

HCL Support Guide

Support and Maintenance

Terms

06 May 2020

1 Introduction to HCL Support

HCL Support's commitment to customers

HCL believes that having your trust in our ability to handle your business needs is a privilege and a responsibility. As your solutions provider, HCL strives to maintain this trust by providing quality support that enables you to concentrate on your core business issues.

HCL software Support has a global team of highly skilled professionals who are dedicated to helping you succeed with HCL products. The Support team's goal is to provide exceptional service and is eager to help you resolve your HCL software problems.

Scope of Support

Definitions

"Ancillary Services" means any consulting, advanced or on-site support, or other professional services related to the implementation, configuration, or use of the Programs (not including Program Support) or related to custom changes in the Programs.

"New Version" means any modifications or additions to the Programs that add material new features or functionality (and are not merely incremental improvements to existing features), that are not classified by HCL as Updates.

"Program(s)" means the object code of the software and all accompanying documentation delivered to the customer, including all items delivered by HCL to Customer under support, but excluding commercial Third Party Software except as expressly provided herein.

"Reseller" means any entity that is properly authorized to resell the Support Services.

"Services" means Ancillary Services and Support Services.

"Service Description" means the description of the features and functionality of the Support services.

"Support" means the Support Services available for the program as specified in the Agreement and/or an Order.

"Support Fee" means the fees paid for Support Services of the Programs as specified in an Order..

"Support Services" means the provision and maintenance and support of HCL applications of the program configured and operated for use by customer, including availability of documentation, updates and (wherever applicable) new versions of the program and as described within this document.

“**Third Party Software**” means third party software, libraries and components incorporated in or included with a Program.

“**Updates**” means modifications, bug-fixes, corrections, or minor enhancements to the Programs to correct problems, errors or deficiencies, provide other incremental updates and corrections, or are identified by HCL as mandatory changes to the Programs.

Obtaining Technical Support

The support for the Programs is available through phone, web and email. Below are instructions for how to reach support, escalation, and what information to have ready when contacting HCL to ensure best time to resolution.

Support Methods

There are three ways to reach and get Support:

- E-mail: cs-prime-home@hcl.com
- Online: <https://support.hcl-icex.com>
- Phone Support:

| Countries | Toll free number |
|-------------|-------------------|
| USA | +1 844-471-7005 |
| UK | +44 808 169 4572 |
| Canada | +1 855-973-0725 |
| Germany | +49 800 1830406 |
| Ireland | +353 1800 904 811 |
| Netherlands | +31 800 0232981 |
| Switzerland | +41 800 838 212 |
| Belgium | +32 800 79 607 |
| Israel | +972 809 455 123 |
| Portugal | +351 800 780 758 |

Tips for Opening a Support Request

The below tips help to maximize efficiency and contribute to timely resolution of a problem:

- Have Support Contract ready.** A valid Support Contract is required in connection with all methods of contact above which entitles the registered user to request support.

- b) **Enter a complete problem description.** Provide a complete description of the problem. Include as much detail as possible to improve response times and efficiency. At minimum, please include:
- I. The problems or issues being reported
 - II. When and how the trouble began
 - III. What attempts have been made to resolve the issue
 - IV. Provide the URL and version of the Program in question
 - V. Make/model of the end device(s) involved (if applicable)
 - VI. If there is a particular device MAC address or Subscriber ID that is central to the issue, then please provide;
 - VII. Browser details (name and version) when applicable; and
 - VIII. Any other information you believe would be helpful.
- c) **Regarding attachments:** Be selective. If there is an e-mail that succinctly covers the problem, paste that into the support request. Please provide only the necessary information to clearly show the problem/issue. For example, if just two sentences of a three-page e-mail exchange cover the necessary info, please add only those two, key sentences to the support request. Also include any useful screenshots, if available.
- d) **Specify Contact information:** If Customer Contact information differs from what HCL may have on file, please include details for reaching Contacts or other key Parties for questions and updates regarding this support request.
- e) **Remote Access:** If Support requires access to networks or systems on Customer's premises, HCL will need remote access enabled to assist with troubleshooting.

Obtaining Documentation

Program Documentation is available for immediate download at the following link:

<https://support.hcl-icex.com>

and

<https://www.hcltech.com/ERX/Telecom-and-5G/iCEX-DeviceMgmt#support>

Support Guide Updates

We are constantly working to develop new services. We may also change our practices over time as our business and technology evolve, and this may involve changes to the way we provide services. As a result, we may update this HCL Support Guide from time to time.

