



Support Plan Terms and Conditions

1) SOFTWARE WARRANTY:

A. AVST represents and warrants that all replacement parts or other software or equipment supplied under this Plan will perform substantially in accordance with the warranty as set forth in the Software License Agreement between AVST and CUSTOMER (the "License Agreement").

B. EXCEPT AS PROVIDED IN THE LICENSE AGREEMENT, THE LIMITED WARRANTY WITH RESPECT TO REPLACEMENT PARTS AND SOFTWARE SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED WITH RESPECT TO REPLACEMENT PARTS AND SOFTWARE. AVST SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH PARTS AND SOFTWARE.

2) DEFINITIONS

A. Support – AVST provides AVST resellers with 3rd tier technical assistance with the installation and configuration of AVST server software, as well as assistance with any problems encountered in the subsequent operation of that server software for the duration of the support plan. AVST telephone support is available to AVST reseller technicians only. AVST telephone support is not intended to be a substitute for AVST Technical Training.

B. Upgrades – On those support plans that include software upgrades, AVST will provide to the customer new versions of the AVST server software including hot fixes, service packs, “point” upgrades (i.e. 6.00 to 6.01) and full version upgrades (i.e. 5.32 to 6.10) of all AVST software purchased for this server for the duration of the support plan. Upgrades do not include migration from one product family to another (i.e. CallXpress3 to CallXpress). AVST is not responsible under the terms of this agreement for any hardware necessary to accomplish this upgrade.

C. Problem – A problem is a user-defined issue seeking resolution. A problem is a failure of the software or any AVST software update to conform substantially to the product specifications as published by AVST. To report a problem to AVST Technical Support the following must be available:

1. A description of the desired functionality the customer wishes to achieve
2. A description of the incorrect behavior
3. A step-by-step process to reproduce a single undesired event
4. Any and all exact error messages that occur
5. System Serial Number
6. Site Name and Contact Information

D. Resolution– A resolution to a problem is:

1. An explanation of potential reasons for the problematic behavior.
2. Suggested solution(s), including:
 - The customer has received advice on using the functionality of the software.
 - The customer has received advice on rectifying a problem with the operating environment associated with the implementation of the software.
 - The customer has received advice on the actions that need to be taken by the customer to recover from a data or database corruption problem, even if that advice is that their database is unrecoverable due to the extent of the damage.
 - The customer has received advice that the problem relates to a hardware failure and that the customer needs to raise a call with their hardware supplier. If the affected hardware is covered by an AVST hardware maintenance agreement, initiate the hardware replacement process.
 - The customer has been advised of a software maintenance patch, which once applied, will resolve the problem.
 - The problem relates to an issue that has been corrected in a subsequent release of the software. The customer needs to initiate plans to upgrade the affected software. If the support plan includes software upgrades, initiate the software upgrade process.
 - The problem relates to an issue that is scheduled to be incorporated in a future maintenance release of the software. In the meantime, the customer has been provided with advice on the most appropriate workaround in order to overcome the immediate problem, if one is available.
 - The customer has been advised of an action plan in lieu of a permanent solution or permanent work around, detailing proposed actions and a time plan for delivering a permanent solution or work around.
 - The customer has been advised that the reported problem is a feature request and not a defect.
 - The customer has been advised that the problem's source exists outside of the AVST software application including, but not limited to such areas as the computer's platform on which the AVST product is installed, the customer's business telephone system, network infrastructure, e-mail or groupware servers, virus scanning software and management applications.

3) DESCRIPTION OF SERVICES:

AVST offers a multiple tier support structure for the AVST product line. The levels of support are:

A. CallXpress XpressCare:

- CallXpress XpressCare includes the following services:
 - Telephone, email and fax access to technical support by certified reseller technician for a single CallXpress server serial number covered by this support plan during the hours of coverage as

outlined in Section 4.

- Support for all CallXpress server software components, whether located on the CallXpress platform or on a peripheral support platform, which the customer has implemented as part of this system, are covered by this plan.
- Upgrades to the CallXpress server software including hot fixes, service packs, “point” upgrades (i.e. 6.0 to 6.01) and full version upgrades (i.e. 5.32 to 6.0) of all CallXpress software purchased for this server. Please see the Service Exclusions section for important information about upgrades.

