

TSANet Relationship Guidelines

General

Organizations seeking membership in TSANet, Inc. (“**TSANet**”) agree to identify each "Company Site" in the process of becoming a member of TSANet. These TSANet Relationship Guidelines (“**Relationship Guidelines**”) apply to conduct of a member and each of its representatives at each such site or other designated locations of callers. Each member shall assure that each caller participating in TSANet calls or member activities for such member shall first have been trained in TSANet processes and procedures applicable to the relationship in which they are participating (each a “**Designated Caller**”). Each Designated Caller shall only participate and conduct themselves in compliance with these Relationship Guidelines, all TSANet processes and procedures, as well as TSANet policy.

TSANet members who agree to interact with each other in an open or customized group are together known as “**Participants**” in each such relationship. Participants in TSANet’s relationships agree to collaborate with all other Participants of the relationship under the conditions designated in this document. Each relationship within TSANet allows for a clearly defined support process whereby a mutual customer has been identified and a multi-vendor problem exists. A mutual customer is a company or individual customer that is (1) using Products from two or more Participants in conjunction with one another and (2) meeting the criteria set forth by each of those Participants in the TSANet database defining the customer as a mutual customer (as such a “**Mutual Customer**”).

Participation in a relationship may be implemented by a member in all TSANet global regions. Each member’s activities shall conform its activities in TSANet to the TSANet Code of Conduct (the “**Code of Conduct**”). The Code of Conduct contains terms and conditions, policies and processes that each member is required to adhere to for entry into a TSANet relationship. In the event of any conflicts or inconsistencies between the TSANet Code of Conduct and these Relationship Guidelines, the terms of these Relationship Guidelines shall take precedence; provided, however, that these Relationship Guidelines are not intended to modify or alter Section 3 (Limitation of Liability) or Section 4 (Competition) of the Code of Conduct.

1.2 Requirements for Participation:

Participants agree to respond to inquiries or requests by other Participants within the relationship for Mutual Customers as defined per relationship, multi-vendor problems in accordance with these guidelines. Each relationship may contain elements or clarification of elements contained in these guidelines. Members should refer these guidelines as standard elements that should be used in participating and/or creating relationships. Additional elements may be provided by Addendums to the Code of Conduct.

Participants agree to diagnose and troubleshoot Mutual Customer, multi-vendor problems to isolation and/or resolution with other Participants in accordance with the Mutual Customer’s obligations with the Participant(s) as defined in the TSANet Database or relationship terms.

Participants agree to have an internal process to engage technicians capable of diagnosing or troubleshooting an incident to isolation and/or resolution. Participants further agree that when a service request is initiated and the product has been identified as part of this relationship, Participants will collaborate within the defined response guidelines.

1.3 Global Requirements

Participation in this relationship entails a global requirement. Participants are requested to support Mutual Customers on a worldwide basis under the guidelines of this relationship. Participants may be requested to provide contact and escalation procedures to support customers worldwide and may only originate calls from TSANet defined geographic areas (the “**GEO**”)specified in their membership.

1.4 Term

These Relationship Guidelines are effective immediately upon adoption by TSANet, and will automatically be renewed on an annual basis unless otherwise specified. Participants may terminate their participation in a Group Relationship with 120 days written notice to the Executive Director of TSANet.

1.5 Certified Platforms

One Participant's Certified Platform does not necessarily constitute a Certified Platform that will be supported by all Participants. Where support obligations (i.e. Mutual Customer) exist from Participant(s) to customer, Participant agrees to engage other Participant(s) utilizing "Reasonable Efforts" and general troubleshooting to isolate and/or resolve a customer configuration regardless if there is a mutually agreed upon configuration. This Addendum does not obligate Participants to continue engagement beyond initial troubleshooting on non-mutually agreed upon certified platforms.

If after initial evaluation a Participant determines resources beyond initial troubleshooting are required and disengages on a non-mutually agreed upon Certified Platform(s), the Participant disengaging agrees to inform the Mutual Customer of the disengagement.

Participants are encouraged to post or link to information concerning Certified Platforms in the TSANet database. Participants are responsible for supporting the customer based on their independent and direct support contract with the customer in question.

Participants should never imply in sales or support literature that membership in this relationship obligates a Participant to engage resources beyond general troubleshooting to isolation and/or resolution where a mutually agreed upon configuration has not been agreed upon by all parties involved.

1.6 Response Time Priority

Participants agree to strive to respond via telephone or electronic correspondence to other Participants with Mutual Customer, multi-vendor problems based on the following Priority Definitions:

[] **P-1 Critical** (System Critical, Down, Loss of main functionality) A catastrophic problem that may severely impact the Mutual Customer's ability to conduct business. This may mean that the Mutual Customer's systems and/or product are down or not functioning and no procedural workaround exists. For **P-1** issues - Participants will strive to respond to each other within **two hours** from the time of the initial call. Response is defined as a technician beginning the diagnostic process via telephone or electronic correspondence. Calls may be escalated **after two hours**. Participants will provide an escalation path that assures response of escalated issues in accordance with the guidelines listed above.

[] **P-2 Serious**. (Serious System Problems) A high-impact problem in which the customer's operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations. The problem may require a fix be installed on the Mutual Customer's system prior to the next planned commercial release of the Product. For **P-2** issues - Participants will strive to respond to each other within **four hours** from the time of the initial call. Response is defined as a technician beginning the diagnostic process via telephone or electronic correspondence. Calls may be escalated **after four hours for P-2 issues**. Participants will provide an escalation path that assures response of escalated issues in accordance with the guidelines listed above.

