



MAK TECHNOLOGIES

COTS Software Support and Maintenance Policy

This document defines and describes the complete maintenance and support policy for MAK Commercial Off-The-Shelf (COTS) products with the exception of VR-The World Server as defined in “VR-The World Server Support and Maintenance Policy.”

To receive software maintenance and support for COTS products customers must purchase Maintenance for each unit of each product over a specified period for which coverage is desired. The duration of the Maintenance period is specified on an invoice or on record with an authorized MAK reseller. Customers requiring support may be required to provide proof that Maintenance has been purchased and is current for the product in question at the time a support request is initiated. The Invoice Number detailing the sale of Maintenance and the Maintenance Period is sufficient to document Maintenance coverage.

Applicability

- ❑ Support and maintenance will only be provided to the organization named in the invoice. If the software is transferred to another organization then transfer of support will only be made after MAK receives written notification of transfer. Following transfer the original purchaser will no longer be eligible to receive support on the transferred software.
- ❑ This Policy only applies to MAK Commercial Off-The-Shelf (COTS) products in their original configuration, but excluding the VR-The World Server and System. This policy does not apply to custom solutions provided by MAK, software released as part of the MAK Bonus Page, software otherwise produced as part of a special agreement, or software otherwise noted as inapplicable.

Maintenance and Support Entitlements

- ❑ Upgrades and Enhancements
Applicable Customers are entitled to all software upgrades, enhancements and patches released by MAK during the Maintenance period. All such upgrades, including documentation and manuals are normally made available to customers through electronic downloads. If DVDs or other media are required then these must be specifically requested at the time of purchase.

If a licensee has multiple licenses of MAK software and Maintenance has not been purchased for all of the licenses, the licensee may upgrade only the licenses covered under the Maintenance as specified on the invoice.

❑ Technical Support

Technical phone and e-mail support is provided during regular business hours between 9 am – 5 pm Monday through Friday Eastern US Standard Time excluding United States Federal holidays. E-mail can be received by MAK twenty-four hours a day. Support may be provided before or after these designated hours at MAK's option, but availability is not guaranteed.

Requests for support should be submitted as follows:

Phone +1-617-876-8085 Extension 2

E-Mail support@mak.com

International MAK software users are advised to e-mail their support problem to their local authorized MAK reseller. All MAK resellers receive priority response.

Because some issues may take some time to understand or debug, we cannot guarantee resolution within any specific period of time. However, our policy is to provide a response to all technical support inquiries within one business day, so that a customer can be confident that we are working on the problem.

❑ License Transfer

The customer may move the license server for software covered under current Maintenance to another computer without charge providing a Certificate of Transfer is received by MAK.

❑ Platform Swaps

Software may be moved to other operating systems providing the appropriate fee stated in the MAK price list accompanies the Certificate of Transfer.

Technical Support versus Consulting or Training

While the MAK COTS Maintenance covers technical support, it does *not* cover training or consulting. If training or consulting is required, then these must be purchased separately. MAK reserves the right to determine when a request (or series of requests) for technical assistance crosses the line from technical support to training or consulting. While it is difficult to precisely define where technical support ends, and consulting or training begins, we use the following guidelines:

Technical support includes:

- Assistance with problems involving installation and operation of MAK software
- Answering a reasonable number of questions about how MAK software operates
- Diagnosing problems where MAK software does not work as intended, and suggesting workarounds or methods of correcting such problems
- If an error arises which will affect many users, MAK may elect to create a patch or Maintenance Release that fixes the problem

Consulting includes:

- Understanding a customer's project goals, and helping the customer understand how to best use MAK software to meet those goals
- Helping a customer to design an application or system that uses MAK software
- Extending the capabilities of a MAK product beyond what is included in the current release
- Helping a customer to achieve optimal performance in applications that use MAK products
- Providing in-depth sample code examples that demonstrate how to use MAK APIs to solve specific problems

Training includes:

- Spending a greater amount of time with a customer than is possible under technical support, helping the customer understand how MAK products work
- Providing a technical overview of the products
- Walking through API examples and use cases
- An introduction to various distributed simulation concepts

In practice, MAK's technical support team is often willing to go beyond what is required by this policy, and provide in-depth assistance under normal technical support that should rightfully fall in the consulting category. MAK's decision to do this is on certain occasions does not obligate us to do the same on other occasions, even if the situations are similar.

