

ExceleTel - Software Maintenance and Support Services Descriptions

Summary

The table below shows a comparison of the Software Maintenance and Software Support plan options available from ExceleTel. More details follow the table.

	Software Maintenance			
Annual software maintenance rate	15%	15%	15%	15%
Annual minimum software maintenance fee	USD 250	USD 250	USD 250	USD 250
Updates and upgrades of the licensed software	✓	✓	✓	✓
License migration (1 per license per year)		✓	✓	✓
		Software Support Plans ¹		
		Bronze	Silver	Gold
Annual software support rate		5%	10%	15%
Annual minimum software support fee				
- Support during business hours		USD 600	USD 900	USD 1200
- Emergency on-call 24x7x365 support ²		-	-	USD 10,000 ²
Support entitlement (defined as # issues per USD software support fee paid)	-	1 per USD 150	1 per USD 150	1 per USD 150
Types of support services:				
- Email	-	✓	✓	✓
- Phone / Chat	-	-	✓	✓
- Remote access / Web collaboration	-	-	✓	✓
- On-site (available for separate fee)	-	-	-	-
Initial response time target (business hours, excluding weekends and holidays)				
- Severity Level 1 - Critical Impact	-	16	8	4
- Severity Level 2 - Major Impact	-	24	12	8
- Severity Level 3 - Minor Impact	-	32	24	12
- Severity Level 4 - Low Impact	-	48	32	24
Support business hours (excluding holidays)	-	9a-5p ET M-F	9a-5p ET M-F	9a-5p ET M-F (extended hours by special arrangement) ³
Discount for support services not provided as part of plan	-10%	-15%	-	-
Optional on-site support	USD 1500 per day plus exp.	USD 1500 per day plus exp.	USD 1500 per day plus exp.	USD 1500 per day plus exp.

¹ Software Maintenance is a required prerequisite for the Bronze, Silver, and Gold Software Support plans

² Emergency on-call 24x7x365 support only for Severity Level 1 - Critical Impact issues (plan min fee USD 10,000)

³ With Gold plan, support outside of business hours can sometimes be scheduled by special arrangement

Definitions

- Severity Level
 - Severity Level 1 Issue - Critical business impact / System down
 - Production or other mission critical system or functionality is down, the system or functionality is mission critical to the business, client business operations have been severely disrupted, and the situation is considered an emergency.
 - Large number of users are prevented from working and there is no workaround available.
 - Impact is escalating.
 - A critical breach in security has occurred that is directly associated with ExceleTel provided software or services.
 - A critical data corruption or loss has occurred that is directly associated with ExceleTel provided software or services.
 - Development, demonstration, and test systems or any system that has not completed acceptance testing are excluded from Severity 1 issues.
 - Severity 1 support requires client to have dedicated resources available to work on the issue on an ongoing basis as required until Severity Level is lowered or incident is resolved.
 - Severity Level 2 Issue - Major business impact
 - Significant production functionality is severely impaired such that business operations can continue in a restricted fashion although productivity may be impacted.
 - Large number of users are impacted by issue but they are still able to work in a limited capacity or may use a temporary workaround.
 - Impact is escalating.
 - Severity Level 3 Issue - Minor business impact
 - A partial, non-critical loss of functionality or performance of the system such that the operation is impaired but allows continued use of the system.
 - Client may be inconvenienced but can reasonably work around issue.
 - Production impact is not escalating.
 - Urgent time critical issue with non-production systems. For instance significant development delays will occur, production go-live deadline is at risk, etc.
 - Severity Level 4 Issue - Low business impact
 - The issue causes little impact on your production operations or a reasonable workaround has been implemented.
 - Most issues on non-production systems.
 - General usage questions, cosmetic issues, errors in documentation, etc.
 - Generally applicable Severity Level notes
 - The products and services provided by ExceleTel which are covered under a support agreement are often sub-components of other systems or software which provides the primary business functionality. They also tend to require client provided infrastructure and components such as networking, servers, PCs, and so forth. Although ExceleTel will help with reasonable diagnostic efforts, it is important to note that one or more of your other vendors or other internal resources may be required to resolve or help resolve issues which seem to be originating with or are impacted by other systems, components, or infrastructure not provided by ExceleTel. In these cases, when a suspected root cause is outside of ExceleTel's control, ExceleTel reserves the right to downgrade the Severity Level but will re-engage when appropriate to help client internal resources or other vendors with their diagnostic efforts, or to help validate the overall solution to an issue.
 - ExceleTel reserves the right to downgrade Severity Level or close the ticket if Client does not provide appropriate resources to assist in the resolution of the problem or does not implement steps suggested to troubleshoot or correct the issue.

