Technical Support, Software License and Maintenance Terms for Enterprise 911 Products and Services

Version 2016.05.10
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1. Introduction

This document describes the services available to customers of West’s enterprise (business) 911 products and services (“Customers”), including Emergency Routing Services (“ERS”) and Emergency Gateway (“EGW”), Phone Discovery Manager, and Desk Alert™ software (“Software”). It also includes applicable license terms for the Software.

For ERS, technical support is included as part of the subscription. For all other products, support and maintenance service is included for the first year after delivery, and is available for purchase thereafter, payable annually in advance.

2. Technical Support

2.1. What is included

- 24x7x365 telephone, web, and email support
- Access to online support at support.911enable.com, which allows Customer to submit tickets, receive software updates, release information, and updated product documentation. Customer must register to obtain a user name and password in order to access the extranet services.
- Product use guidelines and available configurations
- Resolution of software defects, usage and configuration
- Documentation irregularities
- Customer-owned West hardware fault diagnosis and resolution

Note: With the exception of hardware faults, all work is performed remotely, according to Customer’s security requirements.

2.2. What is excluded

The following are not covered by technical support services. However many of the services can be purchase through a Professional Services Order:

- Configuration change request requiring validation retesting or redesign; for example: provisioning a new IP address to connect to the ERS account, changing the IP address of the EGW, or provisioning additional PBX in the EGW
- Incidents traced back to faulty third party components (firewalls, switches, softswitch, NNI circuits, not managed by West for either physical (hardware) or logical (configuration) reasons
- Problems and/or errors related to Customer failure to back up data
- Software or hardware not officially supported, validated or approved as specified in the applicable West product documentation
- Software which is no longer covered under the West EOL Policy (see Section 4.2 below). In addition, West may require Customer to upgrade to a more recent Release to receive support services (patches and documentation) if the Release is older than 12 months
- Repair any issue or support any product that: (a) has been altered, except by West or a West designated representative or in accordance with West's written instructions, (b) has not been installed, configured, operated, repaired, or maintained in accordance with West's instructions, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, including damage to hardware components from spills, drops, power surge, or improper voltage selection on system’s power supply, (d) has been operated outside of the environmental specifications for the product, or (e) when such malfunction, damage or other problem is caused by use with software or hardware that is not recommended by West or that does not conform to the system requirements or specifications made available by West
- Other exclusions described in the relevant service description and West's terms and conditions
2.3. How to reach West

- Customers can obtain support from West through telephone, web, and email support for any West product for which Customer is entitled to support services. Support can be obtained 24/7 for all emergency issues by phone and five days per week, 9:00 am-6:00 pm EST for all other issues and enquiries.

<table>
<thead>
<tr>
<th>Email</th>
<th><a href="mailto:support@911enable.com">support@911enable.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>888 908-4168</td>
</tr>
<tr>
<td>Web (Support Portal)</td>
<td><a href="http://support.911enable.com">http://support.911enable.com</a>**</td>
</tr>
<tr>
<td>Mail</td>
<td>7150, Rue Alexander-Fleming Saint-Laurent (Québec) H4S 2C8</td>
</tr>
</tbody>
</table>

- Customers should be prepared to supply as much information as possible including:
  - Description (description of the problem or perceived symptoms)
  - Attachments (logs, traces, screenshots)
  - Date/time the problem/disruption was detected
- If the Customer calls the support desk, the support technician will create a trouble ticket, analyze the problem, and attempt to achieve problem resolution as quickly as possible.
- When sending an email, a trouble ticket/request is automatically created in the Support Portal. Customer can either continue to correspond with Customer’s West support representative via email or Customer can log-in to the Support Portal to manage the request. Either way, a seamless communications trail is applied to the request, which is viewable from the support portal.

2.4. Severity Levels and Escalation Guidelines

Severity levels are used to manage support resources and to resolve important issues as quickly as possible. The severity assigned to the ticket may be later updated (increased or decreased) after analysis. Severity changes are always preceded by a Customer consultation.

- 4 different severity levels may be assigned to trouble tickets

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Information</th>
<th>Response time (from receipt of notification)</th>
<th>Restoration target (from time of engagement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency</td>
<td>Production systems that cannot route any 911 calls to the correct destination with two way audio communication that meets acceptable voice-quality levels. Furthermore, no immediate workaround is available, and the issue requires immediate corrective action.</td>
<td>&lt;4 hours</td>
<td>&lt;5 hours</td>
</tr>
<tr>
<td>High</td>
<td>Production systems that cannot route some 911 calls to the correct destination with two way audio communication that meets acceptable voice-quality levels. Furthermore, no immediate workaround is available, and the issue requires corrective action.</td>
<td>&lt;4 hours</td>
<td>&lt;2 days</td>
</tr>
<tr>
<td>Normal</td>
<td>Production system performance is degraded, there is partial feature unavailability to the Customer, or maintenance and backup processes have been significantly impacted. In all cases, a functional workaround is available. If redundant components are involved, failover to the secondary component is successful and redundancy is being restored.</td>
<td>&lt;1 Support Business Day</td>
<td>&lt;5 Support Business Days</td>
</tr>
</tbody>
</table>
### Technical Support and Maintenance Terms

