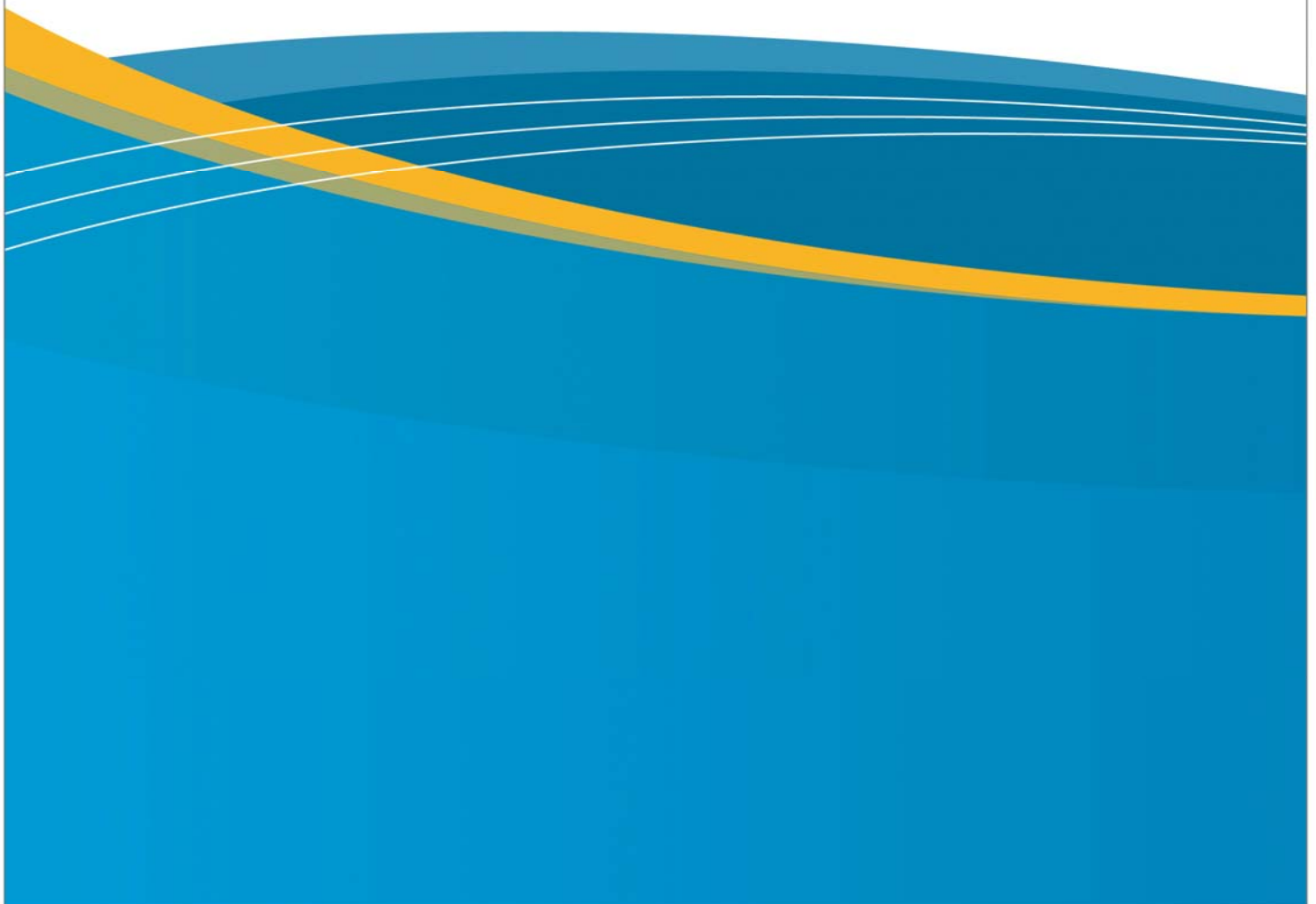




■ **Software Maintenance Program Handbook
Handbook for Open Text Products**

May 2009



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1. Introduction

The following defined terms shall have the following meaning:

“OTC” - Open Text Corporation and its subsidiaries/affiliates which is offering the Maintenance and Support services as described in this Software Maintenance Program Handbook.

