Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order   OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) Audit. During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.

(e) Termination. Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

OUTSYSTEMS MASTER SUBSCRIPTION AGREEMENT

This OutSystems Master Subscription Agreement (this "Agreement") is entered into as of the Effective Date by and between "**OutSystems**" and "**Customer**" (each is a "Party", together they are the "Parties"), as identified in the signatures section below.

1 DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, or is controlled by, or is under common control with the subject entity. For the purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Application**" means the computer application developed through the use of the Software or any third party Software tools integrated and managed by the Software.

"**Confidential Information**" refers to non-public information that either Party may obtain from the other or have access to by virtue of this Agreement, including, but not limited to, each Party's data and each Party's proprietary Software and computer operations, all code, inventions, algorithms, business concepts, workflow, marketing, financial, business and technical information, authentication credentials associated with the use of the Software and the Services, personal data and all information clearly identified as confidential.

"**Content**" means software (including machine images), applications, online services, features, technology, data, text, audio, video, images or other content.

"**Deliverables**" means means all goods, records, reports, documents, papers, other materials and deliverables (whether in documentary, electronic or other form) produced or to be produced by, or on behalf of, OutSystems for Customer as part of the Professional Services pursuant the execution of an Order.

"**Effective Date**" means the date on which the Government Contracting Officer signs the Order.

"**Customer**" means the Party executing this Agreement as End-Customer, its Affiliates and any employees, consultants, and subcontractors of End-Customer and/or its Affiliates.

"**Fees**" means the amount to be paid for Subscription and/or the Professional Services as detailed in the applicable Order.

"**Intellectual Property**" means any patents, patent rights, design rights, copyrights, database rights trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.

"**Named User**" means an individual authorized by End-Customer to use the Software or any Application through the assignment of a single user identifier (ID), such as End-Customer's employees or permanent contractors ("Private Named Users") and/or all other Named Users ("Public Named Users").

"**New Software Version**" means a major Software release whose primary purpose is to add new functionality or to enhance the performance of the Software, which is identified by an increment in the first 2 numbers of the Software version. Notwithstanding the foregoing, a New Software Version will not include new software or modules (whether or not branded as OutSystems software) that OutSystems markets and prices separately.

"**Order**" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between End-Customer and OutSystems from time to time. Orders shall be deemed incorporated herein by reference.

"**PaaS**" means the combined service of providing access to the Software in one or more Software Environments managed by OutSystems ordered by End-Customer as part of a Subscription, on which the Software will be hosted.

"**Personal data**" shall mean any information of any type, irrespective of the type of medium involved, including sound and image, relating to an identified or identifiable natural person.

"**Professional Services**" means the non-exclusive information technology related consulting, training, development, implementation or customization services and/or advice to be provided by OutSystems to the Customer on a time and materials or fixed price basis as detailed and as specified on the applicable Order. Professional Services do not include the provision of the Support and Updates services included in a Subscription.

"**Software**" means the OutSystems software, including its updates, upgrades, documentation, a description of which is set out at http://www.outsystems.com/learn/).

"**Software Environment**" means an installation of the Software that can encompass several interconnected servers, which can be used for any function related with the business operations of the End-Customer or its Users ("**Production Environment**"), or solely for development or testing ("**Non-Production Environment**").

"**Subscription**" means the joint provision of Software licenses and Support and Updates services as detailed in the applicable Order.

"**Subscription Term**" refers to the period of time for which End-Customer has acquired the Subscription from OutSystems, as defined in the applicable Order.

"**Support and Updates**" means any Software support and updates services provided by OutSystems as detailed in the attached document (extracted from www.outsystems.com/goto/outsystems-support-terms on 16 March 2017).

2 SUBSCRIPTION

2.1 Subscriptions. Pursuant to the execution of an Order and subject to the terms and conditions of this Agreement and to Customer's payment obligations, OutSystems will provide the Subscription to Customer. Customer may order multiple Subscriptions by executing additional Orders.

2.2 Subscription Term. Subscriptions ordered by Customer commence on the start date defined in the applicable Order and shall continue in effect for the Subscription Term specified therein. Except as otherwise specified in the applicable Order, all Subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term.

2.3 Upgrades. If a New Software Version is released during Subscription Term, and Customer has paid the subscription fees, the New Software Version will be made available by OutSystems to the Customer.

3 LICENSE

3.1 License. Subject to the terms of this Agreement, during the Subscription Term, OutSystems hereby grants Customer a limited, non-exclusive, non-transferable license, without rights to sublicense, to use the Software during the Subscription Term, subject to the specifications and limitations set forth in the applicable Order. If Customer has ordered a copy of the Software for download and installation on-premise as part of a Subscription, OutSystems also grants Customer a) the right to install the Software in its own servers, during the Subscription Term, and b) the right to make one (1) copy of the Software solely for back-up purposes. OutSystems further grants Customer the right to make copies of the Documentation solely for Customer's internal business purposes. OutSystems retains all rights not expressly granted to Customer in this Agreement.

