



## SERVICE AGREEMENT OVERVIEW

Two tiers of service are available for maintaining Genesis software solutions. This document outlines provisions included in the Essential Service Agreement (ESA) and the Premium Lifecycle Agreement (Lifecycle).

Service Provided:	Premium Lifecycle Agreement	Essential Service Agreement
Multi-Year pricing and renewal incentives	✓	✓
Phone, email, & remote in assistance 8am – 5pm, Monday – Friday, Central Standard Time	✓	✓
24/7 “On-Call” availability for Level 1 issues (see item 7)	✓	✓
Software updates and version upgrades	✓	✓
Hardware refreshes to meet software upgrade requirements	✓	
Hardware warranty extensions for uninterrupted access to next business day on-site repairs by Dell rep	✓	
Onsite services for ATIA system hardware refresh (OTA & GW3-TRBO remote upgraded)	✓	
3 <sup>rd</sup> party software replacement should obsolescence occur (Microsoft, SQL, and Office as applicable)	✓	
Training on latest features following version upgrades	✓	
Quarterly Preventative Maintenance checks on overall Genesis system health (Must provide remote access for PM checks)	✓	

### 1. Essential Service Agreement includes:

- 1.1. Software upgrades: Professional Service fees may apply for circumstances requiring urgency from the Technical Support team. Possible causes: gap of 2 or more versions to latest release poor remote connectivity, above-average database size. A quote will be provided prior to an upgrade.
  - 1.1.1. Hardware replacement or modification to meet Genesis software spec requirements, is not included. Hardware can be purchased through Genesis or sourced privately.
- 1.2. Renewal rates: A percentage of the current list price value of all Genesis software products running at a customer location. If the customer takes products out of commission or adds new ones, Genesis will adjust the rate accordingly.
  - 1.2.1. Multi-year follows single year pricing structure with industry standard increases built-in and presented as a median annual rate to aid in budgeting and predictability. Price incentives are available when purchasing in full up front. Should Genesis rates increase above the quoted rate, the customer is protected.
- 1.3. Hardware support provisions: Genesis provided PC’s and Servers include a warranty through the manufacturer. The warranty is 5 years from the date it leaves the manufacturer’s facility and time

elapsed in Genesis inventory as well as field deployment are included in the manufacturer warranty term. All hardware issues should be directed to the manufacturer. Each PC and Server is labeled with warranty expiration and the technical support phone number of its manufacturer. Should hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed. ESA does not include hardware replacement; however, hardware replacements can be purchased separately through Genesis. If sourcing hardware privately is preferred, Genesis can provide spec requirements for the current software release.

- 1.4. Onsite Services and Training: Training of new or existing employees on the use of Genesis software products are not included. A quote can be provided for these services upon request.

## **2. Premium Lifecycle Agreement Includes:**

- 2.1. Software upgrades: All applicable fees for software upgrades are included.
  - 2.1.1. All hardware and 3<sup>rd</sup> party software needs are included unless specifically noted.
- 2.2. Renewal rates: Median annual rate which follows the multi-year pricing structure. Price includes ESA and all additional Lifecycle provisions. Should early termination occur, a balance due may apply for any goods or onsite services provided. Incentives are available when paid in full up front.
- 2.3. PC & Server hardware provided by Genesis includes a 5-year Dell manufacturer warranty with replacement scheduled prior to warranty expiration.
  - 2.3.1.1. All hardware issues are to be directed to the manufacturer.
  - 2.3.1.2. Each PC and Server is labeled with warranty expiration and manufacturer support phone number.
  - 2.3.2. Should a hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed.
  - 2.3.3. Any hardware specifically noted and/or omitted in a Lifecycle Agreement will be the customer's responsibility.
- 2.4. Training: Supplemental training is included with Lifecycle at no additional cost following each upgrade to highlight new features and functionality in the latest release.
  - 2.4.1. Training of new or existing employees on the general use of Genesis software products can be quoted separately upon request.
- 2.5. Onsite services are included for GenWatch3 ATIA.
  - 2.5.1. One onsite trip is provided for each hardware refresh, unless specified in the quotation (please refer to quotation for specific details).
  - 2.5.2. Travel booked within 1 month of visit may be subject to additional surcharge.
  - 2.5.3. Genesis reserves the right to charge additional day rates plus travel costs that might be incurred due issues beyond Genesis' control. This includes but is not limited to:
    - 2.5.3.1. Network connections not set up and/or ready
    - 2.5.3.2. Hardware issues
    - 2.5.3.3. Any lack of customer readiness causing Genesis to wait on site.
    - 2.5.3.4. Any lack of customer readiness causing Genesis to cancel the trip and return at a later date.
  - 2.5.4. GW3-TRBO or GenWatch3 Over-The-Air do not come with onsite services unless requested during the quoting and purchase process (please refer to quotation for specific details).
- 2.6. Preventative Maintenance: When remote connectivity is available, the Genesis Technical Support staff will perform a Preventative Maintenance check for the overall health of the Genesis system approximately every 3 months.