C. *Seneca XpressCare:*

- Seneca XpressCare includes the following services:
 - Telephone, email and fax access to technical support by certified reseller technician for a single Seneca server serial number covered by this support plan during the hours of coverage as outlined in Section 4.
 - Support for all Seneca server software components the customer has purchased and are covered by this plan.
 - Upgrades to the Seneca server software including hot fixes, service packs, “point” upgrades (i.e. 4.0 to 4.01) and full version upgrades (i.e. 4.00 to 5.00) of all Seneca software purchased for this server. Please see the Service Exclusions section for important information about upgrades.

E. *RightFax Premium Support:*

- RightFax Premium Support includes the following services:
 - Unlimited telephone and Web-based support incidents for the length of the plan directly from Captaris
 - Business hours coverage: North and South America: Monday to Friday, 5 a.m. to 5 p.m., Pacific Standard Time (PST) Saturday, 7 a.m. to 3 p.m., PST; Europe, Middle East and Africa: Monday to Friday, 8:30 a.m. to 5 p.m., Central European Time (CET) Asia/Pacific: Monday to Friday, 8 a.m. to 5 p.m., Eastern Australian Standard Time (AEST), directly from Captaris
 - Optional 24x7 coverage available
 - Access to the Captaris Online Assist support portal
 - Complete software upgrades and maintenance included
 - AVST will support the CallXpress RightFax Telephony Gateway

4) COVERAGE:

A. *CallXpress XpressCare Support:*

- CallXpress and Seneca XpressCare , and RightFax Support and Maintenance, provides for telephone, fax and e-mail access to software technical support for AVST products covered by this support plan during the following time periods:

North American Support Center

- Monday through Friday, 5:00 am to 5:00 pm; Pacific Time
- Call back installation and upgrade support are available 24X7x365 to certified technicians. (XpressCare plan only)
- Emergency down system recovery services are available 24X7X365

EMEA Support Center

- Monday through Friday, 9:00 am to 5:30 pm; GMT
- Call back installation and upgrade support are available 24X7x365 to certified technicians. (XpressCare plan only)
- Emergency down system recovery services are available 24X7X365

- The term of the CallXpress and Seneca XpressCare plan purchased with a new server begins 30 days after invoice date and continues for the purchased duration of the plan (1, 2, 3 or 5 years). The term of a CallXpress or Seneca XpressCare renewal commences either on the date of invoice, or if renewed prior to expiration, commences the following day after the expiration.
- The term of the CallXpress or Seneca XpressCare renewals is for one year and commences either on the date of the invoice, or if renewed prior to expiration of an existing plan, commences the following day after the expiration.
- The term of the RightFax Support and Maintenance plan purchased with a new server begins on the invoice date and continues for the purchased duration of the plan (1, 3 or 5 years). The term of a RightFax Support and Maintenance renewal commences either on the date of invoice, or if renewed prior to expiration, commences the following day after the expiration.

5) SERVICE LEVEL AGREEMENT:

- **Response, Update and Resolution Commitments.** When AVST has been engaged in problem resolution, AVST will use best commercial efforts to meet the following commitments. Time will begin to be measured from when the AVST reseller first contacts AVST. Time frames stated in days are contiguous business days, unless otherwise stated.

| Priority Level | 1 – High | 2 – Medium | 3 – Low |
|------------------------------|---|---|---|
| Priority Level Definition | A problem that critically impacts the customer's ability to do business. A significant number of users of the AVST system are unable to perform their tasks as necessary. The AVST system is down or severely degraded. | A problem that has limited functionality, but a workaround is available. Or a small number of users of the AVST system are unable to perform their necessary tasks. The system is not severely degraded | A minor problem that negligibly impacts the customer's ability to do business. Also includes questions and/or general consultation. |
| Initial Response to Reseller | 2 business hours | 4 business hours | One day |
| *Status Updates to Reseller | 8 business hours initially, then as agreed | weekly initially, then as agreed | as agreed |

*Status updates will be made available through email or the web, except where updates via telephone are requested by Reseller but only for Priority Levels of High or Medium. Updates will continue as agreed until the problem is resolved.
Note: Refer to Section (2) for a description of a resolution to a problem.

- **Escalation Process:**

| <i>Elapsed Time</i> | <i>Priority 1</i> | <i>Priority 2</i> | <i>Priority 3</i> |
|---------------------|-----------------------------------|------------------------|------------------------|
| 4-Hour | Senior Technical Support Engineer | | |
| 8-Hours | Technical Support Mgr. | | |
| 1 Business Day | VP of Operations | | |
| 3 Business Days | President | Technical Support Mgr. | |
| 7 Business Days | | VP of Operations | Technical Support Mgr. |
| Monthly | | | VP of Operations |

Priority 1 problem escalation times are measured in calendar hours twenty-four (24) hours per day, seven (7) days per week unless otherwise noted..

