MARKLOGIC CUSTOMER SUPPORT HANDBOOK

Policies and Procedures Governing MarkLogic Maintenance and Support Offerings

February 2011

Table of Contents **Page**

How to Contact Us..... 3
How to Receive Support Services..... 3
Registering with MarkLogic..... 3
Customer Support Contact..... 3
Registering your Customer Support Contacts..... 3
Support Plan Features..... 4
Software Updates..... 4
Technical Support..... 4
On-site Support..... 4
What to Do Prior to Logging a Service Request..... 5
Understanding Case Priority and Response Time Targets..... 5
Technical Support Life Cycle..... 6
Product Release Numbering..... 6
Maintenance and Assistance Support..... 6
Support Cycle..... 6
End of Life..... 7
Customer Responsibilities..... 7
Support Terms..... 7

Information in this document and MarkLogic technical support policies are subject to change without notice.

Copyright © 2005-2011 MarkLogic Corporation. All rights reserved.

HOW TO CONTACT US

To contact MarkLogic Technical Support, please use one of the following methods:

- Email – support@marklogic.com
- Web – https://help.marklogic.com
- Phone – 650-655-2300

We recommend that all support requests be submitted via either email or web, to enhance the process of reporting, tracking and resolving issues.

HOW TO RECEIVE SUPPORT SERVICES

As a customer, you can receive MarkLogic support services as soon as:

- The MarkLogic software products are properly licensed by you and you have a valid contract with MarkLogic, and
- You have registered with MarkLogic support.

Support services are provided for issues (including problems created by you) that are demonstrable or reproducible in the currently supported release(s) of a MarkLogic licensed product, running unaltered, and on an appropriate hardware and operating system configuration, as specified in the product documentation.

REGISTERING WITH MARKLOGIC SUPPORT

Customer Support Contact

Unless your contract with MarkLogic provides otherwise, you can designate up to two support contacts within your organization.

The role of the customer support contact is to serve as the first level of support for your organization, to log technical support issues for everyone in your organization, and to contact MarkLogic support in case of a technical problem.

Registering your Customer Support Contacts

Phone MarkLogic support to register your support contacts, with the following information: contact name, email address, telephone number and work address.

Copyright © 2005-2011 MarkLogic Corporation. All rights reserved.

SUPPORT PLAN FEATURES

Software Updates

"Update" means a subsequent release of the software which MarkLogic generally makes available for licensed installations to its supported customers at no additional license fee, provided you have purchased maintenance and support services for such licenses for the relevant time period. Updates do not include any release, option, or future software that MarkLogic licenses separately.

Software Updates is the base level for all MarkLogic support services and consists of:

- Major, minor, and service releases
- Patches
- Documentation updates
- Bug fix information

Updates are provided when available, and MarkLogic is under no obligation to develop any future software or functionality.

Customer support contacts are notified when updates become available. MarkLogic will provide download information; you are responsible for downloading and installing the updates.

Technical Support

Technical Support consists of assistance with unlimited support requests and includes email and telephone support during standard business hours. MarkLogic's standard business hours are 9 a.m. to 5 p.m., except for holidays observed by MarkLogic. Holidays are posted on the support site.

Support requests for severity 1 issues (as defined below) should be submitted at any hour via email to urgent@marklogic.com or by calling our urgent support telephone number: 650-655-2303.

MarkLogic is not obligated to provide other support services or levels, including support directly to end users or customers of our customers or any other third party.

On-Site Support

Installation services and additional engineering or technical services, such as on-site trouble-shooting, configuration, integration and deployment of the software, are available under a separately agreed Professional Services Agreement. MarkLogic has no obligation to provide any service other than those set forth in this support policy and paid for by the customer. Professional Services rates are billed on a time and materials basis, plus travel and accommodation expenses of MarkLogic personnel.

Copyright © 2005-2011 MarkLogic Corporation. All rights reserved.

