

BusinessOptix Subscription Support Policy

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BusinessOptix Subscription Support Policy

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1 BusinessOptix Subscription Support Policy

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Version 2.0
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Details

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2 BusinessOptix Maintenance and Support

BusinessOptix shall provide the Support Customer with all releases of the supported product released during the term for which Maintenance and Support fees have been paid.

BusinessOptix shall answer questions from the Support Customer's designated **Technical Support Contact/s** (Primary Support Contacts identified in Library groups) regarding problems in operation of the Software, which differ from functionality described in the documentation, via an appropriate medium (email/help-desk or telephone), according to the escalation procedures set forth below.

BusinessOptix shall use commercially reasonable efforts to correct any defects in the Software reported by the Support Customer's designated Technical Support Contact/s and confirmed by BusinessOptix in accordance with the priority level assigned to the defect by the Support Customer, as described in the **Escalation Procedures** set forth below.

BusinessOptix has no obligation to provide Maintenance and Support directly to the Support Customer's customers.

2.0.1 BusinessOptix Account Manager

BusinessOptix will identify an Account Manager for all customers, in a suitable region (currently UK or US office based). This Account Manager will hold be responsible to the client for support needs and will be the escalation point for any urgent matters, concerns or issued regarding Support Levels.

2.0.2 Technical Support Contacts

Support Customers will provide a Technical Support Contact/s who will be available to receive technical support from BusinessOptix. All requests for Support must be made by a designated Technical Support Contact. Technical Support Contacts must be knowledgeable in the use of the Software and the Support Customer's operating environment.

The Support Customer may replace a Technical Support Contact upon written notice to BusinessOptix Support. To maintain the Technical Support Contact/s a group will be maintained in the customer library named Support Contacts.

In order to provide timely service to Support Customer, BusinessOptix may begin working on an issue reported by an unauthorised contact on a case-by-case, exception, basis, subject to later verification and involvement of a Technical Support Contact. Any such support provided by BusinessOptix will not waive BusinessOptix's right to refuse to perform Support for the Support Customer in the future if an unauthorised person requests.

2.0.3 Online Support Process

BusinessOptix Support shall accept information requests and issue reports via email (to helpme@businessoptix.com) from a Technical Support Contact.

BusinessOptix will respond, by email, to any reported issue or request for information within 1 business day.

For Business Critical or Service Restriction issues (see **Escalation Procedures** below), BusinessOptix Support will attempt to contact the Technical Support Contact directly by telephone.

As per the Time-Zones/Region section below the BusinessOptix team is Global and tickets will be triaged and processed by the most appropriate members of the team depending on criticality, location and other factors.

2.0.4 Issue Resolution

The Technical Support Contact/s shall:

- Provide sufficiently detailed descriptions and examples of any malfunctions in the form requested by BusinessOptix support,
- Assist BusinessOptix Support's efforts to duplicate any reported issues.

There are several ways an issue can be resolved:

- The support specialist is able to determine the cause of the problem, and explain the steps necessary to resolve the issue.
- The support specialist is unable to determine the cause, and escalates to second level support until a solution is found.
- The problem is determined to be a bug, and the support specialist attempts to find a solution to the problem, whilst BusinessOptix works on a permanent Software solution.
- The problem cannot be reproduced, but is logged and addressed again when further information becomes available.

Once a resolution has been reached, the inquiry is not closed until BusinessOptix Support receives a confirmation email approving the inquiry resolution. If a Support Customer needs to test the solution, the inquiry can be suspended for two days; the inquiry can be reopened if the Support Customer then notifies BusinessOptix that the problem continues. If BusinessOptix does not hear from the Support Customer within the two day period, the inquiry will be closed and the matter will be understood to be resolved.

2.0.5 Escalation Procedures

BusinessOptix shall respond to defects according to the priority indicated in the following chart. The Support Customer may determine the priority level of each error reported.

Priority	Definition	BusinessOptix Actions	SLA
1 (Business Critical)	Any issue involving a serious disruption to a Support Customer's business	<ol style="list-style-type: none"> 1. Notify senior management; 2. Assign a senior engineer to investigate the defect; 3. Commence work to provide the Support Customer with a work around or fix; 4. Provide the Support Customer with periodic reports on the status of the resolution; 5. Use commercially reasonable efforts to include a fix for the defect in the next Maintenance Release. 	<ol style="list-style-type: none"> 1. Initial Response: 2 Hours 2. The service/functionality will be restored within 24 hours 3. For DR procedures refer to this document: Link
2 (Service Restriction)	Any issue that materially restricts the customer's use of the Software	<ol style="list-style-type: none"> 1. Notify the support manager; 2. Assign an engineer to investigate the defect; 3. Provide the Support Customer with periodic reports on the status of the resolution; 4. Use commercially reasonable efforts to include a fix for the defect in the next Maintenance Release. 	<ul style="list-style-type: none"> • Initial Response: 24 Hours
3 (Minor Impact)	Any issue that causes only a minor impact on Support Customer's use of the Software and/or a defect for which a work around is available.	<p>BusinessOptix Support shall:</p> <ol style="list-style-type: none"> 1. Provide the Support Customer with details of any available work around; 2. At its own discretion, include a fix for the defect in the next release. 	<ul style="list-style-type: none"> • Initial Response: 48 Hours

2.0.6 Time-Zones/Regions

BusinessOptix' Support team operates in two regions, the United States of America (CST) and the United Kingdom (BST). This provides for extended hours and support to customers across the globe and as stated above tickets received are pooled and managed by the full team to ensure adherence with SLA's and the best possible support for our customers.

Monitoring for Business Critical and Platform issues is carried out 24/7.

3 Software Support and Updates

3.0.1 Supported Software

BusinessOptix provides the following types of release:

1. A **Major Release** is a major enhancement to the Software, which is identified by the first numeral in the version number (e.g. a change from version **1.1.2** to **2.0.0**). Major releases typically arrive every 12 to 18 months.
2. A **Point Release** is a minor enhancement to the Software, which is identified by the second numeral in the Software version number (e.g. a change from version **1.1.2** to **1.2.0**). Point releases typically arrive every 3 to 12 months.
3. A **Maintenance Release** provides bug fixes, and is identified by the third numeral (e.g. a change from version **1.1.2** to **1.1.3**). Maintenance releases typically arrive more frequently.

BusinessOptix supports the most current major releases and all related point and maintenance releases, and the most recent maintenance release of the previous major release, as of the effective date.

BusinessOptix will have no obligation to support any other release.

3.0.2 Access to Software Releases

Releases are applied automatically and at no additional cost directly by BusinessOptix. *Support Customers are notified via the e-mail details provided by the customer - based on their registrations on the support site - of the status of these Releases. Support customers must be current on all maintenance and support fees to receive any release of the Software.* Payment of subscription fees does not entitle support customers to new products released by BusinessOptix, or to new extensions to existing products that provide new functionality but are not part of the normal Release.

4 Exclusions and Termination of Maintenance and Support

4.0.1 Exclusions Obligations

BusinessOptix is not obligated to provide any support in the following situations:

1. The software has been changed, modified or damaged by a Support Customer (except if under the direct supervision of BusinessOptix).
2. The problem is caused by a Support Customer's negligence, hardware malfunction or other causes beyond the reasonable control of BusinessOptix.
3. The problem is caused by third party software not licensed from BusinessOptix.
4. The Support Customer is utilising a release of the software that is not supported by BusinessOptix (as specified above). This point remains relevant only to customers still using the Desktop Author application.
5. The Support Customer has not paid the applicable maintenance and support fees.