Annual Software Maintenance

- Prerequisites: Fully current and paid-up software licensing
- Annual fee: 15% of software license fee (minimum USD 250)
- Term period: 1 year minimum
- Maintenance entitlement: Updates and upgrades of the licensed software
- One license migration per license per year is included with concurrent Annual Software Support plan
- Software support is not included (available under separate support plan or per occurrence)

Annual Software Maintenance entitles you to updates and upgrades of the licensed software for one year. This includes new interim builds as well as new versions. Updating is not mandatory (unless required to help resolve a support issue) and any new builds or versions may be applied at your discretion. Without a Software Maintenance plan upgrades are available at 50% of license fee. For software licensed to a specific server, PC, or VM with a license key, one license migration (to a different server, PC, or VM, as applicable) per license per year is included with this plan as long as a concurrent Annual Software Support plan is in effect.

Software support is separate from software maintenance and is not included with this plan, but is available for an additional fee via separate Annual Software Support plans (recommended) or individual ad-hoc support requests.

Annual Software Support - Gold Plan

- Prerequisites: Concurrent in-force Annual Software Maintenance plan
- Annual fee: 15% of software license fee (minimum USD 1200 for business hours support, or minimum USD 10,000 for emergency on-call 24x7x365 support)
- Term period: 1 year minimum
- Support entitlement: 1 issue per USD 150 in Software Support fee paid
- Types of support included: Email, phone, remote access, web collaboration
- Initial response time (business hours): 4 [SL1/Critical], 8 [SL2/Major], 12 [SL3/Minor], 24 [SL4/Low]
- Support business hours: 9am-5pm ET M-F (excluding holidays)
 - Support outside of business hours can sometimes be scheduled by special arrangement
- Emergency on-call 24x7x365 support (for Severity Level 1 issues only): Not included unless Software Support fee paid is USD 10,000 or higher per year
- On-site support: Not included (available as an option, but generally not necessary)

The Gold level Annual Software Support plan entitles you to technical support for the licensed software for the term period or until the support entitlement as defined above has been consumed, whichever occurs first. This plan may be renewed at the end of the term or after the support entitlement has been consumed at the rates and terms available at the time of renewal. All Annual Software Support plans require a concurrent in-force paid subscription to an Annual Software Maintenance plan for the software licensing covered.

Gold level Annual Software Support plans include support via email, phone, remote access, and web collaboration. On-site services are not included with this plan and are generally not necessary. On-site services are available under special circumstances for USD 1500 per day plus expenses.

Response time targets in business hours are 4 for Severity Level 1 (SL1) - Critical impact, 8 for SL2 - Major impact, 12 for SL3 - Minor impact, and 24 for SL4 - Low impact. Support business hours are 9a-5p ET M-F (excluding holidays). Special pre-made arrangements can sometimes accommodate requests for service outside of these hours. Emergency non-business hours support for Severity Level 1 can be made available on a 24x7x365 on-call basis when the Software Support fee paid is USD 10,000 or higher per year.

The products and services provided by ExceleTel which are covered under a support agreement are often sub-components of other systems or software which provides the primary business functionality. They also tend to require client provided infrastructure and components such as networking, servers, PCs, and so forth. Although ExceleTel will help with reasonable diagnostic efforts, it is important to note that one or more of your other vendors or other internal resources may be required to resolve or help resolve issues which seem to be originating with or are impacted by other systems, components, or infrastructure not provided by ExceleTel. In these cases, when a suspected root cause is outside of ExceleTel's control, ExceleTel reserves the right to downgrade the Severity Level but will re-engage when appropriate to help client internal resources or other vendors with their diagnostic efforts, or to help validate the overall solution to an issue.

Note that some issues may be much more effectively diagnosed and/or resolved with, or may even require the use of, remote access or web collaboration technology which would allow ExceleTel to at least view and possibly control the system hosting the ExceleTel provided components. Client shall provide or allow this access when required and shall monitor ExceleTel's actions (and/or assist ExceleTel if required).

Support services are provided on a best effort basis. Because of the factors that may be beyond our control, we can not guaranty resolution to issues involving 3rd party products or services.

Annual Software Support - Silver Plan

- Prerequisites: Concurrent in-force Annual Software Maintenance plan
- Annual fee: 10% of software license fee (minimum USD 900)
- Term period: 1 year minimum
- Support entitlement: 1 issue per USD 150 in Software Support fee paid
- Types of support included: Email, phone, remote access, web collaboration
- Initial response time (business hours): 8 [SL1/Critical], 12 [SL2/Major], 24 [SL3/Minor], 32 [SL4/Low]
- Support business hours: 9am-5pm ET M-F (excluding holidays)
- Emergency on-call 24x7x365 support (for Severity Level 1 issues only): Not Available (requires Gold level plan at minimum USD 10,000)
- On-site support: Not included (available as an option, but generally not necessary)

The Silver level Annual Software Support plan entitles you to technical support for the licensed software for the term period or until the support entitlement as defined above has been consumed, whichever occurs first. This plan may be renewed at the end of the term or after the support entitlement has been consumed at the rates and terms available at the time of renewal. All Annual Software Support plans require a concurrent in-force paid subscription to an Annual Software Maintenance plan for the software licensing covered.