WHAT TO DO PRIOR TO LOGGING A SERVICE REQUEST

Before contacting MarkLogic Support, please follow the general checklist provided below:

- Ensure that you have been registered as a customer support contact.
- Review the product documentation, including troubleshooting instructions.
- Ensure that you have a supported system configuration.
- Document all pertinent information regarding your deployment: Product name and version, hardware and operating system, description of the problem (including error messages, and the circumstances under which problem occurred, including the events and actions leading up to the problem
- Prepare a minimum reproducible case. When submitting a service request, your support contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist MarkLogic in diagnosing and triaging the problem.

UNDERSTANDING CASE PRIORITY AND RESPONSE TIME TARGETS

You and your MarkLogic support engineer will work together to assign the appropriate priority level to your service request. The MarkLogic support engineer will classify your support need and the problem severity according to the following criteria.

Case Priority Problem Severity	Response Goals
1 – Severe The system or major application is down or seriously impacted, or data is lost or destroyed, and there is no reasonable workaround currently available (system crashes or panics, corrupted data).	MarkLogic responds within 1 hour.
2 - High The system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	MarkLogic responds within 4 business hours.
3 - Medium The system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	MarkLogic responds within 1 business day.
4 – Low Non-critical issues, general questions, enhancement requests.	MarkLogic responds within 3 business days.

Copyright © 2005-2011 MarkLogic Corporation. All rights reserved.

Response time is the time it takes to answer the initial contact on a service request, and assumes the support request was properly filed through documented procedures. Response time is not a resolution goal and should not be interpreted as a guarantee of service.

TECHNICAL SUPPORT LIFE CYCLE

Product Release Numbering

MarkLogic uses a three-place numbering scheme to designate released versions of software. The format is VV.RR-MM, where V indicates the version, R indicates the release level, and MM indicates the maintenance level. An example would be Version 3.0-1 (abbreviated 3.0-1).

A major release indicates major enhancements to product functionality. A change in the VV number denotes a major release, e.g. 3.0-1.

A minor release is provided to introduce enhanced functionality on a smaller scale. A change in the RR number denotes a minor release, e.g. 3.1-1.

A service release is produced to roll out resolutions to a number of problems that have been identified in the product. A change in the MM numbering denotes a service release, e.g. 3.1-2.

Maintenance and Assistance Support

Maintenance Support includes Software Updates as defined previously.

Assistance Support includes assistance and workarounds for resolving known problems. As a product enters Assistance Support phase, the following guidelines apply:

- New enhancements and error corrections will not be made to the version/release.
- MarkLogic will direct customers to existing fixes/patches and workarounds applicable to the reported case.
- MarkLogic may direct customers to upgrade to a more current version/release of the product.

Support Cycle

When a major release is made available, MarkLogic will continue to provide Maintenance Support for the prior major release for a period of at least 365 days from the declared production date of the new major release. After this period, MarkLogic will provide Assistance Support for a period of at least an additional 180 days.

When a minor release is made available, MarkLogic will continue to provide Maintenance Support for the prior minor release for a period of 365 days from the declared production date of the new minor release. After this period, MarkLogic will provide Assistance Support for a period of at least an additional 180 days.

MarkLogic will only provide maintenance support for the last two minor releases at any given time. For example, if MarkLogic has released versions 3.0, 3.1 and 3.2, it will only provide maintenance support for 3.1 and 3.2.

Copyright © 2005-2011 MarkLogic Corporation. All rights reserved.

When a service release is made available, MarkLogic will continue to provide Assistance Support for the prior service release for a period of 90 days from the declared production date of the new service release.

The support cycle described above is based on a major and minor release frequency that results in an average minor release lifespan of 18 – 24 months.

End of Life

In an effort to continuously enhance and improve our product offering, it may become necessary as a part of MarkLogic's product lifecycle to declare that a particular product or product configuration (eg. a particular operating system release) is at the "end of life" stage and therefore, MarkLogic reserves the right to desupport that product or product configuration. End-of-Life Notices generally are available 12 months in advance of the desupport date.