[] **P-3 Low Impact.** (System Problems) Medium-to-low impact problem that involves partial loss of non-critical functionality. The problem impairs some operations but allows the Mutual Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Mutual Customer's operation. This includes documentation errors. For **P-3** and issues **lower than P-3** - Participants will strive to respond to each other by the next business day from the time of the initial call.

[] **P-4 Other** . See attached Schedule. The parties agree to provide response in the manner and according to the terms stated in the attached exhibit P-4, incorporated by reference.

In each case the technician shall be qualified, meaning that each such technician shall be an individual trained beyond fundamental troubleshooting skills, and as a result of such training shall be experienced in diagnosing, isolating and resolving complex multi-vendor problems. The person shall also have acquired skills of the member's product(s) allowing them to make troubleshooting decisions regarding isolation and/or resolution of multi-vendor related problems (a "**Qualified Technician**").

In measuring a response time, the time required for a response is defined as the period from when a Qualified Technician begins the diagnostic process via telephone or electronic correspondence until the event or issue has been resolved or otherwise closed by either party to the call. Calls may be escalated after the next business day and will provide an escalation path that assures response of escalated issues within the next business day. These calls will be responded to between the hours of 8:00 a.m. and 5:00 p.m. local time.

1.7 Training

Each Participant agrees to make available to the other at no cost training materials to assist the other Participant or its technical support organization in providing support to Mutual Customers for the Joint Solution. The parties will in good faith agree on the specific training materials at issue. The objective of the training should to enable troubleshooting, problem reproduction/isolation, and initial diagnostics of the Joint Solutions. Each party will be responsible for its own costs and expenses related to any such training. Each Participant grants at no cost a license solely to use internally such training materials for the purposes of performing under this addendum.

1.8 Escalation

Members agree to define a process twenty-four hours per day to escalate calls to the appropriate management level capable of authorizing the required resources to diagnose, troubleshoot, isolate and/or resolve complex problems within the appropriate time for the severity level.

1.9 Escalation

Each member will define and designate a Program Manager who will be of appropriate management level capable of authorizing the required resources to diagnose, troubleshoot, isolate and/or resolve complex problems within the appropriate time for the severity level

2.0 Transfer of Incident

Members agree to transfer incidents between participants and/or host sponsor Member of the Relationship and a Participant where both parties mutually agree that the call should be transferred.

The Participant accepting the responsibility will accept a direct customer transfer from the sponsoring Member of the Group or be responsible for informing the Mutual Customer in a reasonable and timely

manner that ownership has been transferred. All Participants shall make reasonable efforts to ensure a smooth transition and ensure Participants and the Mutual Customer are aware of the status of the call.

2.1 Follow-up of Incidents

Members may agree to follow-up on each case transferred from the sponsoring Member of the Group to the Participant, and the follow up will be designated in the attached schedule for the specific relationship(s) in which the member agrees to participate.

Follow-up status will include the case number, problem description, and resolution when the case is closed. If the case remains open after two business day the Participant will provide follow-up that will include the case number, "action taken", "next action", and the date of the next status update from the Participant (not to exceed 3 business days for cases that remain at P-1) as mutually agreed between the sponsoring Member and the Participant. Follow-up will be done through the Optional Incident Tracking System provided in the TSANet database. Periodic conference calls may be initiated by the sponsoring Member to access individual incidents.

2.2 Products Supported and Notification of Discontinued Products

Participants in each community will collaborate with the sponsoring Member of the Group to support a Mutual Customer for defined product offerings (which may in fact include all products sold and supported by a Participant) or by providing support based on a customer's contractual relationship with the Participant.

A Participant in this relationship agrees to provide 45 days written notification to the Member's Authorized Representative who has been designated a business manager (the "**Business Manager**") for this relationship, as designated by the sponsoring Member of the Group when a Participant decides to make a significant change to their cooperative support entitlement instructions. Such changes will include, but not be limited to, withdrawal of products currently supported where such products are still actively being sold and supported by the Participant outside this relationship or a change in the level of contract required by the end user to be supported under this relationship.

2.3 Information Required

Participants agree to supply TSANet the following information and keep information up-to-date for the purposes of this relationship. Participant information will be available via the TSANet database only to other Participants of this relationship. Required information must be made for each TSANet site participating in the agreement.

- Support organization process instructions or access number used by the Participant for collaboration products covered under this relationship
- Participant's criteria for a verification of a Mutual Customer Escalation Information as required by each relationship

2.4 Information Required

Participants agree to supply TSANet the following information and keep information up-to-date for the purposes of this relationship. Participant information will be available via the TSANet database only to other Participants of this relationship. Required information must be made for each TSANet site participating in the agreement. Participants agree to verify and/or update information every ninety (90) days.

- Support organization process instructions or access number used by the Participant for collaboration products covered under this relationship
- Participant's criteria for a verification of a Mutual Customer Escalation Information as required by each relationship

2.5 Disqualification

A Participant's non-compliance with this relationship may result in suspension or disqualification from this relationship. The elected Board of Directors by simple majority may terminate or suspend a member. Suspension will occur only after the Participant is made aware of the non-compliance and given reasonable opportunity to be heard.

2.6 Disqualification

A Participant's non-compliance with this relationship may result in suspension or disqualification from this relationship. The Designated Business Managers defined in this relationship by simple majority may terminate or suspend a member. Suspension will occur only after the Participant is made aware of the non-compliance and given reasonable opportunity to be heard.

2.7 Disqualification

A Participant's non-compliance with this relationship may result in suspension or disqualification from this relationship. The hosting member as defined in this relationship may terminate or suspend a member. Suspension will occur only after the Participant is made aware of the non-compliance and given reasonable opportunity to be heard.