This Software Maintenance Program Handbook (the “Handbook”) describes OTC’s Software Maintenance Program, which is offered for standard unmodified OTC software, which you have licensed from OTC and for which you have purchased Software Maintenance Program services as described in this Handbook. The Software Maintenance Program consists of: a) **Support Services**, and b) **Software Updates**.

For those subscribers to the Software Maintenance Program with additional needs, Open Text Corporation (“OTC”) also offers optional software maintenance coverage. This optional coverage includes Enhanced Software Maintenance and Software Maintenance for Utilities and Applications developed by OTC’s Professional Services Group.

Note: References to “you” or “your” mean the entity which has licensed the Covered Software from OTC and is purchasing Software Maintenance Program services; “we” or “our” refers to OTC.

2. Support Services

Support Services consists of an initiation of a Support Request (“SR”), OTC’s response to the Support Request, and a resolution of the Support Request, all of which are described in more detail below.

2.1 General

2.1.1 Hours and OTC Support Services Location Information

Support Services are available Monday through Friday, except for OTC published holidays, during the hours and from the locations indicated in Exhibit 1. Support Services will be delivered from a Support Location that is local to the installed software.

2.1.2 Point(s) of Contact

Support Services are provided to one or more of your designated employees who will be referred to as a “Point Of Contact” (“POC”). Your POCs will then provide direct support to your end users on the Covered Software.

The POCs must have knowledge of and the administrator permissions on the Covered Software sufficient to provide OTC Support with the information and undertake actions required to achieve a resolution of the Support Request as described below. For reference, POCs are generally the Administrators and other members of your technical staff.

You may designate up to three POCs unless you have licensed over 5,000 end users, in which case we will enter into negotiations with you to determine an appropriate number of POCs. The POCs may only contact OTC Support in the region in which the POC is located.

2.1.3 Supported Versions

OTC uses industry-standard version number protocols to identify the version of the Covered Software. For example, either by combining a major version number, a minor version number, a point version number and a Service Pack version number (or Build Number); or by combining a major version number, a minor point version number, a minor alphabetical version number and Service Pack version number (collectively referred to as the “Version”). Service Packs are technically equivalent to a new point version except, with a Service Pack, it is intended that the installation process (if carried out as directed by OTC) will retain substantially all of the configuration information from the current point release. For the purposes of this Handbook, a Version will be considered an instance of the Covered Software, which is released by OTC with its own unique Version Number.

You are encouraged to run the most recent Version of the Covered Software. OTC will support each Major/Minor Version (i.e., 9.x) of the Covered Software for a period of eighteen (18) months after OTC makes the subsequent Major/Minor Version available to subscribers of the Software Maintenance Program and its Licensee's.

Please note that:

- OTC normally performs product testing only on the most recent Version of the Covered Software. OTC reserves the right to refuse requests for such testing on previous Versions of the Covered Software.
- An additional optional service is available to subscribers who wish to continue Support Services for Versions of the Covered Software beyond the 18 month period described above.
- Other benefits, such as access to the Open Text Online customer portal, will continue to be available to you regardless of the Version of the Covered Software you are running.

2.1.4 SDK Support

Standard Software Development Kit (SDK) Support will provide assistance with Service Requests relating to: (a) the installation and (b) the configuration of an OTC developer application and related software required to establish a suitable development or programming environment that is consistent with those environments or applications which have been supported; and (c) the analysis of error messages related to the OTC developer application.

2.1.5 Language

Communication relating to an SR will be made in the relevant national language of the support centre responsible for processing, or in the English language. If an SR is transferred to another support centre, only information available in the English language can be taken into consideration.

