



# **Invixium Annual Support Contract (ASC)**

Rev: November 6, 2023



**Invixium is committed to offering quality products and delightful services to our customers. This agreement represents the Annual Support Contract (ASC or Agreement/Contract) between Invixium Access Inc. (Invixium) and its resellers, distributors, and integrators (Customers) for its hardware products (MYCRO, SENSE 2, TOUCH 2, MERGE 2, TITAN, Enhancement Kit, TFACE, MERGE CR, VERTU), Software solutions (IXM WEB and SDKs), various third-party integrations and customizations.**

**WHAT ARE THE GOALS & OBJECTIVES OF THE DOCUMENT?**

- To ensure that proper elements and commitments are in place to provide consistent support and delivery to Invixium’s customers.
- To document the responsibilities of all parties to the ASC
- To define the commencement of the ASC, it’s initial term and the provision for reviews including renewal.
- To define the service levels and escalations
- To provide clear reference to service ownership, accountability, roles and/or responsibilities
- To present a clear, concise and measurable description of service provision to the customer
- To match perceptions of expected service provision with actual service support & delivery

**SUPPORT HOURS, CONTACTS AND RESOURCES**

▪ Support Hours:

- US & Canada 9:00 AM – 5:00 PM EST (GMT-5)
- India 9:30 AM – 6:30 PM IST (GMT+5:30)
- UAE 9:00 AM – 5:00 PM GST (GMT+4)
- Saudi Arabia 9:00 AM – 5:00 PM AST (GMT+3)
- Other Countries 12:00 AM – 5:00 PM EST (GMT-5)
- Monday – Friday (Excluding statutory holidays)
- Extended support may be available, and MUST be purchased in advance.

▪ Support Contacts:

Dedicated Lines for Regional Support: Provides enhanced customer access to our Technical Support and Services Department with dedicated help lines.

- US & Canada  - Dial: [+1 844 468 4948](tel:+18444684948)
- India  - Dial: [000800 050 3866](tel:0008000503866)



- UAE  - Dial: [800 032 1235](tel:8000321235)
- Saudi Arabia  - Dial: [800 850 0763](tel:8008500763)
- Other Countries - Dial: +1 844 INVIXIUM (468 2948)
- Email – [support@invixium.com](mailto:support@invixium.com)

NOTE: When contacting Invixium via telephone, your calls to Invixium’s specified toll-free numbers in US/Canada, India, United Arab Emirates and Saudi Arabia will be free of cost when made within the region. For other countries, long distance, and other applicable charges (including roaming) may apply and are not covered by Invixium. Any charges for requested inbound calls are not covered by Invixium.

- Numerous product-related documentation is available on “IXM Customer Portal’ which can be accessed through the Invixium website ([www.invixium.com/support](http://www.invixium.com/support)). Support hours exclude government induced lockdowns, closures, natural disasters, and any force majeure situations.
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## WHAT PRODUCTS ARE SUPPORTED UNDER THE ASC?

- IXM MYCRO series
- IXM MERGE CR series
- IXM VERTU
- IXM MERGE 2 series
- IXM SENSE 2 series
- IXM TOUCH 2 series
- IXM TITAN series
- IXM TFACE series
- IXM ENHANCEMENT KIT
- IXM WEB 2.1 Onwards
- IXM SDK
- IXM SDK 2
- Invixium Certified Products (ICP)
- Applicable sections of IXM 3<sup>rd</sup> party integrations
- IXM Customizations



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## SERVICE AGREEMENT

- Service Scope:
  - Manned telephone support during support hours
  - Monitored email support during support hours
  - Remote assistance using 3<sup>rd</sup> party remote desktop software that are available and mutually acceptable.
  - Invixium may notify Customer of the availability of any Update (defined herein) for those Products that are developed by Invixium and for which Invixium, in its sole discretion, elects to develop and generally make available to customers whose Products are under warranty or under a current Annual Support Contract.
  - An “**Update**” means a new release of such Product software or firmware that are developed by Invixium which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software or firmware, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed Product software or firmware. **Updates do not include Invixium designated upgrades or new versions of the Products. For example, upgrade from IXM WEB 1.X to IXM WEB 2.X is not included in ASC.**
  - If the Customer desires On-Site troubleshooting or inspection services from Invixium, the Customer will request such services in writing and Invixium will provide the Customer with a written quote to provide such services. Upon Customer’s acceptance of Invixium’s quote for such services, Customer shall either make payment in advance to Invixium’s designated bank account, provide Invixium with a valid credit card or provide Invixium with a firm non-cancelable purchase order (applicable to customers that have pre-approved credit terms with Invixium).
  - Planned or Emergency Onsite assistance (professional services fees apply)
  
