



END USER SOFTWARE LICENSE AGREEMENT

THIS *END USER SOFTWARE LICENSE AGREEMENT* ("Agreement") dated as of 10 July, 2000 (the "Effective Date"), is made by and between **ACTUATE CORPORATION**, a Delaware corporation ("Actuate"), with its principal place of business located at 701 Gateway Boulevard, South San Francisco, California 94080, and the Department of Consumer & Business Services, State of Oregon ("Licensee"), with its principal offices at 350 Winter St. NE, Salem, Oregon, 97301-3880.

In consideration of the promises made herein, Actuate and Licensee agree as follows:

1. DEFINITIONS.

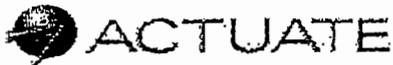
- 1.01 **Software.** The "Software" consists of the software programs described in Exhibit A, in object code format, and including all corrections, modifications, updates and enhancements to such software which may be provided to Licensee by Actuate hereunder pursuant to the terms of Section 5 below;
- 1.02 **Documentation.** "Documentation" shall consist of printed and/or electronic materials relating to the Software, including user's manuals and technical manuals, provided by Actuate.
- 1.03 **Maintenance Services.** "Maintenance Services" shall mean the services provided under Actuate's Maintenance Services policy in effect on the date such services are ordered. Actuate's current Maintenance Services policy is described in Exhibit B hereto.

2. LICENSE.

- 2.01 **Grant.** Actuate grants to Licensee, subject to the terms and conditions set forth in this Agreement, a perpetual, non-exclusive, non-transferable license to use the Software solely for internal business purposes, which may include using the Software to provide services to Licensee's customers or other third parties. Licensee shall not install the Software outside North America. Licensee is only licensed to use Software for which it has paid Actuate a license fee.
- 2.02 **Term.** The license granted hereby will commence on the Effective Date and continue in perpetuity unless sooner terminated hereunder.
- 2.03 **Copies.** Licensee shall not copy or modify any portion of the Software or Documentation; provided, however, Licensee may make one (1) copy of the Software for disaster recovery purposes.
- 2.04 **No Other Rights.** Licensee shall have no right to prepare derivative works from the Software or the Documentation. Licensee may not rent, lease, loan, sell or otherwise distribute the Software, the Documentation or any derivative works based upon the Software or the Documentation in whole or in part. Licensee shall not reverse engineer, decompile or otherwise attempt to derive or modify the source code for the Software. Licensee shall have no rights with respect to the Software other than the rights expressly set forth herein.

3. FEES AND PAYMENT.

- 3.01 **License Fees.** The license fees for the Software are set forth on Exhibit A and shall be payable in accordance with section 3.03.
- 3.02 **Maintenance Fees.** Annual maintenance fees for Maintenance Services for the Software are set forth on Exhibit A and shall be payable in accordance with section 3.03.



3.03 **Payment Terms.** Upon shipment of Software, Actuate will invoice Licensee for such Software and the annual Maintenance Services for such Software. Licensee will remit payment for invoices within thirty (30) days following receipt by Licensee of a valid Actuate invoice. All fee payments shall be nonrefundable except as otherwise provided in sections 4.02, 5.02, 7.02, 7.04 and 8.02. All fees payable by Licensee to Actuate shall be paid within the United States and in U.S. dollars. Any amounts due Actuate under this Agreement not received by Actuate by the date due shall be subject to a service charge of one and one half percent (1½%) per month, or the maximum charge permitted by law, whichever is less.

3.04 **Taxes.** Licensee shall be responsible for and pay all sales, use, and excise taxes, and like charges imposed by any federal, state, or local governmental entity for products or services provided under this Agreement, excluding only taxes based solely on Actuate's net income. When Actuate has the legal obligation to collect such taxes, the appropriate amount shall be due upon invoice to Licensee unless Licensee provides Actuate with a valid tax exemption certificate authorized by the appropriate taxing authority. Licensee shall hold Actuate harmless from all claims and liability arising from Licensee's failure to pay any such taxes, duties, or charges.

4. **SHIPMENT AND INSTALLATION.**

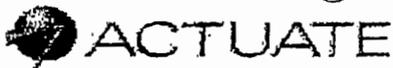
4.01 **Shipment and Installation.** Upon receipt of a valid purchase order from Licensee, Actuate will ship the Software to Licensee at the address indicated on the purchase order. Upon delivery of Software, Licensee will be responsible for installation of the Software.