If we materially change our Support Guide, we will take steps to inform you of the change through notifications on our website. If you continue to use our websites, applications, and online services after the date any revised Support Guide comes into effect, you will be deemed to have read and agreed to the revised Support Guide.

The date on the cover page of this Support Guide shows when it was last updated and published.

2 On-Site Support

No On-Site Support

Support does not include any on-site diagnosis or on-site problem resolution. As available, and by mutual agreement of the Parties in an Order, Statement of Work or other document signed by both Parties, on-site support may be provided by HCL at its then current standard hourly rates and any reasonable travel expenses that may be required.

Alternatively, HCL may provide on-site Support as it deems reasonably necessary in its sole discretion to correct problems in accordance with the resolution times set forth in this Support Guide. Expenses incurred by HCL in connection with such support shall be reimbursable as provided in “Expenses” below.

On-Site Responsibilities

If on-site support is provided by HCL:

Performance of Services

HCL shall perform on-site Support services in a proper, safe and secure manner to prevent loss, injury or damage to Customer’s property, to the site and to lives or persons, and shall comply with all applicable safety laws, rules and regulations of any governmental authority, and with all reasonably safety procedures which Customer provides to HCL in connection with the performance of on-site Support.

Security Regulations

Subject to notice, HCL shall comply with Customer’s rules in effect at any time governing the admittance of HCL’s employees to Customer’s sites and their identification while there.

Expenses

HCL’s expenses, including travel and living expenses, shall be borne by HCL, except that those reasonable expenses which are incurred (i) during the course of Ancillary Services or in remedying an issue that is not a problem from the scope of Support Services or that is excluded from Support as provided in this document, or (ii) which do not result from Programs, shall be paid by Customer. Upon Customer’s request, Consultant will notify Customer of estimated out-of-pocket charges before they are incurred.

3 Service Descriptions - Support Terms

Levels of Support

| Definitions | Description |
|--------------|--|
| Level 1 (L1) | <ul style="list-style-type: none"> Basic help desk support to resolve queries with support documents. Classify the problem and identify the application / team that the problem should be handed over to. |
| Level 2 (L2) | <ul style="list-style-type: none"> Support involves answering application queries, analysis of issues, resolving minor problems that don't require code changes, and suggesting procedural changes to resolve issues. If no solution is available, Level 2 personnel escalate to Level 3. |
| Level 3 (L3) | <ul style="list-style-type: none"> In depth analysis of the issue by experienced and knowledgeable technicians, based on initial analysis from Level 2. Deciding on the best course of action to resolve the issue. Developing, testing, and delivering code changes, patches, or workarounds to fix the issue. |
| Level 4 (L4) | <ul style="list-style-type: none"> Escalation beyond the Support organization, for example to the original developers in R&D or involving external third parties and Center of Excellence (COE) in the problem investigation and resolution. |

If the Customer has purchased Support through an HCL Reseller, L1 and L2 support for the solution involving Reseller and HCL product components is done by that Reseller. The Customer will have a contract with the Reseller for Support, and the Reseller will route or escalate the case to HCL, for HCL product components, on the Customer's behalf as required.

Support Details

HCL shall provide Support for the programs as defined here below:

- HCL Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, e-mail and web case submission for Programs use and troubleshooting issues.
- Manage problems according to the HCL Support response time guidelines.
- Access to <https://support.hcl-icex.com> that provides Customer with helpful technical and general information on the Programs as well as access to HCL's on-line Software Center library.

 Please note that access restrictions identified by HCL from time to time may apply.

- Programs Updates:

- Work-around solutions or patches to reported Programs problems using commercially reasonable efforts shall be provided. Programs Software patch for on premises software, a Maintenance Release will be made available for download from <https://support.hcl-icex.com> (as available).

- Major, Minor and Maintenance Releases:

For Programs that runs on Customer's premises or in a Customer controlled environment, the Application Software releases and supporting Documentation are available on the <https://support.hcl-icex.com>. Applicable supporting Documentation, if available, shall be made available for download on <https://support.hcl-icex.com>.