3.2 Usage Limits. The Software licensed under a Subscription is subject to usage limits, including the quantities specified in the respective Order: **(a)** the Software and Applications may not be accessed by more than that number of Named Users specified in the Order, considering that: **(i)** individuals that are allowed to use the Software or any Application must remain authorized regardless of whether or not the individual is using the Software or any Application at any given time, and regardless of the way the Application identifies them (be it through a username, a token, access to a private URL, or any other method); **(ii)** an authorized individual using any third-party software that executes the Software or any Application must also have an ID assigned; **(iii)** at any given time, the number of Named Users in a Software Environment is the number of authorized users to whom an ID has been assigned; **(iv)** the ID may not be shared, however it may be replaced by a new ID; **(b)** the Software may not be used to produce or use more than the specified number of elements including: screens, entities, web services' or integration connectors' ("**Application Objects**") specified in the Order; or any others such as **(c)** any functional, technical and usage limitations, including but not limited to, the purpose of usage of a Software Environment, number of Software Environments, servers, disk storage, RAM or processing power, number and type of integrations, geography and traffic.

3.3 Restrictions of Use. Unless otherwise authorized under this Agreement, Customer may not (and will not allow any third party to): **(i)** sell, rent, lease, license, sublicense, distribute, pledge, assign or otherwise transfer in whole or in part the Software or the Services or any interest in them to another party; **(ii)** provide, disclose, divulge or make available to, or permit use of the Subscription in whole or in part by any third party without OutSystems' prior written consent; **(iii)** install or use the Software in a manner that circumvents or interferes with the operation of the technological measure that controls the access to the Software **(iv)** modify, translate, adapt or create derivative works based on the Software; **(v)** export or re-export the Software or any derivative work thereof; **(vi)** remove or modify any Software markings or any notice of OutSystems' proprietary rights; **(vii)** use the Software to develop, test, host, or run and operate applications on behalf of third-parties to this Agreement, without OutSystems' prior written consent; **(viii)** use the Software to provide third party training; **(ix)** disclose results of any Subscription benchmark tests to any third party without OutSystems' prior written consent; **(x)** use the Software in any way that is contrary to the terms and conditions of this Agreement; or **(xi)** use the Software for any unlawful purposes. Except to the extent expressly permitted by this Agreement or applicable law, and to the extent that OutSystems is not permitted by that applicable law to exclude or limit the following rights, Customer may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part.

3.4 Manner of use. Subject to the terms of this Agreement, including the specifications and limitations set forth in the applicable Order, Customer agrees not to use or permit use of the Software and PaaS to display, store, process or transmit any Content, that may **(i)** menace or harass any person or cause damage or injury to any person or property, **(ii)** involve the publication of any material that is false, defamatory,

harassing or obscene, **(iii)** violate privacy rights or promote bigotry, racism, hatred or harm, **(iv)** constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; **(v)** constitute an infringement of intellectual property or other proprietary rights, or **(vi)** otherwise violate applicable laws, ordinances or regulations. If OutSystems receives information that Customer is in violation of any of the foregoing restrictions, OutSystems will notify Customer, and Customer will promptly take appropriate action to resolve such violation. If Customer does not take required action in accordance with the above, OutSystems reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. OutSystems shall have no liability to Customer in the event that OutSystems takes such action.

3.5 Customer's Content and Applications. As necessary for OutSystems to provide Customer with the Support and Updates and limited to such purpose only, Customer hereby grants to OutSystems the right and a license to host, copy, transmit and display Customer's Content and Applications in accordance with this Agreement during the Subscription Term, plus any additional post-termination period during which OutSystems provides Customer with access to retrieve an export file of Customer's Content and Applications.

4 PROFESSIONAL SERVICES

4.1 Scope. Upon request and the execution of an Order, OutSystems shall provide Professional Services to Customer.

4.2 Expenses. In addition to any and all fees in the applicable Order, OutSystems shall invoice End-Customer for all reasonable and allowable costs and expenses related to the provision of the Professional Services, including travel, lodging and per diem fees ("**Expenses**") incurred by OutSystems in connection with the performance of the Professional Services. Expenses shall be invoiced by OutSystems as stated in the Order and paid in accordance with the terms of the Agreement, General Services Administration Acquisition Regulation (GSAR) 552.212-4(i) Invoice and (g) Payment, the Prompt Payment Act, and the Federal Travel Regulation/Joint Travel Regulations in effect at the time the travel is performed.