4.02 **Return of Software.** If Licensee returns the Software and Documentation to Actuate within 45 days of the Effective Date of this Agreement, Actuate shall refund any paid license fees and maintenance fees relating to the returned Software. Such refund shall be Licensee's sole and exclusive remedy for rejection of such Software and neither party shall have any future obligations or liability hereunder with respect to such Software.

5. **MAINTENANCE SERVICES.**

5.01 **Scope and Duration.** Actuate agrees to offer Maintenance Services for the Software to Licensee in accordance with the description of such services as set forth in Exhibit B. Such Maintenance Services are offered on an annual basis. The initial Maintenance Services period shall begin upon the date of delivery of the Software and end one year from such date. After the initial Maintenance Services period, Licensee shall automatically receive Maintenance Services for successive one year periods for the fees set forth on Exhibit A. Actuate shall provide Licensee with notice of such renewal, via invoice, at least thirty (30) days prior to such renewal date. Upon Licensee's written request, Actuate will prorate fees for Maintenance Services so that Maintenance Services for all Software are renewable on the same date.

5.02 **Termination by Licensee.** Following the initial Maintenance Services period, Licensee may cancel Maintenance Services provided hereunder by providing written notice to Actuate. Such cancellation will be effective thirty (30) days after Actuate receives such notice. Licensee will receive a prorated refund for the months remaining for paid Maintenance Services measured from the effective date of cancellation. In the event Licensee desires to reinstate Maintenance Services that have been previously cancelled, Licensee will pay to Actuate the Maintenance Services fees that would otherwise have been applicable pursuant to Exhibit A for the period between the effective date of cancellation of Maintenance Services and the effective date of reinstatement, plus



payment of the annual Maintenance Services fee for the one year period commencing upon the effective date of reinstatement

6. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.01 Title. Licensee acknowledges that Actuate and its suppliers retain all right, title and interest in and to the original, and any copies, of the Software or Documentation whether or not incorporated in or integrated with any other software or product, and ownership of all patent, copyright, trademark, trade secret and other intellectual property rights pertaining thereto, shall be and remain the sole property of Actuate. Licensee shall not be an owner of any copies of, or any interest in, the Software or Documentation, but rather, is licensed pursuant to this Agreement to use such copies. Actuate represents that it has the authority to enter into this Agreement and to grant the licenses provided herein.

6.02 Proprietary Notices. Licensee shall not remove any Actuate patent, trademark, copyright or other proprietary notices from any part of the Software or Documentation, and shall reproduce such notices on any copies, in whole or in part, of such materials made by Licensee.

6.03 Confidentiality. Each party hereto acknowledges that by reason of its relationship with the other party hereunder, it will have access to certain information and materials concerning the other party's and its suppliers' business, technology, and/or products that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Each Party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information, except as authorized under this Agreement, and will protect the confidentiality of such information with the same degree of care which it uses to protect its own confidential information. Such use and non-disclosure obligations shall not apply to information which (a) was already rightfully known to the party prior to disclosure by the other party hereunder; (b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the other party; (c) has been rightfully received from a third party not under obligation of confidentiality; (d) has been approved for release by written authorization; (e) was independently developed by a party; or (f) is required to be disclosed by law.

6.04 Injunctive Relief. Each party hereto acknowledges that the breach of any of its obligations under Sections 2 and 6 hereof may cause or threaten irreparable harm and, accordingly, the injured party shall be entitled to seek equitable relief to protect its interests therein, including but not limited to preliminary and permanent injunctive relief, as well as money damages.

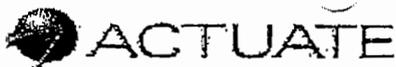
7. WARRANTIES AND LIMITATIONS OF LIABILITY.

7.01 Software Media Warranty. Actuate warrants that the media in which the Software is embodied and the media on which any update is delivered will be free from material defects for a period of ninety (90) days from the delivery date of the Software or the update to Licensee. Actuate's entire liability and Licensee's exclusive remedy under this limited Software Media Warranty will be to replace the media on which such Software or update was delivered. Actuate shall have no obligation to replace any defective media which is not returned to Actuate within the warranty period or which has failed because of accident, abuse or misapplication.

7.02 Software Warranty. Actuate warrants that for a period of ninety (90) days from the initial delivery of the Software, the Software, if properly used by Licensee in accordance with the Documentation, shall operate in material conformity with the Documentation for

such Software. Actuate does not warrant that the Software will meet all of Licensee's requirements or that the use of the Software will be uninterrupted or error free. Actuate's entire liability, and Licensee's exclusive remedy, under this limited Software Warranty shall be for Actuate (i) to attempt, through reasonable efforts, to correct any reproducible material nonconformity discovered within the 90-day warranty period, or (ii) to replace the nonconforming Software. In the event Actuate is unable to cure the breach of warranty described in this section 7.02 after attempting the remedies described in (i) and (ii) above, Licensee may return the Software and Actuate shall refund any fees paid by Licensee for the Software. The above remedies are available only if Actuate is promptly notified in writing, within the warranty period, upon discovery of the nonconformity by Licensee and Actuate's examination of the Software discloses that such nonconformity exists, and that the Software has not been (i) altered or modified, (ii) subjected to negligence, or computer or electrical malfunction (iii) used, adjusted, or installed other than in accordance with the instructions set forth in the Documentation.