Problem Resolution Process

The problem resolution process will vary according to the severity of the reported problem and the Parties shall work collaboratively to arrive at a problem resolution guideline to further clarify and facilitate the inter-company process for problem resolution as per the levels of support. Once a request is received and verified to be a problem with the Programs, HCL and Customer will perform the problem resolution activities as summarized in Figure 1 to manage the problem to resolution, and HCL will escalate problems that are not resolved, according to the HCL Escalation Guidelines. Customer shall cooperate with HCL in every reasonable way (including by fulfilling Customer’s responsibilities in Section 6) and shall not hinder HCL’s ability to achieve problem resolutions within the designated timeframes.

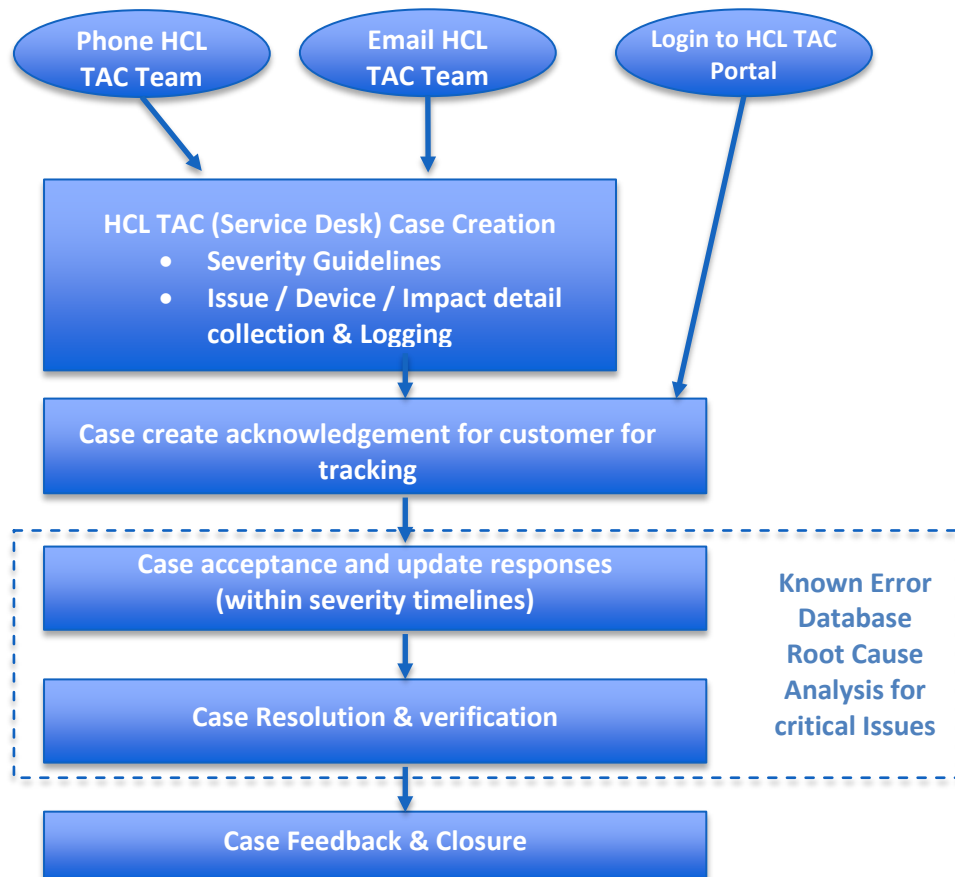


Figure 1: Problem Resolution Activities

Programs Support Severity Guidelines

Severity Levels:

The severity level of a Customer- reported problem may be set in good faith by the Customer at the time the problem is reported according to the following criteria, but is subject to change based on the findings of Tech Support and the provision of any workaround reducing the severity level of a problem:

| Severity Level | Impact | Description |
|----------------|-----------------------------------|---|
| Severity 1 | Major or Critical Business Impact | The Program is completely unavailable or there is a critical or problem error (<i>i.e.</i> , non-functional) in the primary functionality of the Program (<i>e.g.</i> , in any one feature of the Program used by all of Customer's front-line agents). |
| Severity 2 | Moderate Business Impact | There is a serious error in the primary functionality of the Program (<i>e.g.</i> , in the availability to access modem volume used by any Customer administrative task). |
| Severity 3 | Minor Business Impact | There is a minor error or problem in a non-primary (<i>e.g.</i> , reporting) component of the Program. |
| Severity 4 | Question or Request | Customer requires information or assistance on Program capabilities, installation, or configuration. |