2.2 Initiation of a Support Request

Support Services are provided under the Software Maintenance Program to address incidents reported by subscribers associated with Performance or Usage Issues. Performance and Usage Issues are situations where the Covered Software is not performing substantially in accordance with the accompanying user documentation. Generally speaking, Performance and Usage Issues may be caused by: 1) software error or defect (related to the design, coding or architecture of the Covered Software), 2) usage or configuration error (related to usage of the Covered Software or the installation, configuration or setup of the Covered Software), or 3) environmental error (related to the subscribers network, hardware and operating systems). Some Performance and Usage Issues will be caused by the Covered Software itself, some

will be caused by the subscriber, some may be outside the cause or control of either OTC or the subscriber, and some may be related to a combination of causes. Depending on the cause of the Performance or Usage Issue, OTC may or may not be able to provide a successful resolution as described in section 2.4 below. Requests for Support Services to address such Performance Issues (otherwise referred to as a “Support Request” or “SR”) may be initiated by a POC by telephone, email, or via the Customer Portal *. The OTC Support Team (“OTC Support”) will create a “Trouble Ticket” for all SR’s and a Trouble Ticket number will be communicated to you verbally, by email, or by fax.

Your obligations are to:

- Provide OTC Support with the information it reasonably needs to make a Problem Classification (see Exhibit 3).
- Wherever possible, use the Ticket Number for each communication with OTC Support.

* Please note: Initiation of a Critical SR must be made via telephone.

2.3 OTC Response to a Support Request

2.3.1 Support Request Dispatch

Support Requests will be dispatched as follows:

- (a) If the SR involves a standard OTC product or involves a product developed by an Open Text Official Partner for which OTC provides Support Services, the Trouble Ticket will be forwarded to OTC Support for classification and resolution (described below).
- (b) If the SR involves a product that is developed by a third party, the SR will be referred to that third party. At OTC’s option, OTC Support may contact the third party on your behalf or require that you contact the third party directly.
- (c) If the source of the SR is unclear, the Trouble Ticket will be forwarded to OTC Support for further investigation and, once the source of the SR is determined, it will be dispatched as described above in sections 2.3.1. (a) and (b).
- (d) If the source of the SR is your hardware, operating system, database, web server, browser software or other non -OTC application, OTC may, where possible, attempt to provide a Workaround (described below) and/or may, where possible, report the problem to the appropriate vendor for resolution.

2.3.2 Support Request Classification

Each SR will be classified by OTC Support as follows:

- (a) **Critical** - An SR will be classified as Critical if the Performance Issue reported causes the Covered Software to be functionally inoperable and prevents the Covered Software from being used in Production Mode. Production Mode means use of the Covered Software, as contemplated by its accompanying documentation, by your users for your internal business purposes and not for testing purposes.
- (b) **Serious** - An SR will be classified as Serious if the Performance Issue reported significantly degrades the performance of the Covered Software or materially restricts your use of the Covered Software in a Production Mode. The Serious Classification does not include questions on end use and configuration of the Covered Software.
- (c) **Normal** - An SR will be classified as Normal if the Performance Issue reported is a question regarding end use, configuration of the Covered Software or a minor defect in the Covered Software which does not materially restrict your use of the Covered Software in a Production Mode.

As a rule, an SR for a non-production system is classified at one level below that of an identical SR for a production system.

OTC will consider in good faith your request to re-classify an SR prior to its resolution.

2.3.3 Response Times

The Response Time for an SR is determined by its classification. Response Times are measured from the time the SR is received by OTC until the time when a technically qualified member of OTC Support responds to you for the purpose of commencing the work necessary to attempt to achieve a resolution of the SR, within the Hours of Operation of the local OTC Support Office. Response Times are targets and cannot be guaranteed in all circumstances by OTC.

The Response Times are:

- For an SR classified as Critical - 1 hour
- For an SR classified as Serious - 2 hours
- For an SR classified as Normal - 4 hours

2.3.4 Management Escalation Process

Unresolved SR's will be escalated to OTC management under the following approximate guidelines (as measured from the time of receipt of the SR by OTC Support):

1. Unresolved SR's classified as Critical or Serious will be escalated to OTC's Manager, Customer Support within four hours; to the Director of Customer Support after one day, to the Vice-President, Global Support after three days; to the EVP, Products, Solutions & Marketing and the EVP, Global Sales & Services within five days, and, in certain cases and at your request, to the President after ten days.
2. Unresolved SR's classified as Normal will be escalated to OTC's Manager, Customer Support within seven days; to the Director of Customer Support after twenty one days, to the Vice-President, Global Support after thirty days; to the EVP, Products, Solutions & Marketing and the EVP, Global Sales & Services within sixty days; and, in certain cases and at your request, to the President after ninety days.