- 7.03 **Year 2000 Readiness Warranty.** Actuate warrants that the Software is Year 2000 Ready. For purposes of this Agreement, "Year 2000 Ready" shall mean that the Software (i) will present, produce, store and calculate data involving dates beginning with January 1, 2000, (ii) contains "date" related functionality, interfaces and data fields which permit the user to include the indication of century, and (iii) will perform calculations which involve a four-digit year field. Notwithstanding the foregoing, Licensee acknowledges and agrees that (i) the Software does not identify or remedy Year 2000 problems in third party operating systems or other applications not supplied by Actuate, and (ii) the Software operates with the date information it receives; thus, if incorrect or two-digit, date information is provided by the user, the operating system or from any other external product or other source, this information will be converted to a four-digit date including a century indicator before being used by the Software. The foregoing limited Year 2000 Readiness Warranty of Actuate shall not apply to Year 2000 problems caused by such external sources. Actuate's entire liability and Licensee's exclusive remedy under this limited Year 2000 Readiness Warranty shall be for Actuate to attempt, through reasonable efforts, to correct any reproducible error that causes a breach of this warranty.
- 7.04 **Maintenance Services Warranty.** Actuate warrants that any Maintenance Services performed pursuant to the terms of this Agreement shall be performed in a competent manner consistent with generally accepted industry standards. Actuate's entire liability and Licensee's exclusive remedy under this limited Maintenance Services Warranty shall be for Licensee to recover maintenance fees paid for such nonconforming services.
- 7.05 **Warranty Claims.** Any claims made by Licensee for the breach of a warranty set forth in this section 7, shall be made in writing and delivered in accordance with the provisions of section 10.10 below, and Licensee shall provide Actuate a reproducible test case, if applicable, demonstrating the breach of warranty.
- 7.06 **Disclaimer.** THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SOFTWARE, AND ACTUATE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.07 **Limitation of Liability.** EXCEPT FOR CLAIMS MADE UNDER SECTIONS 6, 8 or 10.05, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT EXCEED THE AMOUNTS PAID BY LICENSEE TO ACTUATE HEREUNDER. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR



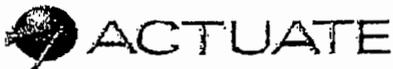
CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. INTELLECTUAL PROPERTY RIGHT INDEMNITY.

- 8.01 **Indemnification.** Actuate agrees, at its own expense, to defend or, at its option, to settle, any claim or action brought against Licensee on the issue of infringement of any patent, copyright, trade secret or trademark by the Software as used within the scope of this Agreement, and to indemnify Licensee and its officers, directors, agents and employees against all damages and costs, including reasonable legal fees, which may be assessed against or incurred by Licensee as a result of any such claim or action. Licensee agrees that Actuate shall be released from the foregoing obligation unless Licensee provides Actuate with (i) prompt written notice of any such claim or action, or possibility thereof, (ii) sole control and authority over the defense or settlement of such claim or action, and (iii) proper and full information and assistance to settle and/or defend any such claim or action.
- 8.02 **Right to Substitute.** Without limiting Section 8.01 above, if a final injunction is, or Actuate believes in its sole discretion is likely to be, entered prohibiting the use of the Software by Licensee as contemplated herein, Actuate will, at its sole option and expense, either: (i) procure for Licensee the right to use the infringing Software as provided herein, (ii) replace the infringing Software with non-infringing, functionally, equivalent products, (iii) suitably modify the infringing Software so that it is not infringing, or if (i), (ii) or (iii) above is not obtainable on commercially reasonable terms, (iv) accept return of the infringing Software and refund the then present value of the license fees paid for such Software, as amortized over a forty-eight (48) month life. Except as specified above, Actuate will not be liable for any costs or expenses incurred without its prior written authorization.
- 8.03 **Exceptions.** Notwithstanding the provisions of Sections 8.01 and 8.02 above, Actuate assumes no liability for infringement claims arising from (i) the combination of the Software with other products not provided by Actuate, (ii) any modifications to the Software unless such modification was made by Actuate, or (iii) use of the Software not in accordance with the Documentation.
- 8.04 **Limitation.** THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF ACTUATE, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE OR ANY PART THEREOF.