Programs Support Response Time

Response time is defined as the time from when a case has been submitted in the case management system by Customer to the time when an HCL support engineer has made contact regarding the issue reported in the case. The following table outlines the objectives that HCL strives to achieve to respond to submitted cases based on their case severity. In some cases, the assigned cases severity may be adjusted to align with the Programs Support Severity Guidelines.

| Problem Severity Level | Response Time Objective | Problem Resolution Activity |
|------------------------|---------------------------------------|---|
| Severity 1 | Within 1 hour (< 15 minutes goal) | HCL and customer both will commit full-time resources to resolve the situation. |
| Severity 2 | Within 8 hours | HCL and customer both will commit full-time resources during standard business hours (Monday-Friday 10am-7pm India Standard Time) to resolve the situation. |
| Severity 3 | Within 4 business days | HCL and customer both are willing to commit resources during standard business hours (Monday-Friday 10am-7pm India Standard Time) to restore service to satisfactory levels. |
| Severity 4 | Within 5 business days | HCL and customer both are willing to provide resources during standard business hours (Monday-Friday 10am-7pm India Standard Time) to provide information or assistance as requested. |

HCL Escalation Guidelines

| Elapsed Response Time* | Severity 1 | Severity 2 | Severity 3 | Severity 4 |
|------------------------|--------------------------|--------------------------|--------------------------|-------------|
| 1 Hour | TAC Manager | | | |
| 8 Hours | Program Delivery Manager | TAC Manager | | |
| 24 Hours | Engineering Manager | Program Delivery Manager | | |
| 48 Hours | Engineering Director | Engineering Manager | | |
| 72 Hours | Vice President | Engineering Director | TAC Manager | |
| 96 Hours | | Vice President | Program Delivery Manager | TAC Manager |

* Severity 1 escalation times are measured in calendar hours – 24 hours per day, 7 days per week. Severity 2,3 and 4 escalation times correspond with Standard Business Hours.

4 Support Summary

Problem Support

HCL Program Support provides maintenance and technical support to Customer for the Programs at the location(s) specified in the Order. Support is limited to the current and the immediately prior major release of the Programs (as determined by HCL). As part of Support HCL will use commercially reasonable efforts to provide resolution to each problem submitted by Customer to HCL in accordance with the Support Terms, with a level of effort commensurate with the severity of the problem. For purposes of this guide, “problem” means a reproducible condition that causes the operation of a Program to deviate from its Documentation, so as to impact Customer’s ability to use the Program in the manner described in the Documentation.

Infrastructure

HCL will only support a Program if it is used with third party equipment, operating system, hardware, and third-party software, including database server systems, networks, application server systems, and client systems (collectively, “**Platforms**”) which meet the standards therefore set forth in applicable Documentation. HCL is not obligated to modify its Programs to work around the dysfunction or limitation of Third Party Software or Platform that has not been specified in any of the Documentation as compatible with the Programs, however, HCL may provide such workarounds as Ancillary Services for additional fees. HCL does not Support or take system-level responsibility for the systems that include Programs. Nor does HCL take responsibility for third-party Platforms and Third-Party Software to which Program’s interface. Except as expressly set forth in an Order, Customer is required to provide access to all Platforms and infrastructure required for operation of the Programs and the provisions of Support, including providing a suitable operating environment in accordance with the guidelines specified by the suppliers or manufacturers of such components and Platforms.

Remote Support

Customer shall provide HCL with remote access to the Programs (at no charge) as necessary to perform remote Support. Remote access will be in the form of a site-to-site Virtual Private Network (VPN) connection to the servers containing the Programs. VPN access will be always-on and available to HCL, 24 hours per day, 7 days per week unless prevented by an event outside of Customer’s control. HCL will comply with reasonable policies regarding access to Customer’s facilities, systems and data, including remote access policies of Customer of which it is notified.

For any support provided by HCL, HCL’s published Privacy Statement (<https://www.hcltech.com/privacy-statement>) and Data Processing Terms (<https://www.hcltech.com/ERX/Telecom-and-5G/iCEX-DeviceMgmt/CommercialDocs>) shall apply.