2.4 Resolution of Support Request

OTC Support shall attempt to address each SR, regardless of classification, through the offering of technical advice, by locating an existing Workaround or by creating a new Workaround using the process described below in this Section 2.4. A Workaround means an alternative method of using the Covered Software which does not substantially reduce the affected functionality of the Covered Software which could include the use of a substitute software product.

2.4.1 Resolution of Critical SR's

For SR's classified by OTC as Critical which have been caused by defects in the Covered Software, if the technical advice provided by OTC Support has not resolved the SR, if no Workaround can be found or created to resolve the SR, OTC Support will use commercially reasonable efforts to develop a Product Patch to address the SR and provide it to you. A Product Patch is a software object created to address an SR.

However, if the Product Patch is to be distributed to all standard Software Maintenance Program subscribers, it will in general first be given to the OTC System Testing Department which will perform a regression test suite on some or all supported platforms with the Product Patch installed. In this case, distribution of this Product Patch will be carried out through the next scheduled Product Patch release or Service Pack Version release.

2.4.2 Resolution of Serious SR's

For SR's classified by OTC as Serious, OTC may decide to develop a Product Patch. If a Product Patch is created, it will be distributed through the next scheduled Product Patch release or Service Pack Version release.

2.4.3 Resolution of Normal SR's

Product Patches for SR's classified as Normal are generally included in the next Version release from OTC.

2.4.4 Onsite Assistance

Onsite support is available on a time and materials basis for most OTC products and solutions. This service is delivered by Customer Support or Technical Services and may include, but is not limited to, workarounds or assistance with configuration changes as part of the resolution of an open SR.

2.4.5 Conditions of a Support Request Resolution

OTC will have no obligation to provide a resolution for your SR as described above unless:

- You have installed and implemented all of the most recently available relevant Software Updates, including the Product Patches, Service Packs, or any other Software Updates or you do so at the request of OTC Support. OTC Support will make that request if it reasonably believes that the installation and implementation is necessary to achieve resolution of your SR; AND
- You are using the Covered Software on hardware and with third party software approved by OTC or as specified in product release notes; AND
- The SR has, as determined by OTC, not been caused by (a) you, including, but not limited to your use of a Development Kit; (b) a third party; (c) work performed by OTC Consulting Services; or (d) the operating environment in which the Covered Software is implemented, including, among other things, the operating system, database, other applications or programs, communication networks, or hardware; AND
- Your POC is available to actively participate with OTC on diagnosis, testing, and Resolution. OTC reserves the right to suspend its obligations under this Handbook during any time(s) in which a competent POC is unavailable for such participation; AND
- Your POC has received OTC required training within 4 months of installation (fees for such training are not covered by the Software Maintenance Program); AND
- You have provided OTC with all of the information necessary to allow OTC to reproduce the SR; AND

- If required, you provide remote access to OTC for the system for which the SR has being requested. Such remote access will only be used within the context of troubleshooting.

3. Software Updates

Software Updates will be made available to you as part of the Software Maintenance Program at no additional charge if and when such Software Updates are generally released to all standard Software Maintenance Program subscribers. To receive such updates the Software Maintenance Program must be subscribed to at time of release and request. Subscribers are notified about new Software Versions in regular information bulletins and via the Customer Portal. Software Updates include new Versions of the Covered Software and Product Patches.

