

FairCom License Update Program (LUP)

Policies Regarding Maintenance Releases & Supported Versions

Customers enrolled in FairCom's annual License Update Program are eligible to receive the latest edition of the software. As with all software, issues may periodically arise where the software fails to operate as anticipated or designed. In these cases, FairCom will seek to resolve the issues in a timely and professional manner consistent with the following policies.

Supported Versions

FairCom will make its best efforts to resolve issues found in the following versions of its products:

- The currently shipping major version (e.g., if version V11.5 is shipping at the time, the major version is V11, so versions V11.0, V11.1, V11.1.1, etc., up to and including version V11.5 would be supported)
- The major version immediately prior to the currently shipping major version (e.g., if V11.5 is shipping, the previous major version is V10, so the supported versions would include V10.1, V10.5, etc.)

Versions that are older than one major version prior to the currently shipping major version have reached their end-of-life. Using the above examples, V9.x and prior would have reached end-of-life. FairCom will not issue any fixes or patches to software versions that have reached end-of-life.

Replication Technology

The License Update Program (LUP) for Replication ensures that your replication technology stays up to date with your server technology. FairCom makes no warranties or guarantees that its replication technology

will be compatible with another version of its servers. As an example, servers and replication technologies all on V10 and currently under an LUP would all be eligible to upgrade to the latest release, with no compatibility issues. However, if only the servers are current under an LUP, then only servers would be eligible for the version upgrade and there would be no guarantee from FairCom that once upgraded to say V12, they would continue to work with V10 replication technology. The best practice for ensuring your system stays supported, is to keep all its critical parts under a valid License Upgrade Program.

Reporting Issues

Customers may report issues with the software by providing FairCom detailed information about the problems encountered. The customer must be able to provide information, in reasonable detail, concerning the behavior observed, the precise version number in use, any error messages received, the operating environment, and whether the behavior can be replicated.

Resolving Issues

FairCom will use reasonable efforts to resolve issues where the software fails to perform in a manner consistent with the documentation.

When an issue is reported with the software, FairCom will attempt to reproduce the problem in an applicable operating environment to verify the problem is, in fact, in the FairCom software. If it proves to be an issue with the FairCom software, FairCom will issue a correction for its software or provide a workaround for the problem. A correction may be supplied either by creating a fixed version of the software (which may be given a new release number) or providing a "patch" to be applied to the existing version.

At its sole discretion, FairCom may elect to provide an upgrade to a more recent minor version of the FairCom software as an alternative to fixing issues found in an earlier release. For example, if an issue is found in release V11.0 that was fixed in a later version (e.g., V11.2), FairCom may update the customer to the later version (V11.2 in this example).

In rare exceptions, FairCom may elect to upgrade a customer to a more recent major version of its software as an alternative to fixing an issue in an earlier release (e.g., FairCom may upgrade a customer from release V10.5 to V11.0 to address an issue in V10.5). In this case, FairCom, at its sole discretion, may negotiate a special pricing agreement or allow the customer to use the newer release within the terms of their existing contract (V10, in this example).

Any distribution of a patched version is subject to applicable distribution agreements between FairCom and the customer. FairCom shall be solely responsible for determining if the original FairCom software, or any updates/patches thereto, complies with the documentation in its sole and absolute discretion.

Contacting FairCom for Support

FairCom takes pride in the high quality of service offered by our technical support department. Rather than using inexperienced technicians or third-party support services, our support department is staffed by professional c-tree programmers who understand the needs of developers. We will work with you during all phases of your product development cycle to ensure that your needs are met.

Conditions

Excluded from the software maintenance policies described here are: (1) problems arising from misuse or modification of the FairCom software by someone other than FairCom; (2) failure or interruption of any electrical power, or any accident or other cause external to the FairCom software or outside FairCom control; (3) third-party software products not supplied by FairCom and/or workstation configurations, operating systems, or computer hardware; (4) errors caused by customer's negligence including failure to implement adequate security and disaster recovery procedures; (5) FairCom software installed in an operating environment not supported by FairCom at the time the version being used was released; (6) FairCom software illegally installed; and (7) customers not enrolled in a License User Program for the software.

Note that any signed agreements in effect between FairCom and the customer supersede the policies described in this document.

FairCom reserves the right to change this policy at its sole discretion.

FairCom Corporation

Corporate Headquarters
573.445.6833
support@faircom.com

FairCom Europe

Servicing all of Europe
+39.035.721.321
support@europe.faircom.com

FairCom Brazil

Servicing South America
+55.11.3872.9802
brasil@faircom.com

Regions outside Europe and South America are serviced by the Corporate Headquarters

© Copyright 2018, FairCom Corporation. All rights reserved. c-treeACE, c-treeRTG, c-treeEDGE, c-treeAMS, c-tree Plus, c-tree, r-tree, FairCom, and FairCom's circular disc logo are trademarks of FairCom Corporation, registered in the United States and other countries. All other trademarks are the property of their holders.



FairCom[®]

www.faircom.com