5 HCL Responsibilities

HCL Technical Assistance Center (TAC)

The HCL Technical Assistance Center (TAC) will assist Customer regarding Program questions and problems. TAC has access to numerous resources to provide answers or to escalate problems, if necessary.

Tracking of Problems

HCL will respond to problems reported by the contacts that have been identified and agreed upon by the Parties (“**Contacts**”). All problems reported by a Contact will be logged by a Tech Support engineer and assigned a tracking number. Customer will be notified of the tracking number and should use this number in all future communication with HCL relating to such problem. HCL may close a trouble ticket without resolution if HCL has not received a response from Customer within ten (10) or more business days. HCL will notify Customer that the issue has been closed and Customer must contact HCL to re-open the issue.

Problem Resolution Definition

Problem resolution means any of the following:

- a) A mutually agreed upon temporary change in the procedures followed, or data supplied, in the use of the Program that mitigates the problem sufficiently to allow an impaired, but functional, use of the Program until one of the remaining resolutions is achieved as follows; or
- b) A correction of a problem by HCL and delivered to Customer, in the form of a tested “patch,” an Update, a compatible release of the Program, or a New Version, that resolves the problem without causing additional problems; or
- c) HCL demonstrates, to the other party’s reasonable satisfaction, that the problem has been resolved by a correction or clarification to the Documentation; or
- d) HCL demonstrates, to the other party’s reasonable satisfaction, that the problem does not arise out of a failure of the Program to substantially comply with the Documentation; or
- e) HCL demonstrates, to the party’s reasonable satisfaction, that the problem is caused by Third Party Software or platforms or a Customer operating system, network, hardware, or services not covered by this Agreement; or
- f) The parties agree that further effort to resolve the problem is not warranted. Such consent shall not be unreasonably withheld.

Program Maintenance

If Customer has paid applicable Support Fees, HCL will provide to Customer Updates and New Versions as follows:

- a) **Updates.** HCL will, in its sole discretion, issue periodic Updates to the then-current release (as determined by HCL) of the Programs, and prior releases, without additional charge to Customer so long as Customer timely pays Support Fees. Such Updates will not be issued on any regular basis. If the solution to a Customer-reported problem has already been made in a release later than the release Customer is then using, then the solution to the Customer-reported problem will require Customer to migrate to the release in which the problem has been resolved. Except as otherwise set forth in an Order, Statement of Work or other agreement by the Parties, Customer will be responsible for installing and implementing each Update. HCL will provide Customer with documentation regarding any specific installation requirements for the Update.
- b) **New Versions.** Unless expressly provided otherwise in an Order, New Versions are not included as a part of Support.
- c) **Changes to Programs.**
 - i. **Generally Available Changes.** HCL will determine in its sole discretion the content and timing of all Updates.
 - ii. **Custom Changes.** Customer may request that HCL make custom changes in the Program used by Customer. HCL will make such changes as Ancillary Services to the extent agreed in a separate Order, Statement of Work or other agreement by the Parties that sets forth the Fees, specifications, and schedule for such changes. Unless specified in the Order or Statement of Work, Customer grants to HCL and its Affiliates the unrestricted, royalty free, perpetual, fully paid-up, irrevocable (on any basis whatsoever) worldwide right to incorporate such requested or developed changes into the Programs used for other customers or to otherwise use resulting work product in any way HCL determines without any obligation to Customer whatsoever.
 - iii. **HCL Roadmaps.** From time to time HCL may reference or share information with Customer about future technology, such as products and features under development that are not generally available from HCL today. Because this technology is in various stages of development, all information concerning this future technology, including whether HCL will continue development, its availability, pricing, and included features are subject to change without notice and will only be offered on a when and if available basis.

