

CUBEIQ SOFTWARE SUPPORT SERVICES

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1 Service Overview

A support & maintenance plan is available for all software application products licensed by **CubelQ**

CubelQ Software Application Support Service plan helps and assure the continued operation of all CubelQ Solutions products and maximize the original software investment by providing product improvements at a fixed minimal cost.

2 Services Provided

The following support services are applicable to software products manufactured either by CubelQ or by a third party but maintained by CubelQ

3 Post Installation Product Support

Support services are available to clients that have signed CubelQ's Support Services Agreement (SSA). This will come into effect on the date agreed but no more than 90 days following the implementation of the product into production or completion of User Acceptance Testing; whichever comes first.

Clients electing not to sign an SSA will not receive upgrade, patch or compliance releases and reported problems will only be supported on a best-effort basis and charged for all time and materials.

Once a product or service is installed at a customer site, CubelQ provides dedicated and experienced support personnel to ensure that service levels are maintained from 8 hours per day, 5 days per week up to 24 hours per day, 7 days per week, year round.

To achieve this, we rigorously adhere to an established process (described below) that ensures that all problems are recorded, tracked and fixed as expediently as possible.

3.1 Support Procedures

For technical support up to 24 hours per day, 7 days per week, customers may call the direct line to the CubelQ support department.

The Technical Support Desk is staffed by support engineers during regular business hours 08:00 to 20:00 EU Central Standard Time.

After hours, weekend and holiday service calls are received by a message service (a GSM voice mail system). They relay the calls immediately to a support group duty engineer who then assumes responsibility for the problems, their prioritization and assignment.

At CubelQ, all calls or emails are logged as a Site Incident Problem Report (SIPR), a help desk facility, which is assigned a case number. This case number is used to track the problem or request through to resolution. The support engineer who receives the initial call will determine the priority of the SIPR by categorizing the problem according to the severity levels below.

During the resolution stage of all issues, the initial support engineer who received the call will maintain contact with the Customer to inform the Customer of progress. When a resolution is available, the support engineer will guide the Customer's staff through any necessary resolution, configuration or set-up procedures.

For Mission Critical Systems with Critical and High severity problems, the "4-", "8-" and "24-Hour Mark" escalation criteria are applied and the clock starts ticking from the moment the call is received from the customer, day or night, working day or weekend.

A "problem" is considered to be closed from a support standpoint when either a temporary fix or a work-around has been applied. However, the SIPR remains in effect until such time as a permanent fix is available. This usually occurs in the form of a new or maintenance system release.

3.2 Updates to Licensed Products

Any enhancements made to licensed software products will be made available to the Licensee as released by CubelQ.

3.3 Documentation Updates

A single copy of any changes made to the documentation for a licensed software product will be made available to the Licensee at no additional cost.

3.4 Knowledgebase Articles

CubelQ will periodically publish articles to their WEB site www.cibeiq.gr detailing procedures and suggestions for frequently asked questions. It should be reviewed by Licensee's staff and used as a supplement to information provided in CubelQ manuals and training.

This service is provided at no additional cost.

3.5 Telephone Support:

Licensee may call requesting assistance in the use of a licensed product.

This service is provided at no additional cost.

3.6 Error Correction

Any material errors found in a licensed software product that cause the product to be inoperable will be corrected by CubelQ.

Corrections may be performed by modifications to programs, or any other method necessary to restore product service.

3.7 Electronic Distribution

Program changes required for new functionality or error corrections will be made available on CubelQ's WEB Site or transferred over a communications link from CubelQ's office to the Licensee's system.

4 Not Covered

The following are not covered under this agreement:

- Failures caused by hardware problems or non-CubelQ software.
- Re-installation to new hardware or installation to additional hardware
- Installation and configuration of non-CubelQ software.
- General operating system, network, database, security, or hardware support.
- Errors or problems caused by modifications not made by CubelQ or by products not supplied by CubelQ.
- Use of the software product in a manner not specified by the software product description or License documentation.
- Problems related to the installation of CubelQ software by non-CubelQ personnel.
- Assistance with developing programs with CubelQ Application Programming Interfaces (API) if an API is provided with the system
- Installation and configuration support for test and disaster recovery copies of the Software when not used in production. However, if a material error is found on a test or disaster recovery system, it will be corrected as described above.

CubelQ will make best efforts to correct or work around any malfunctions resulting from non-covered problems, if requested to do so by the Licensee.

Any services provided for non-covered problems will be billable at CubelQ current support rate.

