



# 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 3<sup>rd</sup> 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. Support is available as an entitlement with the XpressCare plan.

**B. Premium Support** – AVST provides end-user with 3<sup>rd</sup> 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 end-user contacts that have completed the applicable AVST Technical Training. AVST telephone support is not intended to be a substitute for AVST Technical Training. Premium Support is available as an entitlement with the Premium XpressCare plan.

**C. Help Desk Support** – AVST provides end-user with Tier 1 help desk support post-installation (by AVST Professional Services or AVST reseller) for any problems encountered in the subsequent operation of that server software for the duration of the support plan. Direct Tier 1 Support is available as an entitlement with Select XpressCare and does not require customers to meet technical requirements.

**D. 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. 7.91 to 7.92) and full version upgrades (i.e. 7.90 to 8.X) 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 CX-E). AVST is not responsible under the terms of this agreement for any hardware

necessary to accomplish this upgrade. Upgrades are available as an entitlement with the XpressCare or Premium XpressCare plans.

**E. 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.
7. Current XpressCare agreement must be in place.

**F. 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, email 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. XpressCare:**

- XpressCare includes the following services:
  - Telephone, email and fax access to technical support by certified reseller technician for a single CX-E/CallXpress, Seneca, CX-H/Repartee, or Kinesis server serial number covered by this support plan during the hours of coverage as outlined in Section 4.
  - Support for all CX-E/CallXpress, Seneca, CX-H/Repartee, or Kinesis server software components, whether located on the CX-E/CallXpress, Seneca, CX-H/Repartee, or Kinesis 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 CX-E/CallXpress, Seneca, CX-H/Repartee, or Kinesis server software including hot fixes, service packs, "point" upgrades (i.e. 7.91 to 7.92) and full version upgrades (i.e. 7.9 to 8.X) of all CX-E/CallXpress, Seneca, CX-H/Repartee, or Kinesis software purchased for this server. Please see the Service Exclusions section for important information about upgrades.

#### **B. Premium XpressCare:**

- Premium XpressCare includes the following services:
  - Telephone, email and fax access to AVST technical support by end-user contacts that have completed the applicable AVST Technical Training for a single CX-E or CX-H/Repartee LX server serial number covered by this support plan during the hours of coverage as outlined in Section 4.
  - Support for all CX-E or CX-H/Repartee LX server software components, whether located on the CX-E or CX-H/Repartee LX

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 CX-E or CX-H/Repatee LX server software including hot fixes, service packs, “point” upgrades (i.e. 8.10 to 8.11) and full version upgrades (i.e. 8.X to 9.X) of all CX-E or CX-H/Repatee LX software purchased for this server. Please see the Service Exclusions section for important information about upgrades.

**C. *Select XpressCare:***

- Select Xpresscare includes the following services:
  - Telephone, email and fax access to AVST Help Desk by end-user contacts for a CX-E or CX-H/Repatee LX server serial number covered by this support plan during the hours of coverage as outlined in Section 4.
  - Support for all CX-E or CX-H/Repatee LX server software components, whether located on the CX-E or CX-H/Repatee LX 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 CX-E or CX-H/Repatee LX server software including hot fixes, service packs, “point” upgrades (i.e. 8.10 to 8.11) and full version upgrades (i.e. 8.X to 9.X) of all CX-E or CX-H/Repatee LX software purchased for this server. Please see the Service Exclusions section for important information about upgrades.
  - Optional services such as remote system monitoring, response to reported errors, periodic health checks/preventative maintenance and MAC work by AVST.

**D. *UCConnect Application Premium Support:***

- UCConnect Application Premium Support includes the following services:
  - Telephone support for application configuration and usage questions.
  - Extends initial application warranty and covers application troubleshooting and correction for included functionality.
  - Assistance with minor application adjustments and configuration changes.
  - Support services are available from 8 a.m. to 5 p.m. PST.
  - Support services are available for AVST-developed applications only.
  - An active XpressCare or Premium XpressCare contract on the associated CX-E system is required in order to purchase this additional support entitlement plan.

#### 4) COVERAGE:

##### **A. XpressCare and Premium XpressCare Support:**

- CX-E/CallXpress, Seneca, CX-H/Repartee, or Kinesis XpressCare, and provides for telephone, email and fax 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 by appointment (Dedicated Support Request) 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 by appointment (Dedicated Support Request) 24x7x365 to certified technicians. (XpressCare plan only)
- Emergency down system recovery services are available 24x7x365

##### **B. Select XpressCare Support:**

- CX-E/CallXpress and CX-H/Repartee Select XpressCare provides for telephone and email access to help desk support for AVST products covered by this support plan 24x7x365.
- The term of the CX-E/CallXpress, Seneca, CX-H/Repartee, or Kinesis 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, 4 or 5 years).
- The term of the CX-E/CallXpress, Seneca, CX-H/Repartee, or Kinesis 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.

#### 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 customer or 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; Moves, Adds, Changes (MAC) for Select XpressCare customers.
Initial Response to Reseller	2 business hours	4 business hours	One day
*Status Updates to Reseller (or Customer with Select XpressCare)	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 Customer or 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	Technical Support Supervisor		
8-Hours	Technical Support Mgr.		
1 Business Day	VP of Operations	Technical Support Supervisor	
3 Business Days	President	Technical Support Mgr.	Technical Support Supervisor
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 Dialogic Media Gateway, Prosody Cards, 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 CX-E/CallXpress Application Programming Interface (CXAPI) or UCConnect development tools.

#### **7) CUSTOMER RESPONSIBILITIES:**

- The Customer/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, or on demand, access to the

server. Remote access can be provided using secure Internet protocol; Virtual Private Network (VPN); secure remote web site; or at a minimum, dial-up access facility using the 3<sup>rd</sup> party software PCAnywhere and a modem. 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/reseller will refrain from the installation of third party software that could adversely affect the performance of AVST products.
- Customer/reseller 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 3<sup>rd</sup> 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 an 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.

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 CX-E/CallXpress, the CX-E/CallXpress system serial number.
- If calling for Seneca, CX-H/Repartee, or Kinesis, the appropriate system 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.