

# **X2 CONNECT**

## **NETWORKS SUPPORT SERVICES**

### **PRODUCT DEFINITION**

#### **LEVEL 1, 2 & 3**

Date : 09/08/06

Issue: 6

This is an unpublished work the copyright in which vests in X2 Connect Limited. All rights reserved.

The information contained herein is the property of X2 Connect Limited and is supplied without liability for errors or omissions. No part may be reproduced or used except as authorised by contract or other written permission. The copyright and the foregoing restriction on production and use extend to all media in which the information maybe embodied.

<b>1.</b>	<b>Introduction .....</b>	<b>3</b>
1.1	Level 1 Service Contract.....	3
1.2	Level 2 Service Contract.....	3
1.3	Level 3 Service Contract.....	3
<b>2.</b>	<b>Customer Liaison.....</b>	<b>4</b>
2.1	Contact Numbers.....	4
2.2	Customer's Liaison Manager .....	4
2.3	Incident Database.....	4
2.4	Contract Duration.....	4
<b>3.</b>	<b>Service Warranty.....</b>	<b>5</b>
3.1	Support Contract Service Reviews .....	5
3.2	Service Quality Guarantee.....	5
3.3	Response Time Guarantee.....	5
<b>4.</b>	<b>Service Agreement Features.....</b>	<b>6</b>
4.1	Support Included (Inclusive Hours).....	6
4.2	Management System Health Check .....	6
4.3	Remote Assistance .....	7
4.4	Response.....	7
4.5	In-Territory Assistance .....	8
4.6	Fraud Cover.....	8
4.7	Software Maintenance .....	8
4.8	Product Modification .....	9
4.9	Consultancy .....	9
4.10	Repair of Faulty Payphone Hardware Components .....	9
4.11	Third Party Computer Hardware .....	10
<b>5.</b>	<b>Contractual Notices .....</b>	<b>11</b>
5.1	Scope .....	11
5.2	Commercial Terms and Conditions .....	11
5.3	Contract Effectiveness.....	11
<b>6.</b>	<b>Summary of Annual Benefits .....</b>	<b>12</b>

# 1. Introduction

This document outlines X2 CONNECT support agreements and services.

The service packages are designed to provide high quality support for various populations of payphones/multi-media terminals and their associated OPMS and NETms management systems.

There are three levels of contract cover to allow each operator to select the level of service, which is most appropriate to their individual requirements.

## 1.1 Level 1 Service Contract

This service is the premium tier of X2 Connect support services. In addition to a 24 hour, 7 day remote assistance service (including public holidays), it provides cover for the greatest number of inclusive support hours. Other limits are double those of the Level 2 Service. It includes to 4 days technical consultancy within the period of each support contract and each renewal<sup>1</sup>.

## 1.2 Level 2 Service Contract

The Level 2 service will be suitable for the medium size operator, who requires a good level of protection against service problems, but does not require 24 hour Help Desk cover. The levels of benefit are half of those afforded in the Level 1 contract.

## 1.3 Level 3 Service Contract

The Level 3 contract is the minimum level of service contract that X2 Connect offers.

It provides customers with the ability to contact X2 Connect for assistance and to receive a quotation for the remedial work or for further investigation, if required. It does **not** include any inclusive hours of support or investigation, these will be charged at the list price.

Remote Assistance will be undertaken during X2 Connect UK office hours (Monday to Friday 08:30 -16:30 UK time, excluding public holidays).

---

<sup>1</sup> Travel and In -territory expenses will be the paid for by the customer.

## **2. Customer Liaison**

### **2.1 Contact Numbers**

At the commencement of the service contract, X2 CONNECT will issue the customer with contact e-mail addresses, telephone and facsimile numbers to ensure that the customer will always be able to reach the relevant X2 CONNECT support personnel.

### **2.2 Customer's Liaison Manager**

The customer will nominate a Liaison Manager and up to 3 authorised individuals, with whom X2 CONNECT customer support personnel shall liaise for the provision of the service in the English language. X2 CONNECT will communicate with the customer's Liaison Manager or named representative during the working periods specified in the service level agreement.

In order to execute the requirements of this agreement effectively, the customer's Liaison Manager should be proficient in operation of the equipment (ie: trained by X2 CONNECT either at the time of installation or at some later date before the commencement of the service contract).