- Customer Requirements:
  - Account **MUST** be in good standing with all payables up to date and as per authorized credit terms.
  - Annual Support Contract (ASC) must be active (should have been paid for and be in effect till date).
  - Reasonable availability of customer representative(s) when resolving a service-related incident or request.
  - Product installed as per Invixium’s installation and wiring guidelines.
  - The customer’s request for support shall describe the issue or problem correctly with the Products to enable Invixium to understand and replicate the problem. Customer shall provide the following information to Invixium when submitting its request for support:

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- Customer installed address, account number, Product Serial Number (as may be shown on the front page of the Addendum), License Key/Number or Case number, if applicable.
  - Machine key
  - name and version number of the Product, software and/or associated firmware
  - the exact error messages
  - recital of steps taken by Customer before the problem occurred, if possible
  - a list of steps taken by Customer in attempting to resolve the problem; and/or
  - any appropriate log files as may be requested by Invixium
  - Invixium reserves the right to request further information as it reasonably deems necessary.
  - The customer agrees to incorporate as soon as practicable any Updates that Customer may receive from Invixium at no charge and acknowledge that failure to incorporate such Updates may make subsequent Updates non-functional. Invixium shall have no obligation to support the Customer with any problems or issues with products if the Customer fails or refuses to install an Update provided by Invixium Customer agrees to allow Invixium to install supporting tools and utilities for Invixium Products and software.
  - Customer shall designate named product support contact persons (“**Product Support Contacts**”) per installation who will receive all corrections, Updates, correspondence, and other communications concerning the Products, and will notify Invixium in writing of any change in the identification of the Technical Support Contacts.
  - If the Inactive ASC period is of more than 365 days, then the Customer must Retro Pay to renew ASC.
  - To get an urgent Technical Support or troubleshooting assistance, Invixium can charge per-incident base service at substantial cost. The customer has to pay due charges first and upon receipt and confirmation from the commercials team, Invixium Technical Support team will be liable to assist.
  - For newly bought devices, if they are registered with the inactive instance of software then the customer will not receive any technical support.

## PRIORITIZATION OF DEFECTS

- Software problems will be categorized as High, Medium or Low with the following response levels during business hours:

PRIORITY	DESCRIPTION	RESPONSE TIME
<b>HIGH</b>	Problem that affects critical functionality or data directly impacting business operations	Acknowledgement – 4 hours Workaround – 3 days Resolution – 5 days
<b>MEDIUM</b>	Problem that affects functionality or data but impact on business operations is not severe	Acknowledgement – 4 hours Workaround – 7 days Resolution – 7 days
<b>LOW</b>	Problem that affects functionality or data but the impact on business operation is negligible	Acknowledgement – 4 hours Workaround – 10 days Resolution – 10 days/Next Release

Table 1: Defect Prioritization Categories

- Hardware problems will be serviced as per the 'Invixium Return Material Authorization' (RMA) Policy & Timelines document.

## SUPPORT TICKET FLOW

- Customer Support Tickets will be processed with defined flow or matrix. Standard flow of matrix can be changed and will be sole decision of Invixium Technical Service Department.

PRIORITY	3 Days	3-5 Days	5-7 Days	> 7 Days
<b>HIGH</b>	L1 Support	L2 Support	L3 Support/QA	Engineering
<b>MEDIUM</b>	L1 Support		L2 Support	L3 Support/Engineering
<b>LOW</b>	L1 Support			L2 Support

Table 2: Support Ticket Response Duration by Priority



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## HOW DO WE MEASURE CUSTOMER SATISFACTION?

- We randomly measure customer satisfaction by conducting an event-driven survey. Upon closure of a case, customers may be invited to a simple and measurable survey. The survey will take 1 min to complete.
- We measure customer satisfaction based on product quality, the professionalism of the support team, response time and time to resolution. Data from these surveys are collected and reviewed by the Technical Support Team to trigger various improvement initiatives.

## HOW ARE ENHANCEMENT REQUESTS HANDLED?

- The Technical Support Team is authorized to accept product enhancement requests and will report to the respective department. The request will be thoroughly evaluated. You will be notified if the enhancement will be made available in our future releases and if not, you will be notified to contact the respective IXM Sales representative for a Product Customization, quote and duration.

## WHOM SHOULD I CONTACT FOR ANY OTHER BUSINESS QUERIES?

- Technical Support Team does not handle any business-related queries/issues like pricing, deliveries, sales order status, credits, or claims. For these below are some contact details:
  - Order Status – [order@invixium.com](mailto:order@invixium.com)
  - General Inquiries – [experience@invixium.com](mailto:experience@invixium.com)
  - Sales – [sales@invixium.com](mailto:sales@invixium.com)

## WHAT IS NOT COVERED UNDER THIS ASC?

- Repair of any hardware products that are determined to be defective. This is covered by the Invixium Warranty Policy, the RMA Policy, and the Extended Warranty Policy.
- Relocation of Products.
- Types of professional services that will be charged separately and shall not be covered even if the customer is having an active ASC. The following table indicates examples of Professional Services:
  - Database Server Migration
  - Data Cleanup
  - Data Processing
  - Integration Services or any other service that are not part of Invixium
- Additional training beyond that amount or level of training originally ordered by the Customer.



