

From 1st November 2013, LANSA will provide a Maintenance and Support service for the (N-2) Version/Release of the LANSA software (Extended Support Service).

LANSA shall provide the Extended Support Service (“ESS”) according to the following conditions:

1. ESS is provided only for the particular (N-2) Version / Service Pack / latest EPC of LANSA (“(N-2) Version”) in combination with any Third Party Software under the conditions outlined in the LANSA Supported Platforms document that can be referenced at : <http://www.lansa.com/support/supportedversions.htm>;
2. A Customer is an entity (“Customer”) having a paid, up-to-date LANSA Software Support and Maintenance Agreement with LANSA;
3. The ESS enables the Customer to request that LANSA produces a Patch to remedy a problem in the LANSA Production Environment (“LPE”) of the (N-2) Version, if no effective Workaround exists. For the avoidance of doubt, only the LANSA Runtime Production Environment is included under this ESS and i) the LANSA Development Environment and ii) any products written in LANSA, such as LANSA Composer, are specifically excluded from the scope of this Agreement;
4. Except as specifically described in clause 6. herein, ESS will provide the Customer with the same level of support provided to Customer as described in the LANSA Software Support and Maintenance Agreement;
5. When a Customer reports a problem with the LPE of the (N-2) Version, LANSA will investigate the problem and will provide the Customer with an effective Workaround if one exists, rather than producing a Patch.
6. If LANSA is requested by the Customer to produce a Patch to remedy a defect in the LPE that is within the scope of the ESS, LANSA will notify the Customer that a fee of two hundred, fifty dollars (US\$250.00) per hour will be charged to Customer for all work involved in the production (i.e. developing, testing, delivering and shipping) of that Patch for the Customer;
7. LANSA will commence work on the Patch when the Customer agrees in writing to pay the charge;
8. Customer will test and, if the problem is remedied, accept any Fix supplied by LANSA;
9. The ESS may be discontinued at any time at the discretion of LANSA, on sixty (60) days notice on LANSA’s Software Support website.

DEFINITIONS

1. A LANSA Software Support and Maintenance Agreement is defined to be the existing Agreement between LANSA and Customer that contains the terms and conditions under which LANSA provides software support and maintenance to Customer for supported versions of LANSA as described at : <http://www.lansa.com/support/supportedversions.htm>.
2. LANSA Production Environment (“LPE”) is defined to be the object code of Customer applications that was generated from the LANSA RDML together with the supporting LANSA-supplied Run-Time Modules.
3. A Patch (“Patch”) is defined to be executable code supplied by LANSA to Customer for insertion into the LPE, using the set of instructions also supplied by LANSA with the Patch, that remedies the reported problem;
4. A Work-Around (“Work-Around”) is defined to be a reasonable solution that remedies the reported problem by bypassing it. It is usually a procedure to be employed by Customer in the source code of Customer’s application or by Customer users’ interaction with Customer’s application to produce the same result that the currently non-working feature should be producing if it were correct;
5. A Fix (“Fix”) to remedy a problem with the LPE is defined to be either: a) a “Patch” to the LPE source code or b) a “Work-Around” that does not require a Patch.