4.3 Changes. Any changes or additions to the Professional Services, including scope, Fees and/or Expenses will only be valid if agreed in writing and executed by both Parties.

4.4 Cooperation. Customer will cooperate reasonably and in good faith with OutSystems in the execution of the Professional Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable OutSystems to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to OutSystems' reasonable inquiries related to the Professional Services; (iv) actively participating in relevant scheduled meetings; (iv) providing information, data and feedback that is complete, accurate and timely in all material respects.

4.5 Acceptance Criteria. Upon completion of each Deliverable or the conclusion of a milestone, OutSystems will: (i) submit a complete copy of the Deliverable to Customer; and (ii) demonstrate and test its functionality in accordance with the applicable Order. If agreed in the applicable Order, the Deliverables may be subject to acceptance tests to be defined and executed by Customer to verify that they satisfy the agreed specifications set forth in the applicable Order as mutually agreed upon by the Parties ("**Acceptance Criteria**"), for such Deliverable.

4.6 Acceptance. Customer agrees to carry out the Acceptance Tests on the Deliverable within the time defined in the applicable Order and to promptly either, (**i**) approve and accept the Deliverable in writing or (**ii**) notify OutSystems, in writing, of any failure of such Deliverable to comply with the Acceptance Criteria. If the Deliverable fails to pass the acceptance tests, on receipt of such Customer's notice, OutSystems shall carry out the necessary corrections, repairs and/or modifications to the Deliverable at no additional charge to Customer and the Parties will repeat the acceptance tests within the time frame mutually agreed between the Parties. Upon delivery of a Deliverable, in the absence of any notice from Customer within the time agreed in the applicable Order, the Deliverable shall be deemed accepted. Notwithstanding the foregoing, acceptance shall be in accordance with GSAR 552.212-4(a) Inspection/Acceptance.

4.7 Ownership. Customer agrees and acknowledges that:

4.7.1 In the course of performing any Services, OutSystems may create software or other works of authorship (collectively "Work Product"). Subject to Customer's rights in the Customer Content and Personal Data, OutSystems shall own all right title and interest in such Work Product, including all Intellectual Property Rights therein and thereto. If any Work Product is delivered to Customer in the form of a Deliverable, except for any products made available under a separate license, OutSystems grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Deliverables. Customer agrees to execute all additional documents proposed by OutSystems to effectuate and confirm OutSystems' sole and exclusive ownership of the Work Product, including, without limitation, all copyrights, at any time, and Customer hereby irrevocably appoints OutSystems as its attorney-in-fact to execute all documents solely necessary to effectuate the provisions of this paragraph.

Subject to Customer's rights in the Customer Content, OutSystems and/or its successors and assigns shall be considered, forever and for all purposes throughout the universe, the author of the Work Product and the sole copyright owner thereof, and the owner of any rights therein, whether or not copyrightable, all proceeds derived therefrom.

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4.7.2 Customer is not obtaining any intellectual property right in or to any training materials ("Training Materials") provided by OutSystems to Customer in connection with the provision to Customer of training Services, other than the rights of use specifically granted in this Agreement. Subject to the terms of this Agreement, Customer will be entitled to use all Training Materials provided by OutSystems to Customer for its internal purposes; provided that Training Materials may not be copied electronically or otherwise, whether or not for archival purposes, modified, translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. All OutSystems trademarks, trade names, logos and notices present on the Training Materials will be preserved.

4.7.3 OutSystems is in the business of providing products and consulting services to third parties which are or may be substantially similar to the Services and/or Deliverables being developed for Customer. OutSystems is free to use all of OutSystems' ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by OutSystems prior to, or acquired, developed, or refined by OutSystems ("Residual Knowledge"). It is not the intent of this Agreement to prevent OutSystems from pursuing its stated business by independently creating such original but similar works for the benefit of third parties provided that OutSystems does not use or disclose Customer's Content or Personal Data. Such retention of Residual Knowledge shall be unaided and unintentional.

5 FEES AND PAYMENT TERMS

5.1 Fees. Customer will pay to OutSystems, without deduction, the fees set forth in the applicable Order. Fees listed in an Order are exclusive of all applicable sales taxes. Customer will pay or reimburse OutSystems for all applicable taxes, duties, or any similar assessments imposed by applicable law incurred on the Order (except for OutSystems' income taxes) and such taxes, duties, or any similar assessments shall be charged at the appropriate rate by OutSystems in addition to its stated fees and shall be shown separately on the relevant invoice.