6) SERVICE EXCLUSIONS:

- Step-by-step installation and/or upgrade support for AVST software is not included in any support plan.
- Fax boards, Telephony interface boards, voice boards, and any telephony integration hardware such as MISU, NTDIU, etc. Expedited replacement of failing fax/telephony interface/voice boards are not covered by this agreement. Extended Hardware Warranty options are sold under separate agreement available only at point of sale of those boards. Contact AVST directly for more information on our extended hardware warranty plans.
- Hardware maintenance and repair of any computers sold by AVST for the purpose of running any AVST software products.
- Upgrades or support of the Microsoft Windows Operating System software.
- Any software not covered by the AVST Software License Agreement that may integrate with the AVST software.
- Software Programming including support of programs utilizing the CallXpress Application Programming Interface (CXAPI) or Automated Agent development tools.

7) CUSTOMER RESPONSIBILITIES:

- The AVST Reseller will insure that the Customer provides AVST with remote access to the AVST system for purposes of performing the support services. Customer will provide AVST with continuous access via a dedicated standard business telephone line; an Internet connection or customer maintained dial-up access facility. In such cases, the customer must provide the necessary access numbers, accounts and passwords to facilitate AVST access to the system. In all cases, customer will pay all costs associated with the telephone line and/or connection infrastructure.
- Customer/dealer will refrain from the installation of third party software that could adversely affect the performance of AVST products.
- Customer/dealer will refrain from installation of third party hardware on the platform other than hardware required for operation of the AVST software such as telephony boards, RAID controllers, network adapters and modems.
- The customer/reseller should be prepared to provide their full name – first and Last, and the name of their company and any contact information.
- The customer/reseller should be prepared to provide an Incident number if the problem was reported previously and they received an Incident number.
- The customer/reseller should provide a clear, accurate description of the problem. The customer should include any error messages.
- The customer/reseller must be willing to work with the support staff in performing reasonable troubleshooting steps. AVST supports only AVST core products. Administration for any 3rd party software (Microsoft Operating System, Backup Software, Virus Protection, Terminal Services, etc) will need to be handled by the customer's internal network administrator or by a local network vendor.
- The customer should keep the problem Incident number for reference until the problem is resolved.

- The reseller is responsible for identifying and maintaining a AVST product certified trained staff member for reporting Incidents to AVST.
- The customer is responsible for maintaining system related back-ups of their data

8) AVST Technical Support Pre-call check off list

Prior to calling AVST Technical Support please insure that you have a detailed definition of the problem. At a minimum, you should be able to answer the following questions:

- What is the problem? If there is an error, what is the exact nature of the error?
- Who or what does the problem affect?
- When did the problem start happening?

Once you have a good understanding of the problem, the next step is to research relevant AVST documentation. All published documentation is available in the Technical Documentation section of PartnerXpress (<http://www.partnerxpress.com>).

- For general configuration questions, refer to the Installation Guide
- For unified messaging problems, refer to the relevant Unified Messaging Online Book.
- For any integration issues, refer to the latest integration technical note for your PBX available at PartnerXpress. Please pay special attention to the critical application considerations section.

The documentation can be intimidating, only because it contains a wealth of information. Use it to verify the server in question is configured correctly.

If after reviewing documentation you have not found a solution, search the AVST Technical Support Knowledge Base. Keep your searches simple for best results. If troubleshooting Captaris RightFax, search the Captaris Technical Support Knowledge Base.

If you did not locate a solution in the knowledge base, prepare the following information before calling support:

- Your certified technician ID number
- The site name
- The site contacts name and email address
- If calling for CallXpress or RightFax, need the CallXpress system serial number
- If calling for Seneca, need the Seneca serial number

Before calling Technical Support, be ready to troubleshoot the problem. This means:

- Have access to the server, either by remote access or standing in front of the terminal.
- Necessary usernames and passwords to administer the server.
- Have access to customer personnel who are needed to solve the problem. (PBX admins, network admins)
- If the problem is related to the telephony interface, be close to a phone from which you can place test calls.
- Be prepared to email or FTP log files over the internet.