

Addendum to the TSANet Code of Conduct

(Classic TSANet Relationship)

General

Organizations seeking membership in TSANet, Inc. (“**TSANet**”) agree to identify each “**Company Site**” in the process of becoming a member of TSANet. This TSANet relationship addendum (this “**Addendum**”) applies to conduct of a member and each of its representatives at each such site, and at other locations where the member makes or receives calls for support or engages in membership activities in furtherance of a Classic TSANet Relationship (“**Classic Relationship**”).

Each member shall assure that each of member’s representatives participating in TSANet calls or member activities for such member shall first have been trained in TSANet processes and procedures applicable to the relationship in which they are participating (each a “**Designated Caller**”). Each Designated Caller shall only conduct themselves in compliance with the TSANet Code of Conduct (the “**Code of Conduct**”), this Addendum, all TSANet applicable processes and procedures, as well as TSANet policy when participating in Classic Relationships.

TSANet members who agree to interact with each other in an open or customized group to further these Classic Relationships are together known as participants (“**Participants**”). Participants in TSANet’s Classic Relationships agree to collaborate with all other Participants of the relationship under the conditions designated in this document. Each relationship within TSANet allows for a clearly defined support process whereby a mutual customer has been identified and a multi-vendor problem exists. A mutual customer is a company or individual customer that is (1) using Products from two or more Participants in conjunction with one another and (2) meeting the criteria set forth by each of those Participants in the TSANet database defining the customer as a mutual customer (a “**Mutual Customer**”).

Participation in a Classic Relationship may be implemented by a member in all TSANet regions. Each member’s activities in TSANet shall conform to the Code of Conduct and each member is solely responsible for conforming their conduct to laws applicable to their business activities. The Code of Conduct contains terms and conditions, policies and processes that each member is required to adhere to for entry into and participation in a TSANet relationship. In the event of any conflicts or inconsistencies between the Code of Conduct and this Addendum, the terms of this Addendum shall take precedence as between members in Classic Relationships; provided, however, that this Addendum is not intended to modify or alter Section 5 (“**Competition**”) and Section 7.4 (“**Limitation of Liability**”) of the Code of Conduct, nor Section 7 (“**Limitation of Liability**”) in the TSANet Database License and Member Acceptance Agreement, as may be periodically revised or updated.

Requirements for Participation:

Participants agree to respond to inquiries or requests by other Participants within the relationship for Mutual Customers as defined per the Classic Relationship criteria for multi-vendor problems in accordance with this Addendum. Each relationship may contain elements or clarification of elements contained in this the guidelines of this Addendum. Members should refer the guidelines in this Addendum as standard elements that should be used in participating and/or creating relationships. Additional or different elements may be provided by specific addendums to the Code of Conduct.

Participants agree to diagnose and troubleshoot Mutual Customer, multi-vendor problems to isolation and/or resolution with other Participants in accordance with the Mutual Customer’s obligations with the Participant(s) as defined in the TSANet Database or relationship terms.

Participants agree to have an internal process to engage technicians capable of diagnosing or troubleshooting an incident to isolation and/or resolution. Participants further agree that when a service request is initiated and the product has been identified as part of this relationship, Participants will collaborate within the defined response guidelines.

Term

This Addendum is effective immediately upon adoption by TSANet, may be periodically updated, and will automatically be renewed on an annual basis unless otherwise specified. Participants may terminate their participation in a Group Relationship with 120 days prior written notice to the Executive Director of TSANet.

Certified Platforms

One Participant's certified platform does not necessarily constitute a certified platform that will be supported by all Participants. Where support obligations (i.e. Mutual Customer) exist from Participant(s) to customer, Participant agrees to engage other Participant(s) utilizing reasonable efforts and general troubleshooting to isolate and/or resolve a customer configuration regardless of whether there is a mutually agreed upon configuration or certified platform. This Addendum does not obligate Participants to continue engagement beyond initial troubleshooting on non-mutually agreed upon certified platforms. If after initial evaluation a Participant determines resources beyond initial troubleshooting are required and disengages on a non-mutually agreed upon certified platform(s), the Participant disengaging agrees to inform the Mutual Customer of the disengagement.

Participants are encouraged to post or link to information concerning certified platforms in the TSANet database. Participants are responsible for supporting the customer based on their independent and direct support contract with the customer in question.

Participants should never imply in sales or support literature that membership in this relationship obligates a Participant to engage resources beyond general troubleshooting to isolation and/or resolution where a mutually agreed upon configuration has not been agreed upon by all parties involved.

Escalation

Each member shall and designate a program manager (“Program Manager”) who will be of the appropriate management level capable of authorizing the required resources to diagnose, troubleshoot, isolate and/or resolve complex problems within the appropriate time for the severity level.

Transfer of Incident

Members agree to transfer Classic Relationship incidents between participants and/or host sponsor Member of the Classic Relationship and a Participant where both parties mutually agree that the call should be transferred. The Participant accepting the responsibility will accept a direct customer transfer from the sponsoring Member of the Group or be responsible for informing the Mutual Customer in a reasonable and timely manner that ownership has been transferred. All Participants shall make reasonable efforts to ensure a smooth transition and ensure Participants and the Mutual Customer are aware of the status of the call.

Information Required

Participants agree to supply TSANet the following information and keep information up-to-date for the purposes of this relationship. Participant information will be available via the TSANet database only to other Participants of this relationship. Required information must be made for each TSANet site participating in the agreement, including the following:

- Support organization process instructions or access number used by the Participant for collaboration products covered under this relationship

Participant's criteria for a verification of a Mutual Customer

Escalation Information as required by each relationship

Participants agree to verify and/or update information every ninety (90) days. Support organization process instructions or access number used by the Participant for collaboration products covered under this relationship Participant's criteria for a verification of a Mutual Customer Escalation Information as required by each relationship.

Disqualification or Discipline

A Participant's non-compliance with this Addendum or the member's duties and responsibilities applicable to this Classic Relationship may result in suspension or disqualification from this relationship. The TSANet President may terminate or suspend a member. Suspension will occur only after the Participant is made aware of the noncompliance and given reasonable opportunity to be heard by the President. In the event the President is for any reason unable to determine whether suspension or disqualification from this relationship is appropriate, the President shall refer this matter to the Executive Committee of the Board of Directors, for the purpose of hearing and then deciding the matter. Any determination of the President or the Executive Committee of the Board of Directors with respect to such matters shall be final and binding on member. In addition, in the event that the President or the Executive Committee of the Board so determines, based on the information presented with regard to such matter, discipline of the member(s) may include censure, or forfeiture of membership in TSANet.

Member Acceptance of Addendum

By signifying acceptance, Member agrees to be bound to the terms of this Agreement, intends to submit this Addendum to TSANet, and agrees to the terms of participation in the TSANet organization respecting membership in this Classic Relationship as such terms are specified in this Agreement.

<ACCEPT>

By signifying that the Member declines below, the membership process in the Classic Relationship will not continue.

<DECLINE>

For inquiries or questions, please contact: TSANet, Inc. 9401 Indian Creek Parkway, Suite 180, Overland Park, Kansas, 66223, U.S.A./or call: 913.345.9311/ or [e-mail: dennis@tsanet.org](mailto:dennis@tsanet.org).