5.2 Payment. All fees herein are payable to OutSystems, and due within the term and in accordance with the currency defined in the applicable Order. Except as otherwise stated in this Agreement, all Orders are non-cancelable and, upon payment, all payments are non-refundable.

5.3 Overdue Payments. Undisputed overdue payments shall bear interest at the lesser of 1% per month or the maximum rate allowed under applicable law. Customer acknowledges and accepts that the non- payment of any undisputed fees within the term defined in the applicable Order constitutes a material breach of this Agreement and that OutSystems shall have the right to: **(i)** upon 30 (thirty) days prior written notice, suspend Customer's right to access or use any portion or all of the Software and/or the Services until all such due and undisputed amounts and respective interests have been paid; and/or **(ii)** exercise its right to terminate the Agreement under clause 8 ("Term and Termination").

6 INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP AND TITLE

6.1 OutSystems' Intellectual Property. Customer acknowledges and agrees that all Intellectual Property Rights in and to the Software and Services are owned by OutSystems and shall, notwithstanding the terms of this Agreement, remain vested in OutSystems. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Software. All rights not expressly granted by OutSystems herein are reserved.

6.2 End-Customer's Intellectual Property. OutSystems acknowledges and agrees that all Intellectual Property Rights in and to the Customer's developed Application are owned by Customer and shall, notwithstanding the terms of this Agreement, remain vested in Customer. Unless otherwise expressly provided in this Agreement, OutSystems shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in Customer's developed Application.

7 CONFIDENTIALITY

7.1 Use and Disclosure. During this Agreement and for a period of 3 years following its termination, each Party shall hold in confidence and not use for any purposes unrelated to this Agreement or disclose to any third party (except the Party's employees, agents or contractors who have a need to know and who are subject to confidentiality obligations at least as restrictive as those herein) any Confidential Information of the other Party. Each Party agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees, contractors, or agents in violation of the terms of this Agreement.

7.2 Permitted Disclosures. Either Party may disclose Confidential Information of the other Party either: **(i)** in response to a valid order by a court or other governmental or regulatory body, or **(ii)** as otherwise required by law, or **(iii)** as necessary to establish the rights of either Party under this Agreement. Disclosing Party will promptly give notice to the receiving Party of such compelled disclosure and allows receiving Party to object or to seek a protective order, to the extent legally permitted.

7.3 Non-Confidential Information. The Parties shall not be obligated under this Section 7 ("Confidentiality") with respect to Confidential Information that: **(i)** is or becomes a part of the public domain

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through no act or omission of the receiving Party; **(ii)** was in the receiving Party's lawful possession without restriction prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; **(iii)** is lawfully disclosed to the receiving Party by a third party without restriction on the disclosure; or **(iv)** is independently developed by the receiving Party without access to the Confidential Information.

7.4   Destruction or Return. Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by the disclosing Party, the receiving Party will destroy (and so certify it in writing) or return to the disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof.

8   TERM AND TERMINATION

8.1   Term of Agreement. Unless earlier terminated pursuant Sections 10.2 ("Termination for Cause") or 10.3 ("Termination for Insolvency"), this Agreement commences on the Effective Date and continues in force until all Orders executed in accordance with this Agreement have expired or been terminated.

8.2   Termination for Cause. Either Party will have the right to terminate this Agreement immediately upon written notice at any time if the other Party is in material breach of any warranty, term, condition or covenant of this Agreement and fails to cure that breach within 30 days after written notice of that breach.

8.3   Termination for Insolvency. Either Party may terminate the Agreement immediately if the other Party becomes insolvent and the entity licensed and authorised by the applicable law to act in relation to such insolvent Party does not personally guarantee the future payment of any due Fees.

8.4   Effect of Termination. **(i) Access**. Upon termination, the Subscriptions shall be automatically canceled and Customer shall no longer have access to the Software, or to the Application of the terminated Subscriptions. **(ii) Detachment of End-Customer's Applications**. Subject to the payment of any due fees payable under the Agreement, Customer is entitled to the detachment of a copy of a set of its Applications ("**Detachment**") in source code format within 30 days of the Agreements' effective date of termination. Upon conclusion of the Detachment, either Party will proceed with the subsequent de-installation and/or destruction of that Software. **(iii) Fees**. If OutSystems terminates this Agreement pursuant to Sections 8.2 ("Termination for Cause") or 8.3 ("Termination for Insolvency"), OutSystems shall invoice Customer all amounts that have accrued for the terminated items prior to such termination, which were not previously invoiced, as well as all sums remaining unpaid under this Agreement. Customer will pay such invoices in accordance with the terms of this Agreement. In the event Customer terminates this Agreement pursuant to Sections 8.2 ("Termination for Cause") or 8.3 ("Termination for Insolvency") above, OutSystems shall refund Customer any prepaid fees covering the remainder of the Subscription Term of any Subscription in effect, from the effective date of termination (amortized on a straight line basis). Neither Party is liable to the other Party for any damages incurred by the other Party or any third parties as a result of the termination in conformity with this Section 8 ("Term and Termination"). Termination or expiration is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

8.5   Post-Termination Assistance. During the 30 (thirty) days following termination and subject to the payment of all Fees owed under the Agreement, OutSystems will make Customer's Content available for export and download by Customer. In no event will termination relieve Customer of the obligation to pay any Fees due to OutSystems under this Agreement.