4. Limitations

The following limitations apply to the Software Maintenance Program:

- The Software Maintenance Program as described in this Handbook only applies to the Covered Software and does not apply to any modifications, deliverables, or services provided by OTC's Consulting Services staff or by third parties.
- OTC reserves the right to modify any portion of this Handbook at its sole discretion and without prior notice; however you will be notified of any such modifications in a timely manner by way of email, written notice or a posting on the Customer Portal.
- Other than the express warranties and representations described in this Handbook, OTC disclaims all statutory or implied warranties.
- Unless otherwise agreed to in writing in an End User License Agreement, Maintenance Agreement or any other document, OTC's total liability which relates in any way to the provision of Software Maintenance Program services shall be limited to an amount equal to the fees paid by you to OTC with respect to the provision of said services during the year preceding the date when said liability arose.
- OTC's obligation to address SR's and/or Performance Issues shall be strictly limited to those obligations described in this Handbook.
- All Software Updates, new Versions of Covered Software, Product Patches and Service Packs are provided on an "as is" basis, and OTC disclaims any and all expressed, implied and/or statutory warranties with respect to said Software Updates, new Versions of Covered Software, Product Patches and Service Packs.

5. Term and Renewal

5.1 Initial Term And Renewal

Unless otherwise agreed to in writing, the initial term for Software Maintenance Program is twelve months beginning on the date the Covered Software is initially shipped from OTC to you. Unless either party provides 90 days written notice prior to the expiration of the current term, the Software Maintenance Program will automatically renew for a subsequent 12 month term, commencing on the day following the expiration of the current term (the “Anniversary Date”). On or before the commencement of a term, you will be obligated to pay the applicable entire yearly Software Maintenance Program fee with respect to the Covered Software which you have licensed from OTC, failing which OTC may suspend some or all of the Software Maintenance Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable Software Maintenance Program fee. OTC may increase the annual fee for subsequent terms of Software Maintenance by no more than 10% of the price of the previous term.

5.2 Additions

The initial term of the Software Maintenance Program for additional Covered Software licensed by you between Anniversary Dates shall be for twelve months beginning on the day the additional Covered Software is shipped from OTC to you. The second term of Software Maintenance Program for such additional Covered Software, and the applicable fees, will be prorated to terminate on the Anniversary Date following the start of the second term of the Software Maintenance Program for the additional Covered Software in order to allow the terms of the Software Maintenance Program for all Covered Software licensed by you to be co-terminus.

5.3 Reductions

If you request that the fees for a renewal term be calculated based on fewer user licenses than included in the previous term, and if OTC accepts such a request, during the renewal term(s) OTC will only provide Software Updates and Software Support appropriate for the number and type of licenses included in your then current term. In such an event, the fees that would apply to each license may differ from the earlier terms (for example, all previous fee discounts may not be applicable), and will be the subject of a fee agreement between you and OTC.

5.4 Lapse and Reinstatement

If you decide to not renew a term of the Software Maintenance Program for some or all of the Covered Software, upon the agreement of OTC, you may subsequently

purchase Software Maintenance Program services for said Covered Software. However, in addition to the fee for the new term, you will need to pay the fees that would have been payable had you continued Software Maintenance Program uninterrupted. The fees charged to re-instate maintenance may be subject to a surcharge for each lapsed month.

Exhibits

- **Exhibit 1** - Contact Information
- **Exhibit 2** - Customer Portal
- **Exhibit 3** - Trouble Ticket Information
- **Exhibit 4** – Open Text Support Lifecycle

Exhibit 1 – Contact Information

Subscribers are only entitled to contact the OTC Support office in the region where the subscriber is situated.

OTC Product Support Office - Contact Information

Location	Voice Number	E-Mail Address	Hours of Operation (Mon-Fri unless otherwise specified)
Asia Pacific	+1 800 679 440	au-support@opentext.com	09:00 – 18:00 EST AUS
	* for former Hummingbird products call: +61 2 9923 2011	au-support@opentext.com	09:00 – 18:00 EST AUS
France, Spain & Portugal	+33 147 96 55 01	fr-support@opentext.com	08:00 – 18:00 EST AUS
Germany, Switzerland, Austria & Africa	+49 89 4629 2121	de-support@opentext.com	08:00 – 18:00 CET
	* for former Hummingbird products call: +44 1494 679 749	* for former Hummingbird products use the following e-mail: uk-support@opentext.com	08:00 – 18:00 WET
Japan	+81 3 5472 5270	support-jp@opentext.com	09:00 – 18:00 JST
	* for former Hummingbird products call: +81 3 5549 9551	support-jp@opentext.com	08:00 – 18:00 AEST
Middle East	+ 971 4319 9257	me-support@opentext.com	08:30 – 17:30 WET+4, SUN-TH
North America	+1 800 540 7292 or +1 519 888 9933	support@opentext.com	08:30 – 20:00 EST
UK, Ireland, Benelux, Nordic	+800 9 808 808 (UK) or +44 1494 679 749	uk-support@opentext.com	08:00 – 18:00 WET
Other European Countries	+49 89 4629 2121	de-support@opentext.com	08:00 – 18:00 CET