5 System Access

The Licensee must provide CubelQ with reasonable access to their systems via secure remote connection to perform required corrections.

CubelQ currently supports WebEx secure sessions and TeamViewer sessions for access to any systems that we either install software on or interface with.

Licensee will inform CubelQ of any security measures or procedures and CubelQ will comply with those procedures.

6 Authorized Contacts

The Licensee provides a list naming the primary and two alternate employees who are appropriately trained and authorized to request support from CubelQ.

Such primary and alternate personnel shall be personnel that have been appropriately trained by CubelQ or Licensee and who are based at the Licensed Site. Where multiple locations are licensed on a single server, support requests will be coordinated through qualified staff at the office in which the server is installed.

Support services will be used solely for the benefit of Licensee sites under paid CubelQ maintenance.

CubelQ provide the CubelQ Support Contact List that contains telephone and mobile phone numbers for off-hours support.

7 Installation of New Versions

A license to use new product versions will be made available to Licensee as generally released by CubelQ to its other customers.

After release of a new product version, the prior version will be available for support under this agreement for a period of 12 months or the time duration announced to the Licensee either directly or posted to our Web Site.

For installed products not upgraded within 12 months of a new product release or after the announced time duration, CubelQ may be limited to only consultative support for software problems.

Installation of CubelQ Software and major version upgrades must be performed by CubelQ, unless otherwise agreed, in order to be covered under this support program.

8 Multi-Site Support

Where CubelQ Software has been installed at multiple sites and not all sites have contracted for support, the services provided under this agreement cannot be used to support sites that have not contracted for these services.

9 Installation Site Changes

To provide a consistent level of support, it is important that Licensee informs CubelQ of changes to the system configuration or site location changes.

10 Custom Programs

Custom support programs can be arranged to meet the specific needs of a Licensee. Such programs may provide varying hours of support, system management responsibilities, and global partnerships for enterprise-wide service, disaster recovery, etc.

11 Support Period and Costs

This service is provided for a one-year term starting on the first date of software installation. One of three levels of support may be selected from the schedule below and identified on the Ordering Supplement to the standard CubelQ License Agreement. Calls for support within the standard support period will be responded to within 4 hours of the call.

In the event that CubelQ accept a support period of less than one year, the services provided will be limited to telephone support.

The services provided under this plan are in accordance with the following schedule:

Plan	Number of Hours	Time of Day EU Central	Days of Coverage¹
A	8	8 a.m. - 4 p.m.	Mon - Fri
B	12	8 a.m. - 8 p.m.	Mon - Sun
C	24	Continuous	Mon - Sun

Installation, configuration, and training by CubelQ of new and upgraded systems, are billable on a time and material basis at CubelQ's standard installation rate.

Licensed products that are not currently covered under this agreement may be brought back under support at a rate of 35% of the current license fee for the first year.

International support or modification to the services provided under this plan may be made at an agreed cost between the Licensee and CubelQ.

Support services provided outside the designated standard support periods are billable at CubelQ's current support rate.

Additional copies of documentation will be provided at a nominal cost for preparation and shipping.

¹ Excluding GR & DE bank holidays

11.1 Problem Resolution Flow

11.1.1 Mission Critical Systems

For Mission Critical Systems, the classification, resolution and escalation process is as follows:

CRITICAL SEVERITY:

Problem Classification

- System is down or totally out of service
- Problem is causing serious degradation of service
- Problem is causing an unstable system - no work-around available
- Problem may cause financial loss to customer

Resolution Process:

- Begin work immediately upon receipt of call.
- Work takes priority over all other activities until resolved
- Complete work (or reduce severity) as soon as possible

Escalation Process:

- If problem not closed by "4-Hour Mark", escalate to Tech Support Mgr.
- If problem not closed by "8-Hour Mark", escalate to VP, Consulting
- If problem not closed by "24-Hour Mark", escalate to President

HIGH SEVERITY:

Problem Classification

- Problem is causing degradation of service
- System or sub-systems are unstable
- Problem may be compounded if not resolved quickly

Resolution Process:

- Begin work immediately upon receipt of call
- Complete work (or reduce severity) as soon as possible

Escalation Process:

- If problem not closed by "2-Hour Mark", escalate to Tech Support Mgr.
- If problem not closed by "8-Hour Mark", escalate to VP, Consulting

MEDIUM SEVERITY:

Problem Classification

- Intermittent problems
- System running with work-arounds but needs attention
- General system and operational questions.

Resolution Process:

- Problem is "queued" but will be resolved at best effort.
- Customer can expect prognosis/estimate of fix date in 5 business days.