9   WARRANTIES

9.1   OutSystems Warranties. OutSystems represents and warrants that **(i)** OutSystems has all necessary rights to grant the licenses provided herein; (ii) upon delivery, the Software shall operate in compliance with the documentation; **(ii)** upon delivery, the Software shall work with the hardware and third party software required, recommended or authorized by OutSystems; **(iii)** the Support and the Professional Services will be performed in a professional and workmanlike manner. In the event of a breach of the foregoing warranties, OutSystems shall, as its sole obligation and Customer's sole remedy, re-perform the applicable Services; provided that this remedy is only available if Customer gives OutSystems written notice of such breach within 30 days of the delivery of the applicable Services.

9.2   DISCLAIMER OF WARRANTIES. OUTSYSTEMS DOES NOT WARRANT THAT THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, PAAS OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND/OR CONTENT. EXCEPT AS SET FORTH IN SECTION 9.1 ("OUTSYSTEMS WARRANTIES"), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUTSYSTEMS PROVIDES THE SOFTWARE, SUPPORT, SERVICES, PAAS, AND DELIVERABLES "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO,

EXPRESS OR IMPLIED OR STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CUSTOMER CONTENT AND APPLICATIONS.

10   LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, , IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, DATA OR DATA USE) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. OUTSYSTEMS WILL NOT BE LIABLE FOR: **(A)** CUSTOMER'S INABILITY TO USE THE SOFTWARE, SUPPORT, SERVICES, PAAS, OR DELIVERABLES, INCLUDING AS A RESULT OF ANY **(I)** TERMINATION OR SUSPENSION OF SUBSCRIPTION OR, **(II)** ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SOFTWARE AND/OR THE SERVICES AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; OR **(B)** THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR **(C)** ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT; OR **(D)** ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT DUE TO END-CUSTOMER'S NEGLIGENCE AND OR MISCONDUCT; OR **(E)** ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE OUT OF ANY THIRD PARTY OR RESELLER SOFTWARE LICENSE AND / OR RELATED SERVICES. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, OUTSYSTEMS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY OUTSYSTEMS' SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO OUTSYSTEMS UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND OUTSYSTEMS. OUTSYSTEMS' FEES FOR THE SUBSCRIPTIONS REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.
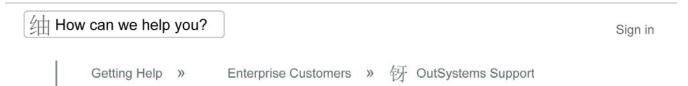
11   GENERAL PROVISIONS

11.1   Entire Agreement. This Agreement, including the terms and conditions of Carahsoft Technology Corporation's GSA Schedule Contract, all addendums (if any) and Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by the GSA Contracting Officer assigned to Carahsoft's Schedule Contract and a duly authorized representative of Carahsoft. In the case of conflicts, discrepancies, errors or omissions among the Agreement/Addendum and the Order, the conflict will be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

11.2   Governing law and jurisdiction. This Agreement shall be governed by and construed in accordance with the federal laws of the United States. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions   Act.

OUTSYSTEMS MASTER SUBSCRIPTION AGREEMENT

11.3 **Export Laws.** End-Customer agrees that the applicable export and import laws govern Customer's use of the Software, including related Documentation. Customer agrees that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

11.4 **Usage Data.** The Parties hereby agree that OutSystems may collect and use data related with the use of the Software by Customer ("**Usage Data**"), solely for statistical purposes and for compliance audits. The confidentiality obligation set forth in clause 7 ("Confidentiality") of this Agreement shall apply hereto. The Customer shall have the right to cancel the collection of Usage Data at all times during the execution of this Agreement by providing written notice to OutSystems.

11.5 **Notices.** Any notice, consent, approval, or other communication intended to have legal effect to be given under this Agreement ("Notices") must be in writing and will be delivered (as elected by the Party giving such notice): (i) personally or (ii) by registered mail. Unless otherwise provided herein, all Notices will be deemed to have been duly given on the date of receipt (or if delivery is refused, the date of such refusal) if delivered personally or by mail. Notices hereunder will be sent to the contact and addresses set forth in the signatures sections of this Agreement and/or in the applicable Order. Either Party may change the address to which Notices shall be sent by giving Notice to the other Party in the manner herein provided. Notices shall be written in English language.