9. TERMINATION.

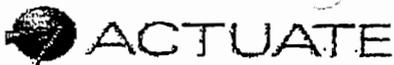
- 9.01 **Termination.** Upon prior written notice given in accordance with section 10.10, either party may terminate this Agreement if the other party (i) fails to pay any amount due under this Agreement within thirty (30) days after written notice of such nonpayment, or (ii) commits a material nonmonetary breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days of a written notice of termination. In addition, Licensee may terminate this Agreement upon ninety (90) days' prior written notice to Actuate.



- 9.02 **Obligations Upon Termination.** Upon termination of this Agreement for any reason, Licensee shall immediately discontinue use of the Software and Documentation and within ten (10) days certify in writing to Actuate that all copies of the Software and Documentation, in whole or in part, in any form, have either been returned to Actuate or destroyed in accordance with Actuate's instructions. Licensee shall cease using any trademarks, tradenames and other designations of Actuate. Except as otherwise stated herein, all payments made by Licensee to Actuate hereunder are non-refundable.
- 9.03 **Effect of Termination.** Notwithstanding any termination of this Agreement, the following provisions shall survive: Sections 1, 2.04, 3, 6, 7, 8, 9.02, 9.03 and 10. All other rights and licenses granted hereunder will cease upon termination.

10. **GENERAL TERMS AND CONDITIONS.**

- 10.01 **Assignment.** Neither party shall have the right to transfer, assign or otherwise dispose of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other party; provided, however that such consent shall not be required if either party assigns this Agreement to a wholly-owned subsidiary or in connection with a merger, acquisition or sale of all or substantially all of its assets.
- 10.02 **Publicity.** The Parties will not disclose the terms of this Agreement or any Exhibit hereto or any disputes arising hereunder to any third party other than its counsel, lenders and investors and except as may be required by law.
- 10.03 **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the state of Oregon, without reference to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.
- 10.04 **Jurisdiction.** The federal and state courts within the state of Oregon shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts and service of process being effected upon it by registered mail and sent to the address set forth in section 10.10 of this Agreement.
- 10.05 **Indemnity.** Each party hereto shall be solely responsible for, and shall indemnify and hold the other party free and harmless from any and all claims, damages or lawsuits (including attorneys' fees), relating to bodily injury or tangible property damage, arising out of the intentional or negligent act or omission of such party or its employees, agents or contractors.
- 10.06 **Independent Contractors.** The relationship of Actuate and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed as constituting any other relationship.
- 10.07 **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. The parties further agree to negotiate in good faith a substitute, valid and enforceable provision that most nearly effects the parties' intent and to be bound by mutually agreed substitute provision.
- 10.08 **No Waiver.** The failure of either party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of such party thereafter to enforce any such provisions.



- 10.09 **Force Majeure.** Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming party.
- 10.10 **Notices.** Any required notices hereunder shall be given in writing at the address of each party set forth below and shall be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered.

For Actuate: Actuate Corporation
 701 Gateway Boulevard
 South San Francisco, CA 94080
 Attn: Chief Financial Officer
 Fax: 650-827-1560

For Licensee: Department of Consumer & Business Services
 State of Oregon
 350 Winter St. NE
 Salem OR 97301-3880
 Attn: Dorothy Oliver
 Fax: 503-378-3134

- 10.11 **Export Laws.** Licensee shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Licensee receives delivery of the Software, which pertain to the Software.
- 10.12 **Future Orders.** Unless modified as set forth above, or unless Licensee and Actuate enter into another agreement that is applicable, the terms of this Agreement (other than pricing terms which shall be specified in future orders) shall apply to any future licenses by Licensee of Software from Actuate and to any future orders, written or oral, by Licensee for Software from Actuate.
- 10.13 **Government Restrictions.** The Software is provided with restricted rights only; use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement and in subparagraph (c)(1) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19; subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, subparagraph (d) of the Commercial Computer Software Licensing clause at NASA FAR supplement 16-52.227-86; or their equivalent. The manufacturer is Actuate Software Corporation.
- 10.14 **Audit.** Upon reasonable notice to Licensee, Licensee agrees to permit Actuate or its designated third party to conduct an audit of Licensee's computer systems to ensure that Licensee is not using more Software than Licensee has licensed hereunder. The scope, time and location of such audit shall be agreed to by the parties. If any audit determines that Licensee is out of compliance with this Agreement, Licensee shall immediately remove the unlicensed Software from its systems or shall pay for such Software upon receipt of an invoice from Actuate.
- 10.15 **Entire Agreement.** This Agreement and Exhibits attached hereto and incorporated herein constitute the entire, final, complete and exclusive agreement between the parties and supersede all previous agreements or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and Exhibits attached hereto, understand all terms and conditions, and agree to be bound thereby.