### 3. Expired Agreement:

- 3.1. It is the customer's responsibility to maintain a Service Agreement at all times. Should a lapse in coverage occur:
  - 3.1.1. All support services will be postponed until a payment method has been determined.
  - 3.1.2. Genesis will provide a renewal quote to the financial decision maker.
- 3.2. If the renewal is declined:
  - 3.2.1. Customer incurs an incident fee which includes up to one hour of support.
  - 3.2.2. Any support beyond the first hour is charged in 30-minute increments.
  - 3.2.3. If a more current Genesis version is required for a fix, a full ESA renewal will be required.
- 3.3. Additionally, the customer will incur a software upgrade fee proportionate to the time the service agreement has been expired which provides eligibility for the latest Genesis software release.

### 4. Coverage Term

Each original software purchase from Genesis includes a designated term of support based on the date of installation. The standard renewal term is 12 months; however, multi-year renewals are available. If a customer purchases multiple Genesis software products at differing times, it will create staggered renewal dates. Genesis can align differing dates during the next renewal process and can also align dates to meet budgeting processes or fiscal year end.

### 5. How to Reach Us:

Voice 1.903.787.7400

Toll Free 1.877.548.0465 (US or Canada)

Monday – Friday, 8am – 5pm, Central Standard Time

Email for tech support: [support@GenesisWorld.com](mailto:support@GenesisWorld.com)

Email for renewals: [renewals@genesisworld.com](mailto:renewals@genesisworld.com)

Website: <https://genesisworld.com/>

### 6. Support Provision occurs in the following order:

**Phase 1 = Support Ticket entry:** A case is entered, technician assigned, and case number is provided to the customer.

**Phase 2 = Problem Source Identification:** The technician assigned to your case will determine if the source of the technical need is generated by:

- Genesis software
- The hardware running the software
- The trunk system feeding the information to the previous elements

The technician determines this through communication with the customer by way of telephone, email, or remote-in access to their system. Most support cases are resolved within this phase.

**Phase 3 = Duplicate Software Activity.** If the reported issue cannot be solved within Phase 2, the Genesis Test Lab will reproduce the error or defect in order to investigate further.

**Phase 4 = Software Development.** If the identified issue requires development, the solution will be provided upon a mutually agreed schedule.

## 7. Severity Levels are defined as:

**Level 1: *Most severe problem: software is totally non-functioning.*** This qualifies as an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. Genesis will provide a “priority first” level of urgency, which allows for 24/7 support until a resolution is provided. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

**Level 2: *Software is functioning with incorrect results.*** This occurs when the software system is usable but incomplete and has a severe impact on use. Genesis will provide a “priority first” level of urgency during standard business hours until a resolution is found. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

**Level 3: *Software functions, but with inconvenience.*** Genesis will provide a resolution for these cases in the order of receipt during standard business hours. If changes to the software are required, modifications will be provided according to Genesis’ scheduled new releases of the software or a mutually agreed upon schedule if urgency is deemed necessary.

**Level 4: *Least severe problem: a cosmetic issue, lack of operator understanding, or system maintenance.*** Genesis will provide a resolution for these cases in the order of their receipt during standard business hours. Modifications to the software will be provided according to Genesis’ scheduled new releases of the software. System maintenance and modifications are scheduled into the support project calendar. System managers are encouraged to coordinate with the Genesis support team well in advance to secure a date within the customer’s preferred timeline.

## 8. Error Definitions

All situations imply the software is being used correctly and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies proper database and hardware maintenance has been performed in accordance with Genesis’ recommendations. Further, it implies the user has made all reasonable effort to resolve the problem, such as checking network connections or checking for appropriate services to be running (if applicable).

## 9. Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will provide support for a minimum of 7 years after the last published release of any of our products. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever comes first.

Mainstream Support is defined as Genesis’ ability to resolve a technical issue with a Genesis product and may require the customer to upgrade in order to properly service the customer.

## 10. Acceptance of terms

Submission of PO based on quotation provided serves as acceptance of the above stated terms and conditions.