11.6 **Relationship of Parties.** The Parties are independent contractors, and not agents, employees or joint ventures of one another, and do not have any authority to bind the other Party by contract or otherwise to any obligation. Neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

11.7 **Assignment.** This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt by either Party to assign or transfer this Agreement without such consent shall be void. Notwithstanding, either Party may assign or transfer this Agreement to its Affiliate or as a result of a merger or a sale of all or a substantial part of its assets. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions, as well as the existing Orders shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties hereto. Notwithstanding the foregoing, if a party is acquired by, sells a substantial part of its assets, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other party

may terminate this Agreement upon written notice.

11.8 **Severability.** If any provision of this Agreement is unlawful, void or for any reason declared unenforceable by any court of competent jurisdiction, that provision shall be deemed severable from, and shall in no way effect the validity or enforceability of, the remaining provisions.

11.9 **Force Majeure**. No Party shall be liable for, or considered to be in breach of this Agreement on account of, any failure or delay in performance of any of its obligations hereunder (except for the payment of money) if such failure or delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection, intervention of any government or authority or any other reason where the failure to perform is beyond the reasonable control of and not caused by the negligence or intentional acts or omissions of the non-performing Party.

11.10 **No Amendments or Waivers of Rights.** No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

11.11 **Survival.** Clauses and / or sections 3.3 ("Restrictions of Use"), 6 ("Intellectual Property Rights, Ownership and Title"), 7 ("Confidentiality"), 8.4 ("Effect of Termination"), 8.5 ("Post-Termination Assistance"), 9.2 ("Disclaimer of Warranties"), 10 ("Limitation of Liability"), and 11 ("General Provisions") of this Agreement shall survive termination, without prejudice to other obligations that, pursuant to the applicable law or to this Agreement, shall also remain in force after termination date.

绁 How can we help you?

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Getting Help　»　Enterprise Customers　»　钘 OutSystems Support

Support Terms

Last updated: 14:43, 7 Mar 2017

This document applies to customers with a valid and active Subscription of the OutSystems platform.
Looking for Personal Environment support? Check this document.

OutSystems Support Terms of Use

OutSystems Support is a person-to-person, fast-response support channel staffed with experienced support engineers, 24/7, every day of the year. The service helps customers to successfully set up, deploy and use the OutSystems Software. The service also helps customers with issues such as architecture recommendations, assistance with OutSystems web properties, and licensing issues.

This document describes the Support & Software Updates Services included in the OutSystems Platform Subscription, which are key to ensure non-stop operations.

Service Requests

All customers with a valid and active Subscription can contact Support to:

- Submit Service Requests
- Obtain information on existing Service Requests.

Access methods

OutSystems Support is made available through:

- A Support knowledge base, with solutions to the most common questions and issues;
- An online support area, where customer can create and check the status of Service Requests;
- Phone call to OutSystems technical support;
- Email to support@outsystems.com (least recommended).

Technical contacts

Only technical contacts named by your company can submit Service Requests and interact with Support. Technical contacts must be knowledgeable of the OutSystems environment and specifics related to Software installations and Support.

Your company can add unlimited technical contacts to the company account. Your company can delegate the ability to add further contacts to any other technical contact.

To add a technical contact for your company:

1. Have the person register in the OutSystems Community;
2. In your company's OutSystems Support account, provide the email the person used to register. The email can be a company address, a personal address, or another company's address. For example, from a contractor.

We strongly recommend setting your technical contacts immediately after acquiring the OutSystems Software. You want to avoid any delay if you come across a sensitive situation. People that are not technical contacts must ask their questions through you. Having more technical contacts means more people can contact us.

For all purposes mentioned in this section, OutSystems staff are considered technical contacts. However, the staff must be working with the customer under the scope of:

- A Professional Services Addendum;
- A Master Services Agreement;
- A Customer Success Program.

Submitting a Service Request

To submit a Service Request follow the instructions on Contact OutSystems technical support.

Support Severity Levels

OutSystems Support response times are based on the Severity Level that is assigned for each Service Request.

Language

You can communicate with OutSystems Product Support in English or Portuguese.

Solving Service Requests

Once OutSystems responds to your Service Request a Support agent will work with you to identify and resolve your Problem. The resolution provided by OutSystems may include one or more of the following:

- A Fix of the OutSystems Software;
- A mutually agreed upon Workaround;
- Another remedy, such as a reconfiguration of the Software.