### **2.3 Incident Database**

All calls to the Remote Assistance Helpdesk will be logged on a central database. When the following information will be entered:

- Time & Date
- Callers Name
- Company Name
- Support Contract Number
- Description of fault

The database record will also hold details of the progress of the claim including; engineer assigned to the incident, support hours used and solution implemented etc. The database is also capable of automatically escalating any call to the relevant line manager to ensure that contracted service levels are adhered to.

A X2 CONNECT Customer Support person will be available to handle all queries from the customer during an incident. This person will provide a single point of contact with X2 CONNECT for any aspect of the support provided under the agreement in place (excluding commercial/contractual matters).

### **2.4 Contract Duration**

The contract shall be of 12 months minimum duration and shall be renewable by mutual agreement on an annual basis.

## **3. Service Warranty**

### **3.1 Support Contract Service Reviews**

The quality of the service provided and the pattern of service claims, will be reviewed by the X2 CONNECT Customer Services Manager, at least once during each 12-month period of the contract. The purpose of the review is to highlight areas for potential improvement in the quality of service provided and to identify any weaknesses in the installation and/or initial configuration and to suggest improvements.

Upon request, X2 CONNECT will provide verbal and/or written reports describing the status of any outstanding incidents, the actions taken, and the results of any investigation into the cause of the incident. A written report will be produced within 10 working days of receipt of request or within 5 working days for customers with Level 1 agreements.

### **3.2 Service Quality Guarantee**

In accordance with the terms of the Support Contract, X2 CONNECT warrants that all services carried out under contract will be executed with all reasonable skill and care in accordance with the Service Product Definition and to the quality specified therein.

### **3.3 Response Time Guarantee**

Although every reasonable effort will be made by X2 CONNECT to meet the response time requirements of the service agreement, in the exceptional circumstance that X2 CONNECT is unable to do so, arrangements will be put in place whereby the customer may retain a percentage of the next payment instalment due, until the response levels are returned in accordance with the terms of the support contract. The amount of the payment retention must be agreed with X2 CONNECT in writing prior to the due date.

Resource is allocated with the following priorities:

- Customers with Level 1 agreements
- Customers with Level 2 agreements
- Customers with Level 3 agreements

## 4. Service Agreement Features

### 4.1 Support Included (Inclusive Hours)

The support agreements contain a maximum annual number support hours per support agreement feature (e.g. Software Repairs/Patches).

Support continues for the duration of the contract or until the maximum annual number of hours per feature limited is reached, whichever occurs first. Thereafter, support may be purchased as required for the remainder of the year at the rate corresponding to the level of service agreement, during the life of the agreement. Non-support benefits, such as discounts from list prices remain available for the duration of the contract.

Support time begins when the incident moves from its initial 'Pending Resource' status to the 'In Progress' status.

The following support features are classed as incidents;

- Remote Assistance
- Remote Diagnostics
- In Territory Assistance
- Fraud Solutions
- Software Repairs/Patches

### 4.2 Management System Health Check

X2 CONNECT has the ability to perform remote 'Health Checks' of the customers' payphone management system, by contacting the system from the UK.

For first time customers a 'Health Check' will be performed prior to the acceptance and commencement of the support agreement. The 'Health Check' will result in the issue of a report, which will highlight any areas for remedial work, which are to be completed prior to the commencement of the support agreement. A quotation will be provided for any remedial work, should it be chargeable, along with recommendations for preventative maintenance.

The management system 'Health Check' will be chargeable should no support contract be entered into.

The 'Health Check' provides two main types of information:

- The status of the database.
- Operational statistics relating to the usage of the payphone population.

Customers that have configured access to the system through a permanent public Internet connection are offered the 'Health Check' feature on daily and weekly basis respectively ( Level 1 and 2 customers only ).

(Where the customer allows access by X2 CONNECT to the management system through the public Internet, this is secured through:

- X2 CONNECT utilising a **static** public IP addresses to access the Internet.
- The customer restricts access to their management system through configuration of their firewall to allow incoming traffic origination only from

this X2 CONNECT IP address (in addition to the use of username and password authentication).

### **4.3 Remote Assistance**

#### **4.3.1 Telephone Support**

X2 CONNECT is equipped to accept support enquiries in English from the authorised customer's representatives at any time. The service level agreement specifies the corresponding availability of the service for that customer. For example, Level 1 service customers can contact the Remote Assistance Support Desk 24 hours a day, 365 days a year.