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Information</th>
<th>Response time (from receipt of notification)</th>
<th>Restoration target (from time of engagement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>All requests for Lab or non-production systems. Minimal inaccuracies in documentation. Cosmetic flaws. No service impact to company or operations.</td>
<td>&lt;3 Support Business Days</td>
<td>Situation dependent-No commitments on resolution time</td>
</tr>
</tbody>
</table>

- “Response time” means West’s acknowledgement that Customer has reported an issue. A support engineer will engage and be in contact with the Customer via various means depending on the severity level.
- “Restoration Target” means West’s analysis and findings that allow West to temporarily or permanently restore functionality and or availability of the service via a workaround or permanent fix.

**Escalation Guidelines**

<table>
<thead>
<tr>
<th>Support Tier</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>NOC Support</td>
</tr>
<tr>
<td>Tier 2</td>
<td>On-call Resource</td>
</tr>
<tr>
<td>Tier 3</td>
<td>Customer Relationship Manager</td>
</tr>
<tr>
<td>Tier 4</td>
<td>Services Manager</td>
</tr>
<tr>
<td>Tier 5</td>
<td>Executive Director</td>
</tr>
</tbody>
</table>

- Note: For specific contact information, please go to the support portal ([http://support.911enable.com](http://support.911enable.com)) and obtain the article entitled “West Escalation Contacts”
- It is possible to escalate to a higher tier of support at any time during the trouble ticket resolution process. During a service impairment situation (Support priority Level Emergency or High), escalation occurs based on a fixed procedure. Escalation within West involves both defined and subjective decisions on the part of the support technician. Once basic troubleshooting procedures have taken place without resolving the issue, the support technician will make timely decisions about when to escalate and will identify the appropriate resources to resolve the issue.

### 2.5. Customer Responsibilities

- **General**
  - Provide a 24/7 contact number for use under exigent circumstances. The number, which is located in the Customer’s ERS account, can be used by the Emergency Call Response Center (“ECRC”) if an emergency callback fails. The ECRC will use this number as last resort to reach the distressed caller. In addition, the number may be used when West detects a serious issue that needs to be resolved immediately and regular support contacts are not available.
  - Ensure that West has the most up to date contact information on file. This information can be updated at any time, by contacting West Technical Support or by contacting the assigned West account manager.
  - Designate qualified technical resources to interact with West support technicians. Customer’s designated resource(s) should read and be familiar with West product and services documentation.
  - Contact and assist West support technician with diagnostic procedures to identify the root cause of the problem.
  - Perform verification and testing as required
  - Update PBX, softswitch, session border controller and firewall settings as required
  - Monitor and respond to system alarms and notifications
• Software
  o Provide, when requested, reasonable remote access to licensed software in order to investigate and troubleshoot technical issues. Remote access to Customer network would be performed using Customer’s or West’s preferred sharing application
  o Download and load any applicable software from West provided links
  o Deploy upgraded client applications (if applicable)
• Hardware
  o Provide the support technician with Customer’s hardware “service tag” and physical location.
  o Assist West support technician with diagnostic procedures to identify the root cause of the problem.
  o In the event of a hardware failure, provide necessary physical access to West’s designated field technician.
  o Work with West support technician to keep full security copies of any software and data.
  o Store and maintain appropriate copies of any data
• Maintenance. Customer must provide West with at least 24 hours’ notice of any planned maintenance activities that may affect or prevent the successful routing of an E911 call. The Customer must provide the following information when making a maintenance notification:
  o Date, time, duration
  o Description of service impact
  o Enumeration of impacted network elements
  o Contact name, number and email
• Interaction with PSAP
  o Coordinate test calls with the local PSAP.
  o Contact the local PSAP for address display issues caused by PSAP customer premise equipment ("CPE").

2.6. West Responsibilities
• Product Maintenance/Major Releases. West will provide email notifications and announcements whenever new maintenance releases are made available. Latest system guides and release notes are always available on the support portal. In addition, the West support engineer may recommend a system upgrade as part of the remedy to a specific support request.
• ERS Network Maintenance. West will provide the Customer notice at least one week before any maintenance affecting activities. In general, West network maintenance does not impact 911 services. The scheduled maintenance window is between 12:00 AM and 8:00 AM eastern standard time (EST) and may occur on weekdays or weekends. West will provide Customer with the following information when making a maintenance notification:
  o Date, time, duration
  o Description of service impact
  o Enumeration of impacted network elements
  o Contact name, number and email