We consider Service Requests resolved if:

- Your Problem is fixed;
- Your Problem is identified and 5 business days have passed since a resolution has been provided;
- The source of the Problem lies with third party software or hardware components. In this case, OutSystems will continue to help as you work with the third party on resolution;
- You do not respond to a query or request from us for more than 5 business days;
- You choose not to pursue troubleshooting of a Problem;
- It is not possible to obtain the elements needed for troubleshooting using reasonable effort.

For recurring Problems you may open a new Service Request that refers to the previous one.

As a rule, OutSystems provides Support and Updates from its offices. Exceptionally, Support can also be provided at End-Customer's offices, or any other location End-Customer designates, if:

- End-Customer previously so requests, and OutSystems accept it; and
- End-Customer and OutSystems negotiate and document the terms, conditions, and fees for the support and updates.

In the PaaS offer, Support agents may access directly the End-Customer's systems to provide Support and Updates. Direct access will happen at OutSystems' discretion and when the Support agent deems necessary.

Escalating Service Requests

We recommend that you request escalation when you feel that:

- Your Service request has become more severe or should have a higher severity level;
- We are not resolving your Service Request appropriately.

Before you request escalation, make sure that you have opened a Service Request. The information in the service request must enable us to understand:

- The severity of the issue for your business.

- Why OutSystems must work on the issue with higher urgency.

Follow Escalate a support ticket to contact the management of OutSystems Support Service.

Licensing and commercial inquiries

Support Services staff are not suited to assist with licensing questions or commercial inquiries.

For questions about OutSystems Platform licensing:

- Explore the Licensing area of the Support knowledge base.

For licensing questions specific to your OutSystems Platform subscription, including expiration dates, questions on licensed features and how to upgrade:

- Contact your sales representative or account manager;
- Contact our Licensing team by emailing licensing@outsystems.com. Don't forget to indicate your Customer Account Name and Activation Code.

For questions on pricing or on acquiring OutSystems Platform:

- Use the contact form at www.outsystems.com/#/contact-us-global/;
- Contact one of our offices from www.outsystems.com/company/contact-us/.

Software Updates

Software Updates are available to customers with a valid and active Subscription. OutSystems provides two types of Software Updates:

- Patches are maintenance updates that include defect fixes and, occasionally, minor new features; and
- Major versions are evolutionary updates that introduce significant improvements and changes. Major versions may have changes that brake existing applications.

PaaS customers must contact Product Support to schedule the update of their environments. OutSystems takes care of installing new updates and versions in all environments. Customers only have to update their applications.

On-premises and hybrid customers are responsible for updating their applications and on-premises environments. You can find new Software Updates in the Downloads area of the OutSystems website. You may also request an Application Upgrade service from us or from one of our partners.

> Software Updates may impact your running applications.

You should plan your update carefully to have a minimal business impact. When a Software Update impacts existing applications, OutSystems will provide a technical note with update strategies. See Upgrade OutSystems Platform for details.

Availability (PaaS only)

For customers with a valid subscription of OutSystems platform, OutSystems shall use commercially reasonable efforts to ensure an uptime of 99.9% with regard to PaaS during any given month of the Subscription Term, excluding the periods:

> (i) in which any of the Parties are performing scheduled maintenance;
> (ii) that result from a termination as described in of the Agreement;
> (iii) that result from suspension due to overdue payments;
> (iv) caused by factors outside of OutSystems' reasonable control, including any *force majeure* event or Internet access or related problems;
> (v) that result from any actions or inactions of customer or any third party on behalf of customer;
> (vi) that result from customer's equipment, software or other technology and/or third party equipment, software or other technology, contracted by customer;
> (vii) caused by customer's use of the Software in a manner inconsistent with the documentation or OutSystems' guidance;
> (viii) caused by customer's use of the Software after OutSystems advised customer to modify its use of the Software;
> (ix) attributable to acts by persons gaining unauthorized access to or use of the Software due to customer's failure to maintain and control security and access to the Software;
> (x) attributable to the acts or omissions of customer or its employees, agents, contractors, or vendors, or anyone gaining access to the Software and/or the Support and Updates services by means of customer's credentials or equipment;
> (xi) that result from the deployment or execution of Applications in the PaaS which, due to excessively complex or erroneous programming of said Applications, will not consistently answer user requests successfully, with a predictable term, without errors or any sort, and without behaviors susceptible of consuming excessive resources from the underlying hardware or software, or causing contention in access to said resources.

Scheduled Maintenance (PaaS only)

From time to time, OutSystems reserves the right to perform maintenance interventions. These interventions update the PaaS Software to ensure you benefit from new capabilities and defect fixes.

