- Any Version which has reached End of Life
- A failure of hardware, equipment or programs not provided by Pentaho
- Any cause or causes beyond the reasonable control of Pentaho (e.g. floods, fires, loss of electricity or other utilities)
- Your failure to comply with operating instructions contained in the Published Specifications
- Any modification, enhancement or customization of the Program by anyone other than Pentaho
- APIs, interfaces, Web services or data formats other than those included with the Program.

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