	* for former Hummingbird products call: +44 1494 679 749	* for former Hummingbird products use the following e-mail: uk-support@opentext.com	08:00 – 18:00 WET
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Additional Product Support – Contact Information

First Class Product Support - Contact Information

Location	Voice Number	E-Mail Address	Hours of Operation (Mon-Fri unless otherwise specified)
Europe, Middle-East, Africa, Austral-Asia, South America	+800 9 808 80 808 (UK) or +44 1494 679 749	intl_fcsupport@opentext.com	08:30 – 17:00 GMT
Scandinavia & Eastern EU	+48 184 721 300	support@opentext.se	08:00 – 17:00 CET
North America	+800 346 9108 (toll free) or +905 762 6060	support@firstclass.com	07:00 – 21:00 EST

Connectivity Product Support - Contact Information

Location	Voice Number	E-Mail Address	Hours of Operation (Mon-Fri unless otherwise specified)
North America	1-800-486-0095 (option 1)	connsupport@opentext.com	08:00 – 20:00 EST
UK & Ireland	+44 (0) 1189 029 517	uk.connectivity.support@opentext.com	09:00 – 17:30 GMT
Germany & Austria	+49 (0)89 4629 1925	connsupport.de@opentext.com	09:00 – 18:00 GMT+1

Open Text Fax and Document Distribution Solutions (formerly Captaris) Product Support - Contact Information

Location	Voice Number	E-Mail Address	Hours of Operation (Mon-Fri unless otherwise specified)
North America	+1 800 540 7292 or +1 519 888 9933	support@opentext.com	08:00 – 20:00 EST *Existing Premium Support Plans only – Sat 10:00 – 18:00 EST
Europe, Middle East and Africa	+800 9 808 808 (UK) or +44 1494 679 749	uk-support@opentext.com	08:00 - 18:00 WET
Asia/Pacific	+61 293 151222 or +1 519 888 9933	support@opentext.com	08:30 – 20:00 EST

Open Text Web Solutions Product Support- Contact Information

Location	Voice Number	E-Mail Address	Hours of Operation (Mon-Fri unless otherwise specified)
North America	+1 800 540 7292 or +1 519 888 9933	support@opentext.com	08:30 – 20:00 EST, Monday to Friday
Europe (except UK & Poland)	+49 441 93578 777	wcmssupport.de@opentext.com	09:00 – 18:00 GMT +1
UK	+800 9 808 808 or +44 1494 679 749	uk-support@opentext.com	08:00 – 18:00 WET, Monday to Friday
Poland	+48 61 8580010	pl-support@opentext.com	09:00 - 17:00 GMT +1, Monday to Friday
Australia/Asia Pacific	1 800 679 440 (AU) or +61 2 9026 3400	au-support@opentext.com	09:00 – 17:30 AEST

Exhibit 2 – Open Text Online (customer portal)

Open Text Online: Using OTC software as the underlying technology the portal provides a communications forum for OTC, its Software Maintenance Program subscribers and its partners. The web portal provides access to:

- **Knowledge Base:** A Knowledge Base module is available to all subscribers of the Software Maintenance Program. This Knowledge Base contains articles describing TechTips, Product Problems and Product Bulletins.
- **Trouble Tickets*:** Open new trouble tickets and/or review the status of previously opened tickets conveniently, at any time of the day.
- **Documentation:** All documentation is indexed and available for searching. This online system helps users find necessary information typically found in printed OTC user manuals.
- **Discussions*:** Subscribers have access to various Discussion Groups. Through these discussions, it is possible to communicate with other subscribers and OTC personnel about various products, services and industry ideas.
- **Downloads Area:** This area allows subscribers to download patches and modules. Some modules will be distributed free of charge and others will be for purchase. The permissions-based structure allows for a convenient accessibility model to the appropriate purchased modules. This area also contains links to third party add-ons, patches and service packs.
- **Communication:** All subscribers to the Software Maintenance Program will receive regular updates containing valuable information about support issues, and new products or product versions.
- **Enhancement Request Process:** Subscribers to the Software Maintenance Program are encouraged to submit suggestions and ideas for enhancing for all OTC products by email, telephone or mail.