In the event of Scheduled Maintenance:

- OutSystems will use commercially reasonable efforts to notify End-Customers with at least 2 business days in advance.
- OutSystems will notify all technical contacts associated with the company via email. These emails are sent from support@outsystems.com..
- Whenever possible, you are allowed to reschedule the maintenance task.

Scope of OutSystems Support

Our Support Service Levels cover development and production issues of the OutSystems Software, including:

a. Answering how-to questions regarding obtaining, installing and configuring the development environment and the server environment;
b. Suggesting best-practices for fitting the OutSystems Software in your IT landscape;
c. Answering questions regarding the product engine and its architecture;
d. Troubleshooting issues with the development environment tools (Service Studio / Integration Studio);
e. Troubleshooting unexpected behaviors of the widgets, built-in primitives and supported components provided by OutSystems with the Software;
f. Troubleshooting OutSystems built-in primitives while integrating with third-party systems using the OutSystems Software;
g. Troubleshooting performance issues that can be linked directly to either:
    a) a specific misbehavior of OutSystems Platform or
    b) incorrect behavior of a simple application development pattern using OutSystems primitives;
h. Best-effort support in a number of third-party applications which are dependencies of the OutSystems Software, namely operating systems (Windows and Linux), web servers (IIS, Jboss and Weblogic) and databases (SQL Server and Oracle);
i. Best-effort support in a number of underlying technology stacks which are dependencies of the OutSystems Software, including networking, storage, and hardware management;
j. On the PaaS offer, Performing system administration tasks.

OutSystems Support does not include:

k. Developing code for you;
l. Debugging your applications;

m. Analyzing and troubleshooting the performance of your applications or your infrastructure, excluding those falling under item g) in the previous section;

n. Troubleshooting unexpected behaviors in community-developed components obtained from the OutSystems Forge, except if the component is marked as Supported by OutSystems;

o. Performing system administration tasks (except for systems hosted in our PaaS offer).

Additionally, OutSystems shall have no obligation to support:

p. Software installed on any hardware and/or interfaces that are not supported by OutSystems;

q. Problems caused by End-Customer's negligence, abuse or misapplication or use of the Software other than as specified in the Documentation, in the Licensing Information or other causes beyond the control of OutSystems.

Discontinuation of Older Software Versions

We provide regular Support and Updates for each Software Version:

- For a minimum of 2 years;
- As long as a valid Subscription exists; and
- Until OutSystems discontinues such Software Version.

When a particular Software Version is discontinued, OutSystems is no longer able to release Updates to such version.

Customers with a valid Subscription are still entitled to submit Support requests for a discontinued Software Version, but:

- We will respond according to the usual support level and severity level;
- Our Problem resolutions will only include advice or workarounds;
- Our Problem resolutions will not include a Fix to any currently discontinued version;
- If a fix is required for proper resolution, OutSystems can only provide such Update for currently supported Versions.

> Fixes require Customers to update discontinued Software Versions to the latest supported Software Version.

In the PaaS offer, if the underlying IaaS provider breaks compatibility with OutSystems Platform, Customers will have to update discontinued Software Versions. The problem will already be fixed in the latest supported version.

Additional Online Resources

The OutSystems website provides a complete set of documentation, tools and other additional technical resources that help customers in everyday activity and support, from self-training and solution design to systems support. Important events generate notification alerts to subscribers.

Product Resources

Every product update & patch is available from the Downloads area of the OutSystems website.

Find out more at www.outsystems.com/goto/outsystems-platform-download.

Training Resources

Training resources and product documentation are available in the Learn area of the OutSystems website. Here you'll find useful content for both newcomers starting with OutSystems Platform and reference help for expert users.

Find out more at www.outsystems.com/learn.

Forums

Private and public forums are available at OutSystems Community Forums. Here, developers and OutSystems engineers share their experiences and knowledge, freely and effectively.

Find out more at www.outsystems.com/forums.

OutSystems Business Days

Monday through Friday except January 1st and December 25th.

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Support Levels and Resources | Use Cases

Was this article helpful?

Yes   No

Recommended articles

Customer onboarding and permissions

This article provides an overview of the customer onboarding process (launched in December 2015), how this process sets up different permissions and h...

How to Open a Support Case

This article clarifies the steps involved in opening a support case with OutSystems Support.

End of Mainstream Support for OutSystems Platform 8 and 9.0 (including 9 Amsterdam)

February 2017 - Changes on OutSystems Support tooling and processes

Article type: Topic   **Owner:** Product Management   **Stage:** Draft   **Tags:** This page has no tags.

Company

Support

Corporate Site

Technical Support

Contacts

Community Forums