#### **4.3.2 Management System Remote Diagnostics**

Customers who have purchased X2 CONNECT supplied hardware & software for remote diagnostics of their management system will be offered remote diagnostic assistance during the life of the service agreement. X2 CONNECT would prefer to have remote access at any time to the customers system, however if this is not possible X2 CONNECT will seek the customers consent before undertaking the remote diagnosis service.

### **4.4 Response**

#### **4.4.1 Classification of Incidents**

In order to provide a sufficient level of service at all times, it is necessary for X2 CONNECT to qualify and categorise all incidents in order of priority upon receipt of an enquiry. X2 CONNECT will agree the classification of the incident with the customer at the time of reporting based on definitions scheduled in the customers' service contract.

##### **4.4.1.1 Exclusions**

X2 CONNECT are entitled to decline or modify support in situations which are directly caused by lack of care on the customer's part, including failure to follow previous verbal or written instructions issued by X2 CONNECT, or failure to install a previous upgrade issued by X2 CONNECT.

#### **4.4.2 Example Category E Incidents**

Incidents which are classified as Category E incidents are treated with the highest priority and are usually where there is major disruption to customers' network or loss of billing. These include:

- Total application failure
- Loss of billing capability
- Loss of credit card authorisation
- C.C.S database corruption
- Significant incidents of fraud

#### **4.4.3 Example Category 1 Incidents**

These are serious incidents where the stability of the customers' network is under immediate threat of failure or where the network is experiencing a large reduction in capability. Such incidents would include:

- Potential or threatened payphone network failure

- Extensive degradation of payphone service
- Corruption of management system database

#### **4.4.4 Example Category 2 Incidents**

This category includes all other qualifying incidents, which may occur. Some examples are:

- Application screen problems in management system
- Printing or report generating problems in management system
- Data configuration problems in management system
- Non-urgent payphone faults
- Queries or advice

### **4.5 In-Territory Assistance**

Should an engineer be required to visit the customers' premises in order to solve a problem, which cannot be solved remotely over the telephone, the customer will be offered In-Territory Assistance and charged the rate corresponding to the contracted service level.

### **4.6 Fraud Cover**

X2 CONNECT will, upon confirming with the customer that a fraud is being perpetrated, use all reasonable endeavours to identify, produce and make available software and/or hardware 'fixes' as appropriate to resolve fraud problems for Support Contract holders.

Software fixes will be made available at no additional charge to the Support Contract holder where a software solution has already been developed. Where a new software fix is required, a maximum number of development hours per year are included relating to the tier of the service agreement held by the customer. Thereafter, software fixes for fraud instances are charged at cost plus expenses.

Where a case of fraud requires a hardware solution, the solution will be made available to the customer at rate equating to the cost to X2 CONNECT plus any expenses incurred by X2 CONNECT in the implementation of the solution. In both cases, the customer will be quoted a price for approval prior to the commencement of the work.

### **4.7 Software Maintenance**

#### **4.7.1 Software Maintenance Releases**

At its discretion and subject to the payment terms set out in section 6, X2 CONNECT may make available maintenance releases of software. These may also include enhancements to the licensed features purchased by the customer. Maintenance releases may also include fraud prohibitor's, which may have been identified and developed between releases and any related documentation changes.

X2 CONNECT will provide notification of available maintenance releases together with notice of any software applications or releases for which support is to be reduced or discontinued.

#### **4.7.2 Software Upgrades**

Upgrades to new versions of the systems and payphone software are offered to support contract holders at an advantageous discount rate relative to the service level agreement taken. Software upgrades are available subject to compatibility with the customers' specific equipment/configuration and may require some additional development work.

#### **4.7.3 Software Repairs / Patches**

Failures of X2 CONNECT application software found to be caused by either defects in the X2 CONNECT software (management system or payphone) or defects in the configuration of the X2 CONNECT software will be rectified. Hours worked outside those defined in section 6 Software Repairs / Patches will be charged at the discounted additional assistance rate.

#### **4.7.4 Software Maintenance Implementation**

X2 CONNECT will designate software maintenance, repairs and upgrades as either X2 CONNECT implemented or customer implemented. X2 CONNECT implementation may be achieved either remotely or in-territory. In the latter case, customers will be responsible for travel and subsistence expenses incurred by the engineer.

#### **4.7.5 Management System Integrity**

X2 CONNECT will track, and keep in step with, major maintenance releases for third party software used in the X2 CONNECT installed system. X2 CONNECT will ensure that maintenance releases of X2 CONNECT application software contain necessary maintenance releases of such third party software. Where costs are incurred by X2 CONNECT in the procurement and provision of maintenance releases, these costs will be passed on to the customer.