10.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the date set forth above.

LICENSEE

ACTUATE CORPORATION

By: Daniel Adelman

By: [Signature]

Name: DANIEL ADELMAN

Name: Dan Gaudreau

Title: CIO

Title: CFO

Date: 6-13-00

Date: 7/6/00



EXHIBIT A

Actuate Software and License Fees

- Advanced Report Server for Production 1 CPU
- Advanced Report Server for Test and Development 1 CPU
- 2 * Developer Workbench
- 2 ERD

Annual Maintenance Fees

First Year Maintenance Fees - \$13,536

Annual Maintenance Fees - Annual Maintenance Fees after Year 1 shall be at Actuate's standard rates based on the then current list price of the Software, provided, however that such fees shall in no event increase by more than 10% from Maintenance Fees paid by Licensee to Actuate for the previous year's Maintenance Services.

03/29/00

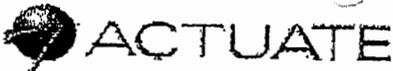


EXHIBIT B

Standard Maintenance Services Policy

Telephone Support. Actuate provides telephonic support for the Software from 6 a.m. to 6 p.m. Pacific Time, Monday through Friday (holidays excluded).

Updates. As long as Licensee is current on payment of Maintenance Fees, upon Licensee's request, Actuate will deliver to Licensee all new releases, corrections, enhancements and updates to the Software, which Actuate makes generally available.

Customer Support Objectives. Actuate recognizes that to maintain a competitive advantage, it is in its best interest to fix serious problems with the Software and to promptly respond to problems Licensee brings to its attention. Actuate will use reasonable commercial efforts to respond, based on the severity of the problem and in accordance with its Service Level Objectives set forth below, to Licensee's request for assistance in fixing problems with the Software.

Customer Support Definitions

Priority 1: Down Production System

The Actuate system is failing in a production environment resulting in a complete loss of productive capability. This type of problem severely impacts the customer's business objectives and requires rapid response and resolution. Examples of a down production environment are a non-recoverable server crash or the complete failure of one of the Actuate system components.

Priority 2: Major feature failure

One of the major functions or features of the Actuate system is failing. This type of problem also requires rapid response and resolution. Examples of a major feature failure are the failure of reports to run or the return of incorrect results by an Actuate API function.

Priority 3: Feature is not working as documented

A feature in the Actuate software is not behaving as documented by Actuate. Productive work can continue but the Actuate software is not performing to specification and a remedy is required.

Priority 4: General questions

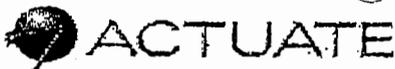
These problems are of a general nature and pertain to how the Actuate software should operate in both a production and development environment. An example would be when a particular report will not run while others run normally. This category also includes feature requests for subsequent releases.

Acknowledgment

Acknowledgment is defined as contact by either email or phone by a trained Customer Support professional to advise of the receipt of a customer support issue

Initial Response

Initial response is defined as contact by either email or phone by a trained Customer Support professional to gather additional information about a customer support issue and to determine the steps to reproduce the problem.



Status Frequency

This is the frequency with which Actuate Customer Support will update our customers on their open support issues. This frequency may be extended by mutual agreement between the customer and Actuate Customer Support.

Temporary Fix

This is a relief from the experienced behavior. It may take the form of a workaround, a patch or an alternate design approach.

Maintenance Release

These are regularly scheduled software releases that contain fixes for unwanted behavior. These releases will rarely contain new functionality.

Feature Release

These are regularly scheduled software releases that contain both bug fixes and new functionality.

The following table summarizes Actuate's Service Level Objectives.

Service Levels	Priority 1	Priority 2	Priority 3	Priority 4
Acknowledgment	1 Hour	4 Hours	4 Hours	6 Hours
Response	4 Hours	8 Hours	10 Hours	12 Hours
Status Frequency	Every Day	Every 3 Days	Every 5 Days	Every 7 Days
Temporary Fix	2 Days	8 Days	10 Days	12 Days if Applicable
Permanent Fix	Next Maintenance Release	Next Maintenance Release	Next Maintenance or Feature Release	Next Feature Release at the Discretion of Actuate

Both hours and days listed in the table above are Actuate's Customer Support hours, M-F 6:00 AM -6:00 PM PST (Holidays Excluded)