Escalation Process:

- If prognosis and estimate not provided within 5 days, escalate to Tech Support Mgr.

LOW SEVERITY:

Problem Classification

- Spasmodic problem which cannot be re-created and which does not cause any degradation of service
- Problems which are cosmetic in nature and have no bearing on the operability or performance of the system
- Information requests such as communication line setups, configuration or general system questions

Resolution Process:

- CubelQ will make reasonable efforts to attempt to provide a resolution to the problem or an acceptable work-around either within 120 days of receipt of call or within the next scheduled maintenance release.

Escalation Process:

- No escalation

11.1.2 Non-Mission Critical Systems

For non-Mission Critical Systems, the classification, resolution and escalation process is as follows:

HIGH SEVERITY:

Problem Classification

- Problem is causing degradation of service
- System or sub-systems are unstable
- Problem may be compounded if not resolved quickly

Resolution Process:

- Begin work immediately upon receipt of call
- Complete work (or reduce severity) as soon as possible

Escalation Process:

- If problem not closed by "16-Hour Mark", escalate to VP, Consulting

MEDIUM SEVERITY:

Problem Classification

- Intermittent problems
- System running with work-arounds but needs attention
- General system and operational questions.

Resolution Process:

- Problem is "queued" but will be resolved at best effort.
- Customer can expect prognosis/estimate of fix date in 5 business days.

Escalation Process:

- If prognosis and estimate not provided within 10 days, escalate to Tech Support Mgr.

LOW SEVERITY:

Problem Classification

- Spasmodic problem which cannot be re-created and which does not cause any degradation of service

- Problems which are cosmetic in nature and have no bearing on the operability or performance of the system
- Information requests such as communication line setups, configuration or general system questions

Resolution Process:

- CubelQ will make reasonable efforts to attempt to provide a resolution to the problem or an acceptable work-around either within 120 days of receipt of call or within the next scheduled maintenance release.

Escalation Process:

- No escalation

12 Non-Hire

Licensee agrees not to solicit for hire or hire any employee of CubelQ so long as this CubelQ Application Support Services are in effect and for one (1) year thereafter.

An “employee” shall mean a person employed within the most recent six (6) month period who has worked in connection with the development, maintenance, or marketing of CubelQ software in a technical, managerial, training, or service capacity.

13 Product Interdependence

Upgrades to a particular product, when multiple CubelQ products are installed, are provided only if all products are at the current version released by CubelQ.

For client workstations that are to access multiple CubelQ products, each product must be at the same version release.

14 Supported Operating System Versions

Refer to each product's Software Product Description to determine the currently supported version of operating system software and other prerequisites.

15 Appendix: Response Times

15.1 Short Issue Clarification Non-Mission Critical Systems

Critical	The Software is inoperable or a core function of the Software is unavailable
High	A core function of the Software is significantly impaired
Medium	A core function of the Software is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Software is significantly impaired
Low	Any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the Software.

15.2 Non-Mission Critical Systems

Severity	Response Time	Resolve Time	Maximum Resolve Time
Critical	N/A	N/A	N/A
High	1 Business days	3 Business Days	5 Business Days
Medium	2 Business days	10 Business Days	15 Business Days
Low	3 Business days	15 Business Days	30 Business Days

15.3 Mission Critical Systems

Category A

Severity	Response Time	Resolve Time	Maximum Resolve Time
Critical	2 Business hours	4 Business Hours	3 Business Days
High	4 Business hours	8 Business hours	5 Business Days
Medium	1 Business days	5 Business Days	10 Business Days
Low	2 Business days	10 Business Days	20 Business Days

Category B

Severity	Response Time	Resolve Time	Maximum Resolve Time
Critical	1 Business hour	3 Business Hours	2 Business Days
High	2 Business hours	4 Business Hours	3 Business Days

Medium	1 Business days	3 Business Days	7 Business Days
Low	2 Business days	7 Business Days	16 Business Days

15.4 Basic Prerequisites for Error Removal

1. The customer has a valid maintenance contract.
2. The customer reports the error during on-call maintenance hours.

Response Time starts.

3. All the information required to analyze the error (traces, error logs, log files, data, etc.) is available to the contractor. **Resolve Time starts**
4. A complete description of the customer's system / environment is available.
5. The error concerns the software licensed to customer and the software used by the customer version in not more than 1 version older than the current version
6. The customer designates a contact person.
7. The error can be reproduced in the contractor's laboratory.
8. The customer is willing to test a Service Releases or new programs in a neutral, test/development environment.

**** EOF ****