### **4.8 Product Modification**

Where a major adaptation to the payphone or system is agreed by X2 CONNECT and the customer to be necessary, and X2 CONNECT have previously supplied a quick, short-term solution or 'work-around' to restore service, a long-term solution will be investigated and a price for implementing the solution will be issued.

### **4.9 Consultancy**

Level 1 and Level 2 tier customers are offered up to four and two consecutive man-days of consultancy per year respectively, exclusive of flight costs, but at no additional labour cost. This can be either on-site, at the customers' offices or at X2 CONNECT UK facilities.

### **4.10 Repair of Faulty Payphone Hardware Components**

Faulty payphone hardware will be handled under separate Payphone Returns and Repair Agreement.

#### **4.11 *Third Party Computer Hardware***

Computer hardware supplied by X2 CONNECT as part of a Payphone Management System is usually covered by a named local third party maintenance organisation. X2 CONNECT recommend that, following the initial warranty period, customers seek to extend the agreement with the third party directly. Consequently, third party computer hardware is not covered by this agreement.

## **5. Contractual Notices**

### **5.1 Scope**

This document is intended to provide an indication of the different types and levels of service that X2 CONNECT is able to provide. It should be noted that the scope, availability and prices of the different services stated in this document will be subject to agreement of contract and the applicable level of service included therein.

### **5.2 Commercial Terms and Conditions**

The support contract shall be subject to X2 Connect Limited standard form of contract, according to the level of service to be provided, including our Standard Conditions of Support Service.

### **5.3 Contract Effectiveness**

The Support Contract shall become effective upon the last to occur of the following:

- Receipt of a valid purchase order stipulating the level of support required / receipt of signed acknowledgement.
- Completion of system health check as defined under section 4.2.
- Receipt of any required advance payment by X2 CONNECT.

## 6. Summary of Annual Benefits

The following summary should be read in conjunction with the overall Product Description in this document.

	<u>Level 3</u>	<u>Level 2</u>	<u>Level 1</u>
<b>Max Total Support Hours</b> <sup>*103</sup>	Up to four 1 hour phone calls per year	200	400
<b>Management System Health Check</b>	Annually	Quarterly (Weekly <sup>2</sup> )	Monthly (Daily <sup>2</sup> )
<b>Remote Assistance Availability</b>	UK Office Hours	Local Office Hours <sup>*101</sup>	24 hours, 7 days
<b>Remote Diagnostics</b> <i>(Management System)</i>	Yes	Yes	Yes
<b>Response Time to Investigation start</b> <i>Category E Incidents</i>	Typically 2 Working days	Shorter of either 6 local office hours or 6 X2 CONNECT UK office hours	Within 2 hours
<i>Category 1 Incidents</i>	Typically 7 Working days	Shorter of either 12 local office hours or 12 X2 CONNECT UK office hours	Within 2 hours
<i>Category 2 Incidents</i>	No guaranteed response time	Within 7 working days	Within 48 hours
<b>Discount on additional assistance (list price)</b>	Nil	10% Off	20% Off
<b>In-Territory Assistance</b>	Charged at £list price + Travel expenses + call out charge	Charge for Travel expenses. Travel hours deducted from support hours.	Charge for Travel expenses. Travel hours deducted from support hours.
<b>Software Maintenance Releases</b> <i>(Inc. Remote Installation Where Possible<sup>*105</sup>)</i>	50% Off List Price	Included	Included
<b>Software</b>	5% Off List Price	10% Off List	20% Off List Price

<sup>2</sup> Requires permanent, secured Internet access.

<b>Upgrade to Later Release</b> <i>(Inc. Remote Installation Where Possible *105)</i>		<b>Price</b>	
<b>Consultancy included (Travel at cost, staff are UK based)</b>	<b>0 man days</b>	<b>2 man days</b>	<b>4 man days</b>
<b>Discount on Additional Training or Consultancy</b>	<b>None</b>	<b>10% Off List Price</b>	<b>20% Off List Price</b>

100: Office hours refer to 08.30 - 16.30 UK time, Monday to Friday excluding UK Bank Holidays

\*101: Local Office Hours refers to the local office hours agreed per customer/contract

\*103: The service is effective until the maximum inclusive hours have been exhausted after which the daily rate of £ (list price) will be charged.

\*105: In some instances, it may be necessary to install software in territory/manually in which case the in-territory daily rate of £ (list price) will apply.