



## SYSTRAN Software End of Support Life Policy

**Active Support** means a level of Support Services that we provide to you in response to a Ticket. A technical support engineer and/or applicable engineering resources will provide Fixes, and error corrections for your Licensed Software. Active Support is limited to modifications or additions to the Licensed Software that establish or restore substantial conformity with its Documentation. We will determine when it will be most effective to develop a new Fix, such as cases where there has been data loss, production system down, or significant security vulnerabilities identified, or other significant product defects. For other types of Problems, we will typically either provide an existing Fix, or Software Update, or future Software Version Upgrade. Note that sometimes Active Support may be referred to as Full Support or Normal Support.

**Documentation** means our standard published end user manuals, release notes, directions for installation, and other materials that we deliver with the Licensed Software (including any updates to these materials).

**End of Life** means when we cease distributing Software Updates for a particular version of Licensed Software. The End of Life date starts the timeline and process leading to End of Support Life for a particular version of Licensed Software.

**End of Support Life** means when we stop providing any Passive Support as well as any Active Support for a Licensed Software version release that has reached its End of Life, regardless of the Problem, and regardless of the Support and Maintenance Services offering purchased.

**Fixes, Patches or Bug Fixes** are used interchangeably in this Policy and mean any change that we make to the Licensed Software, including changes made for purposes of maintaining operating system and database system compatibility, error correction, and Workarounds that establish or help to restore substantial conformity with the applicable Documentation that we deliver to a customer as part of a point patch or a Hotfix. A Fix is generally an interim solution for a specific customer Problem, and is typically provided through a customer migrate to a current release, or consideration of the Problem in developing a future release of the Licensed Software, or other steps to close a Ticket in accordance with our support processes. All customer-specific linguistic Fixes, Patches or Bug Fixes fall under the scope of a separate Professional Services Customization Project.

**Hotfix** is code (sometimes called a patch) that fixes a bug in the Licensed Software. Users of the Licensed Software may be notified by email or obtain information about current hotfixes at SYSTRAN's website and download the hotfixes they wish to apply. Hotfixes are sometimes packaged as a set of fixes called a Combined Hotfix or a Service Pack. Typically, Hotfixes are made to address a specific customer situation and may not be distributed outside the customer organization. All customer-specific linguistic Hotfixes fall under the scope of a separate Professional Services Customization Project.



**Licensed Software** means the SYSTRAN software that you have licensed provided that such software is also identified as eligible for coverage under this Policy.

**Passive Support** is a more limited level of Support Services than you would receive under Active Support. Passive Support is when our technical support engineer provides you with known Fixes/Patches/Workarounds, or information from our technical knowledge base in response to your request for assistance. Passive Support does not include Patches, Hotfixes, or development of any new modifications to your Licensed Software. Nor will we attempt to reproduce the Problem or escalate issues through management channels or to our engineering resources. Such Passive Support will be subject to the availability of resources, and we may need to limit the time we are able to spend on the Problem.

**Problem** means a technical question or issue you may have about your Licensed Software, including when you believe that it does not substantially conform to its Documentation, discovery of a potential nonconformity, or when you have a question relating to the support of the Licensed Software (such as regarding installation or configuration). We do not consider general questions about any of our products (including your Licensed Software) to be “Problems” under this Policy. Nor do we consider questions relating to product familiarization training, product integration, project implementation, or other consulting or linguistic services activities to be “Problems.”

**Professional Services Customization Projects** cover linguistic related work provided to you under separate agreement such as Customized Dictionaries; linguistic Fixes, Bug Fixes, Hotfixes, Problems, and Workarounds; translation quality regression testing; and other linguistic enhancements developed specifically for you by SYSTRAN.

**Software Updates** means a release that provides cumulative Bug Fixes for a particular version of Licensed Software, and typically does not contain new features or functionality. A Software Update may be available either as a download from the SYSTRAN Technical Support website or by FTP or as a CD. It is generally installed as an overlay - also known as a patch. Unless otherwise defined under a specific communication, Software Updates are designated by numbers to the right of the decimal point such as 1.1, 1.2, 1.3, etc. Software Updates will be issued every three (3) to six (6) months.

**Software Version Upgrades** shall mean as a new generation or subsequent release of the Licensed Software that incorporates the last Software Updates and may include additional enhancements to the Licensed Software. A Software Version Upgrade to the Licensed Software typically requires a new installation and may include architectural changes, major feature changes, new features, new platform support, and new operating system support, but will not include any option or future product which we license separately. In general, a Software Version Upgrade will be issued every eighteen (18) to thirty (30) months. In the event SYSTRAN developed Customized Dictionaries or other linguistic enhancements especially for you under the scope of a Professional Services Customization Project, a recommended conversion path to the subsequent Software Version Upgrade of your Licensed Software will be proposed under separate agreement.



**Workaround** means a temporary resolution of a Problem and may include specific modifications to the Licensed Software to address critical problems (sometimes called, hotfixes). In some cases, the temporary resolution will be considered final. All customer-specific linguistic Workarounds fall under the scope of a separate Professional Services Customization Project.

**Ticket** means when you have contacted us via phone or online submission to report a Problem, and we have logged your request for assistance and assigned it a ticket identification number within our support ticket tracking system.

This information is subject to change without notice.  
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