Compliance with US Export Regulations

MAK is a US company and is required to comply with all US Export Regulations. In accordance with the End User License Agreement software licenses are not permitted to transfer software licenses outside the U.S. unless they have complied with all U.S. export restrictions. Without limitation, those restrictions include a prohibition against transferring the software to parties that are on the US Export Administration list of Denied Parties or Denied Entities. Violation of export restrictions can result in the imposition of severe penalties, including significant fines and/or imprisonment.

In addition to any legal penalties that may apply, MAK will not provide support to any organization to which software has been improperly transferred. In addition, any improper transfer will be deemed a breach of the End User License Agreement and will result in MAK terminating the transferor's license to use the software.

If any documentation is required by the US Government for such transfer then it is the responsibility of the transferring party to prepare and submit such documentation, to obtain any necessary export licenses, and to notify MAK in writing. MAK reserves the right, in its sole discretion, to deny support both to the transferor and to the transferee in the event that, in MAK's judgment, software has been improperly transferred.

Supported Versions

Current Feature Release

MAK will issue Maintenance Releases, when deemed necessary by MAK, to correct bugs or other errors in the Current Feature Release.

Patches may be released for expediency, at MAK's option, in order to resolve a bug for a specific customer. Patches do not include Release Notes and testing will only be performed on the fixed portion of the software. Patched versions will be designated by a letter suffix.

Previous Feature Releases

Technical support and maintenance for a particular Feature Release will cease 12 months after the release of the *subsequent* Feature Release. Once this period has elapsed, no technical support, patches, or maintenance releases will be provided for the retired release under this policy. In other words, after a new release comes out, a customer has 12 months to upgrade before support for the old release is discontinued, even if the customer is still under active Maintenance.

During the 12-month period within which a “non-current” release is still supported, MAK will continue to answer technical support questions about that release. As with the current Feature Release, we may choose to issue Maintenance Releases, when deemed necessary by MAK, to correct bugs or other errors in previous Feature Releases, based on reports of errors or bugs submitted by customers.

Continuous Coverage

Regardless of whether a Maintenance Release is issued against a Current Feature Release or a Previous Feature Release, a customer is entitled to that Maintenance Release only if the software has been under continuous, un-interrupted Maintenance since the time of purchase.

Restoration of Continuous Coverage for Lapsed Maintenance

If any MAK software is left uncovered by Maintenance then MAK is not obliged to provide any technical support, assistance, patches, or software upgrades whatsoever. Any lapse of 6 months or more in Maintenance is considered (for pricing purposes) to be uncovered for an entire year. Maintenance may be purchased that includes both the uncovered period and the current year before coverage can resume. Once said Maintenance has been purchased, continuous coverage is considered to be restored and in effect for the COTS software instance.

Understanding MAK Product Releases

Production Versions

A production version is any version released formally to all customers under support.

MAK Products use 3 digits to denote a version A.B.C, where A denotes the Major Revision number, B denotes the Feature Revision number and C denotes the Maintenance Revision number.

- Major Releases are associated with major architectural changes, significant changes in product direction, etc. Essentially, a Major Release defines a new "generation" of the product
- Feature Releases represent typical releases. They include significant new features as well as bug fixes. Some low-impact architectural and API changes may be required to implement new features, but we will attempt to maintain source compatibility with old releases when possible.
- Maintenance Releases provide bug-fixes or no-impact changes. No-impact changes may include performance improvements, the addition of configuration parameters, purely additive features, improved documentation etc. Every effort is made in Maintenance Releases to preserve source compatibility (although binary compatibility may not be preserved). Maintenance releases will typically not change versions of pre-requisite libraries such as VR-Link and Qt.

Non-Production Versions

A non-production version is a build made exclusively for a single customer or very limited set of customers. It may contain specific bug fixes, and/or custom features. Non-production versions are designated by a letter suffix added to the end of the version number from which it was created. Non-production versions are considered to be the resolution of a support issue and are never updated. Non-production versions are the complete package, with a full installer, however they do not include any formal documentation such as release notes and testing is only performed on the revision. Letters are lowercase and are placed right after the version number.