6 Customer Responsibilities

The provision of the Programs Support by HCL assumes that the Customer will facilitate Support as follows:

- Provide, at Customer's expense, reasonable access to the on-premises Product through the Internet to establish a data communication link between Customer's environment and the HCL TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days' written notice to HCL of any changes to the on-premises production environment of Programs instance. Services will be provided to Customer beginning thirty (30) days after receipt of your notification.
- Provide maintenance window(s) as requested by HCL Support team for maintenance release, minor software updates, major software upgrades and for assessment and troubleshooting of the issues raised by Customer.
- Manage the operations of the on-premise installation and infrastructure. Shall provide necessary support as requested by HCL to monitor KPIs or other parameters required for troubleshooting the issues reported by the Customer.
- Provide valid and applicable license, authentication or other information to identify the purchase of Programs for which problems and issues are reported to HCL or where Customer is seeking information from HCL in connection with Programs use. HCL may also require Customer to provide additional information as needed to address the issues reported by the Customer.
- When requested, provide HCL with a list of all personnel that Customer has authorized to contact HCL or access <https://support.hcl-icex.com> for Support and to download Programs from <https://support.hcl-icex.com> . Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.
- Update to the latest Software release and latest third-party Software release, if recommended by HCL to correct reported problems.
- Pay all engineering time, travel costs, and out-of-pocket expenses if Customer requests performance of onsite Services outside the scope of Support described in this document.
- Provide any hardware required to perform fault isolation.
- Update Support contract information to reflect the latest Major and Minor release deployed on their premises.
- Make all reasonable efforts to isolate the Programs problem prior to requesting support from HCL.
- Acquire, install configure and provide technical support for Third-party Products, including upgrades required by HCL or related services; and for Network infrastructure, including, but not limited to, local and wide-area data Networks and equipment required by HCL for operation of Programs.

- HCL shall provide Support as defined in Section 4 (Support Summary). If additional services are requested by Customer, HCL shall submit a price quote for such services. Once the price quote is accepted by Customer, HCL shall deliver those services as agreed mutually.
- Some capabilities for delivering On Premises services requires the Customer to allow telemetry data to be shared with HCL. The Customer must agree to this in order to have the services delivered. This data will only be utilized for purposes of providing Support.
- Designate software users, IT admin and help desk to attend and participate in training and support process reviews, when applicable.
- Customer's designated Programs users will complete any necessary training made available by HCL that are recommended.
- Advise HCL of Customer standard operating procedures related to its business practices, its internal operational nomenclature and Environment to allow HCL to discuss cases with Customer in the context of Customer's business environment.
- Provide a severity level as described in the section Programs Support Severity Guidelines for all the problems reported by Customer.
- Provide valid and applicable serial numbers for all Program problems and issues reported to HCL or where Customer is seeking information from HCL in connection with Program use. HCL may also require Customer to provide additional information in the form of location of the Program, city location details, and zip code information.
- Make reasonable efforts to assist HCL in identifying, isolating and duplicating a problem, and allow HCL reasonable access to the Programs and the supporting Platforms, equipment, systems, documentation, and services, as necessary to perform Support services.
- Have an enough knowledge of the Platforms, of the programming language, if any required, and of the Programs, to use the Programs with the Platforms.
- Be responsible for standard maintenance and installation of any common carrier equipment or communication service related to the operation of the Programs that is not furnished by HCL.
- Be responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or HCL, which arise out of the performance of Support.
- Be responsible for performing all Programs back-ups in accordance with published Documentation, and all necessary data backups.

7 Exclusions

Eligibility of Programs

Only unmodified Programs are eligible for Support (unless authorized in writing in advance by HCL) and provided that Customer has paid all Support Fees due for Program Support, and Customer has complied with its obligations hereunder.

No Training

Except as otherwise set forth in an Order, Statement of Work or other agreement between the Parties, Support does not include training on the Programs, Third Party Software or Platforms.

Specific Exclusions

HCL will have no obligation to provide Support for any problem, failure or defect in the Programs caused by: (a) the misuse of or damage to the Program; (b) modifications to the Programs not made by or authorized in writing in advance by HCL; (c) combination or use of the Programs with other software or hardware not provided or approved in writing by HCL; (d) use of the Program in an operating environment other than that described in the Documentation; (e) on-site Platforms, facilities and systems which do not meet the standards set forth in any of the Documentation; (f) Customer's failure to implement all Updates which are provided or offered to Customer; or (g) interconnection of the Programs with other software or hardware products not supplied by HCL except as expressly prescribed in the Documentation. HCL reserves the right to charge for any work performed by HCL that was found to be caused by a breach of any of these exclusions. Charges will be made at HCL's then-current standard hourly rates.

EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT HCL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, PERFORMANCE, DURABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

No Restoration

Support does not include any labor to restore any version of the Program other than versions which are under Support at the time of the Order, or efforts to restore data beyond the most recent backup.