3. Software License Terms
• Subject to the terms of the applicable Order and full payment of all applicable fees, West grants to Customer a personal, nonexclusive, nontransferable, non-sublicensable, license to use the Software delivered to Customer, including virtual appliances and any software embedded in delivered hardware, at the location and on the number of servers, workstations and users or other applicable metric set forth in the Order or Customer’s accepted purchase order, in accordance with the system specifications and requirements provided by West. All right, title and interest in and to the Software, including any customizations made to the Software, or updates or upgrades to the Software supplied by West, will remain vested with West and its licensors. Customer's rights to use the Software will terminate on notice from West if Customer fails to comply with any provision of this Order. On termination, Customer will destroy all copies of Software and associated documentation in its possession or control.
• Customer will not itself, or through any affiliate, agent or other third party: (a) sell, lease or sublicense or otherwise transfer the Software; (b) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Software; (c) modify or enhance the Software or write or develop any derivative software or any other functionally compatible, substantially similar or competitive products; (d) network the Software or use the Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements or otherwise use the Software on a service bureau basis; (f) provide, disclose, divulge or make available to, or permit use of the Software by any third party without West’s prior written consent; or (g) use or copy the Software except as reasonably required for archival purposes only.

4. Software and Hardware Maintenance

• **Release Availability.** Customer will be entitled to Releases which are generally made available by West to its Customers at no additional charge. West is not obligated to develop or make available Releases. Releases will be compatible with the most current version of the operating system at the time the application Software Release is first made available. Customer’s use of all Releases is restricted to the terms and conditions of the license under which the related Software was provided to Customer. West’s and its suppliers will retain all right, title and interest in all Releases.

• **Service Detail.**
  o Customer will provide West with remote access to the West Products and Customer’s related systems for the purpose of providing the Support and maintenance Services. If Customer is unable to provide West with remote access to its systems, Customer acknowledges that it will take significantly longer to identify and resolve issues.
  o When accessing Customer’s systems, West will:
    ▪ inform Customer before any access is made;
    ▪ make backup copies of configuration files before any work is performed;
    ▪ not make changes to the Customer systems without Customer’s prior authorization;
    ▪ once authorized, make changes on stand-by units whenever possible; and
    ▪ not retain any of Customer’s sensitive customer information that may have been accessed or recorded, in paper or other formats, during the course of providing such services, and will securely dispose of any paper documents containing same.

4.1. Fees and Term

All fees for support and maintenance services are payable annually in advance, and are not subject to refund. Reinstatement of support and maintenance services that have lapsed for more than 60 days will incur a lapse charge of 150% of the support and maintenance fees that would have been owed during the lapsed period.

Support and maintenance services will be provided for one year commencing on the date of product delivery, and will be automatically renewed for additional one year terms, unless either party does not renew the Services by providing 30 days’ notice before the end of the applicable term. Any renewal will be on the terms and conditions of the then-current support and maintenance service terms (including then-applicable fees). West will use good faith efforts to proactively notify Customer when the annual support and maintenance options are nearing expiration. An up to date support and maintenance contract with West ensures uninterrupted support.

4.2. End of Life (“EOL”) Policy

4.2.1. **Hardware Products**

West provides a specific End of Service Life date for a given product in writing when the Sales Discontinuation Date is announced. Such notifications will be provided to Customers in writing 180 days before the End of Service Life Date.
Regardless of the End of Service Life date, West will honor the terms of any applicable warranty or any previously sold support maintenance agreements which were purchased before the End of Service Life Date.

4.2.2. **Software Products**

911 Enable follows industry standard practices regarding the support of its software for discontinued (EOL) products. Consistent with such standards, West’s policy is to support software for the most current version and one previous major version OR one year after the release – whichever comes first.

4.3. **Changes to EOL Support Policy**

Although every effort will be made to support EOL products in accordance with the EOL Support Policy, West reserves the right to change its policy as it deems appropriate. 911 Enable will announce any changes to the EOL Support Policy in writing to the Customer.

Note that 911 Enable may, at its discretion, stop offering Time and Materials support services prior to the End of Service Life Date.

5. **Glossary**

“End of Service Life Date” means the date a West product will no longer be supported.

“Maintenance Release” means a software release to correct Software Failures.

“Release(s)” means a Maintenance Release, Update or Upgrades, either individually or collectively, as applicable.

“PSAP” means Public Safety Answering Point.

“Software Failure” means reproducible behavior that deviates in a material respect from the Software specifications.

“Support Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of Quebec.

“Support Portal” means online ticket/request tracking system and documentation repository available to registered Customers.

“Update” means a software release to correct any Software Failures and/or add features to the Software and is typically represented by a change in the yy component of a Version Number.

“Upgrade” means a software release to correct any Software Failures, add functionality and/or new features to the Software and is typically represented by a change in the xx component of a Version Number.

“Version Number” means the three-part version number in the form xx.yy.[zzzz] which identifies a Release.