Desupport Notices are provided to you by either mail or e-mail. Desupport Notices contain desupport dates, information about availability of Maintenance Support and Assistance Support, and information about migration paths for certain features. Desupport Notices are subject to change. MarkLogic will provide updated Desupport Notices as necessary.

CUSTOMER RESPONSIBILITIES

As a customer of MarkLogic's support services, you have the following responsibilities:

- You will provide MarkLogic with access to your personnel and equipment during normal business hours. This access must include the ability to log in to the equipment on which the software is operating and to obtain the same access as the highest privilege level.
- You will provide supervision, control and management of the use of the software. In addition, you will implement procedures for the protection of information and the implementation of backup facilities in the event of errors of malfunction of the software or equipment. MarkLogic will not be responsible for any loss of information or data while performing maintenance.
- You will document and promptly report to MarkLogic any errors or malfunctions of the software, and will freely provide MarkLogic with all relevant and requested information regarding such errors or malfunctions. You will take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from MarkLogic.
- You will maintain a current backup copy of all software and data.
- You will properly train your personnel in the use and application of the software and the equipment on which it is used.

Should you opt to not fully meet or perform your responsibilities as outlined above, MarkLogic's ability to provide you with full and complete support under these policies will be significantly impaired. In this situation, MarkLogic's sole obligation will be to use its good faith reasonable efforts to provide the services described in this handbook.

SUPPORT TERMS

Technical Support Fees

Copyright © 2005-2011 MarkLogic Corporation. All rights reserved.

Support fees are due and payable annually in advance of a support period, unless otherwise stated in your contract with MarkLogic. Failure to submit payment will result in the termination of support (subject to the cure period pursuant to the contract). The fees may be modified by MarkLogic for each renewal term by written notice to the customer at least 90 days before the end of the relevant support period, but any increase in the fee will be subject to the terms of the order document.

Support Period

Technical Support is effective upon the effective date of the order document. Unless otherwise stated in the order document, MarkLogic technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable, unless specified otherwise in your contract with MarkLogic. MarkLogic is not obligated to provide technical support beyond the end of the support period.

Reinstatement of Support

In the event that there is a lapse in Support, Licensee may reinstate Support only in accordance with MarkLogic's then-current business policies concerning reinstatement which may require, among other things, to be determined at MarkLogic's sole discretion: (i) payment to MarkLogic of all Support fees that would have previously been paid had Licensee continuously renewed Support plus the next upcoming annual Support period fees in conjunction with an upgrade of the Software to MarkLogic's most current release, or (ii) repurchase of a license to the most current version of the Software.

Matching Service Levels

When acquiring technical support, all licenses must be supported under the same technical support service level. You may not support a subset of licenses.

Exclusions

Support does not include events arising from the following:

- Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by MarkLogic; operation of the software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use.
- Improper installation by customer or use of the software that deviates from any operating procedures established by MarkLogic in the applicable documentation.
- Software that does not incorporate all of the required Major, Minor, and Service Releases, Patches and other release(s) provided by MarkLogic.
- Modification, alteration or addition or attempted modification, alteration or addition of the software undertaken by persons other than MarkLogic or MarkLogic's authorized representatives.
- Software, hardware or technology of any third party other than MarkLogic (including those of the customer).

Copyright © 2005-2011 MarkLogic Corporation. All rights reserved.

Services needed and requested as a result of the above will be billed to the customer at MarkLogic's then-prevailing professional services rates. Once such events have been remedied, support is available for recovery efforts.

MarkLogic Server ships with sample applications in installation directories named Samples or samples. These sample applications are collectively called Sample Software. MarkLogic is under no obligation to support Sample Software and it is offered "as is" without a warranty expressed or implied. MarkLogic is not responsible for the maintenance of Sample Software. MarkLogic does not guarantee the publication or availability of any Sample Software within or between major, minor and service releases. MarkLogic is not responsible for any consequences resulting from the use of Sample Software. Sample Software is employed solely at the customer's risk and should be thoroughly tested before use in a production system.

Copyright © 2005-2011 MarkLogic Corporation. All rights reserved.