* Not available for all products lines. Please contact your Local Support Desk for additional details.

Exhibit 3 – Trouble Ticket Information

When you contact OTC Support to discuss or initiate a Support Request, please make sure you have the following information at hand. By providing us with this prerequisite information, OTC Support will be able to process your Support Requests more efficiently.

General Information

1. Company name and Partner Name (if applicable)
2. Name of contact person
3. Phone number / and e-mail address of contact person

Technical Information

4. Server name(s)
5. Software Product name, version and patch (build) level
6. Operating System for Servers and Clients, version and service pack level
7. Database client and server versions

Complete problem description

8. Is the problem able to be reproduced?
9. What are the steps to be followed in order to reproduce the problem?
10. What is the exact text of the error message resulting from the problem, including error code(s)?
11. What are the symptoms of the problem?
12. When did the problem start occurring?
13. For how long has the problem been occurring?
14. What specifically is being done when the problem occurs?
15. Did it ever work? If so, when and for how long?
16. Specifically what software or hardware has changed? What is different now from the time when it did work?
17. What steps has the user taken to solve the problem?
18. What is the severity of the problem—that is, what is the impact on the user's, department's and company's business?
19. Are there other applications involved?
20. Are there any customizations to the system that may be related to the problem?
21. When was the last available database backup?

You may also be required to supply the following Diagnostic Tools:

22. Software logfiles (if applicable)
23. Webserver logfiles
24. Database trace files
25. Sysreport (if applicable)
26. For Windows environments only:
 - Winmsd file (Windows NT) or system information (Windows 2000)
 - Windows event logs.

Exhibit 4 – Open Text Support Lifecycle*

Open Text will provide patches and bug fixes to each version of *Current Software* for a period of at least eighteen (18) months after the subsequent version is made available to subscribers of the Software Maintenance Program and its licensee's. Definitions of 'Current' and 'Past' Maintenance are found below.

What is 'Current Maintenance' ?

When a new version of an Open Text product is released, it is considered to be under 'Current Maintenance' for a period of eighteen (18) months from the release date of the next version. Products under Current Maintenance offer the following features:

- Telephone and e-mail support
- Online assistance from the Knowledge Center
- Service Packs and / or Patches
- The ability to request hotfixes
- The ability to report product defects
- The ability to request enhancements or new features

What is 'Past Maintenance' ?

After the 18th month of Current Maintenance has expired, the product version is considered to be Past Maintenance. During this stage of the product lifecycle:

- Telephone and e-mail support
- Online assistance from the Knowledge Center is available
- Service Packs and Patches are no longer released
- Product Defects and enhancement requests may no longer be reported **

* Applicable to 'most', not all, OTC software.

** Migration to a current Maintenance version may be required.

Questions?

For additional information, please contact your regional Open Text Support Team.



Sales	Americas	Germany	Europe	Asia/Pacific
www.opentext.com info@opentext.com North America Sales 1-800-499-6544 International Sales +800-4996-5440	United States 100 Tri-State Int'l Parkway Lincolnshire, IL USA 60069 Phone: 847-267-9330 Fax: 847-267-9332	Germany Technopark 2 Werner-von-Siemens-Ring 20 D-85630 Grasbrunn Germany Phone: +49 89 4629 0 Fax: +49 89 4629 1199	United Kingdom Grosvenor House Horseshoe Crescent Beaconsfield, Buckinghamshire United Kingdom HP9 1LJ Phone: +44 1494 679700 Fax: +44 1494 679707	Australia Level 12 65 Berry Street North Sydney NSW 2060 Australia Phone: +61-2-9026-3400 Fax: +61-2-9026-3455

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