Silver level Annual Software Support plans include support via email, phone, remote access, and web collaboration. On-site services are not included with this plan and are generally not necessary. On-site services are available under special circumstances for USD 1500 per day plus expenses.

Response time targets in business hours are 8 for Severity Level 1 (SL1) - Critical impact, 12 for SL2 - Major impact, 24 for SL3 - Minor impact, and 32 for SL4 - Low impact. Support business hours are 9a-5p ET M-F (excluding holidays). Emergency on-call 24x7x365 support is not available with this plan.

The products and services provided by ExceleTel which are covered under a support agreement are often sub-components of other systems or software which provides the primary business functionality. They also tend to require client provided infrastructure and components such as networking, servers, PCs, and so forth. Although ExceleTel will help with reasonable diagnostic efforts, it is important to note that one or more of your other vendors or other internal resources may be required to resolve or help resolve issues which seem to be originating with or are impacted by other systems, components, or infrastructure not provided by ExceleTel. In these cases, when a suspected root cause is outside of ExceleTel's control, ExceleTel reserves the right to downgrade the Severity Level but will re-engage when appropriate to help client internal resources or other vendors with their diagnostic efforts, or to help validate the overall solution to an issue.

Note that some issues may be much more effectively diagnosed and/or resolved with, or may even require the use of, remote access or web collaboration technology which would allow ExceleTel to at least view and possibly control the system hosting the ExceleTel provided components. Client shall provide or allow this access when required and shall monitor ExceleTel's actions (and/or assist ExceleTel if required).

Support services are provided on a best effort basis. Because of the factors that may be beyond our control, we can not guaranty resolution to issues involving 3rd party products or services.

Annual Software Support - Bronze Plan

- Prerequisites: Concurrent in-force Annual Software Maintenance plan
- Annual fee: 5% of software license fee (minimum USD 600)
- Term period: 1 year minimum
- Support entitlement: 1 issue per USD 150 in Software Support fee paid
- Types of support included: Email only (phone, web, remote available by appointment for additional fee)
- Initial response time (business hours): 16 [SL1/Critical], 24 [SL2/Major], 32 [SL3/Minor], 48 [SL4/Low]
- Support business hours: 9am-5pm ET M-F (excluding holidays)
- Emergency on-call 24x7x365 support (for Severity Level 1 issues only): Not Available (requires Gold level plan at minimum USD 10,000)
- On-site support: Not included (available as an option, but generally not necessary)

The Bronze level Annual Software Support plan entitles you to technical support for the licensed software for the term period or until the support entitlement as defined above has been consumed, whichever occurs first. This plan may be renewed at the end of the term or after the support entitlement has been consumed at the rates and terms available at the time of renewal. All Annual Software Support plans require a concurrent in-force paid subscription to an Annual Software Maintenance plan for the software licensing covered.

Bronze level Annual Software Support plans include support via email only. Phone, remote access, and web collaboration are not included (but may be required to troubleshoot or resolve some issues). During the term of this plan, support by phone, remote access, or web collaboration is available by appointment at a 15% discount from the published rates at the time of the request. On-site services are not included with this plan and are generally not necessary. On-site services are available under special circumstances for USD 1500 per day plus expenses.

Response time targets in business hours are 16 for Severity Level 1 (SL1) - Critical impact, 24 for SL2 - Major impact, 32 for SL3 - Minor impact, and 48 for SL4 - Low impact. Support business hours are 9a-5p ET M-F (excluding holidays). Emergency on-call 24x7x365 support is not available with this plan.

The products and services provided by ExceleTel which are covered under a support agreement are often sub-components of other systems or software which provides the primary business functionality. They also tend to require client provided infrastructure and components such as networking, servers, PCs, and so forth. Although ExceleTel will help with reasonable diagnostic efforts, it is important to note that one or more of your other vendors or other internal resources may be required to resolve or help resolve issues which seem to be originating with or are impacted by other systems, components, or infrastructure not provided by ExceleTel. In these cases, when a suspected root cause is outside of ExceleTel's control, ExceleTel reserves the right to downgrade the Severity Level but will re-engage when appropriate to help client internal resources or other vendors with their diagnostic efforts, or to help validate the overall solution to an issue.

The Bronze plan is not recommended for use with production mission critical systems or other needs which may be time sensitive. In general, the Bronze plan is not recommended when more than a very few client provided or third party components might be involved in any diagnostic or resolution efforts.

Note that some issues may be much more effectively diagnosed and/or resolved with, or may even require the use of, remote access or web collaboration technology which would allow ExceleTel to at least view and possibly control the system hosting the ExceleTel provided components. Client shall provide or allow this access when required and shall monitor ExceleTel's actions (and/or assist ExceleTel if required). With the Bronze plan this also requires a separate fee as mentioned above.

Support services are provided on a best effort basis. Because of the factors that may be beyond our control, we can not guaranty resolution to issues involving 3rd party products or services.