- Maintenance support or troubleshooting for Customer provided communication networks and any third-party products.
- Maintenance required to the Products or parts thereof arising out of the use of the Products in a manner for which the Products were not designed, other misuses, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Invixium's control.
- Maintenance required due to the Products (including related media) being modified, damaged, altered, moved, or serviced by personnel other than Invixium's authorized service representatives, or if parts, accessories, or components not authorized by Invixium are fitted to the Products.
- Maintenance required due to failures caused by Customer or Customer's software, or other software, hardware or products not licensed by Invixium to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing or installing any hardware, drivers, firmware, and software that have not been Invixium certified.
- Providing any consumable parts and components; such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the Products.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the Products in environmental conditions outside of those conditions specified in Invixium's Product documentation.
- Invixium's obligations of support are limited to the current version (e.g. 2.2) and the previous version (e.g. 2.1) of the Product software and firmware.
- Invixium's obligations of support shall only apply for six (6) months after Invixium's notification to Customer of its intent to obsolete or end-of-life the Product software or firmware, and Invixium shall have no obligation to provide support for Products that are no longer identified on Invixium's website as supported Products.
- Maintenance requests that are deemed by Invixium, in its reasonable opinion, to be grossly excessive and unnecessary. Examples include a high number of calls that concern previously resolved issues, repeated posing of questions to which the answers are readily found in the Product documentation, and discussion of issues that are not related to technical support.

## TERM

- This term of the Contract shall commence upon Invixium's receipt of the annual fees reflected in the Addendum and shall continue for a period of one (1) year. This Contract may be renewed for additional one (1) year terms upon the parties' mutual agreement and Invixium's receipt of the applicable annual maintenance fee.

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## FEES FOR SERVICES

- Fees
  - The initial fee for Services under this Agreement shall be the amount set forth in the price book. The annual maintenance fee during any renewal term will be Invixium's current rates in effect at the time of renewal. The customer agrees to pay the total of all charges for Services annually in advance, within the due date of Invixium's invoice/proforma invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Invixium, and Customer agrees to promptly pay such charges when due.
- Failure to Pay Fees
  - If Customer does not pay Invixium's fees for Services or parts as provided hereunder when due: (i) Invixium may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Invixium may, at its discretion, provide the Services at current "non-contract/per call" rates on payment in advance basis. The customer agrees to pay Invixium's costs and expenses of collection including the maximum attorneys' fee permitted by law.

## REPRESENTATION AND LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

- Invixium represents it will use reasonable commercial efforts to remedy any problems or issues with the Products that prevent the Products from substantially conforming to Invixium's original specifications for the Products. Such remedy may consist of correcting portions of the software or firmware in the Products, or communication to Customer of a workaround which gives Customer the ability to achieve substantially the same functionality as would be obtained without the problem or issue, as determined by Invixium.
- This Agreement does not extend, expand, modify, or otherwise amend Invixium's original warranty for the Products to the Customer in any manner whatsoever.
- Invixium warrants that it shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. Except for this limited warranty, Invixium hereby disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose regarding the services, products, and any other goods provided hereunder. Invixium does not warrant and hereby expressly disclaims any warranty that any reported problem or issue with the products will be corrected. In no event shall Invixium's aggregate liability to customer for any claim,



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controversy or cause of action arising out of, or related to, this agreement, under any cause of action or theory of recovery, exceed the net fees for Invixium's services actually paid by customer to Invixium under the applicable addendum to this agreement during the twelve (12) months prior to the date the customer's cause of action arose. In no event shall Invixium be liable to customer for any indirect, special, incidental, consequential or punitive damages (including, but not limited to, lost profits or revenue; loss, inaccuracy, or corruption of data or loss or interruption of use; or for any matter beyond Invixium's reasonable control, even if advised of the possibility of such damages. No action, regardless of form, may be brought by the customer more than two (2) years after the date the cause of action arose

## LIMITED LICENSE TO UPDATES

- Invixium may deliver Invixium-developed Updates to Customer. The terms of Invixium's end user license for the Invixium software delivered as part of the Products shall govern Customer's use of the Updates.

## MISCELLANEOUS

- **This Agreement shall be governed by and construed according to the laws of the Province of Ontario, Canada, excluding its conflict of law provisions. Any action or lawsuit commenced by Customer against Invixium shall be brought exclusively in the federal or provincial courts located in Toronto, Canada, and the Customer hereby agrees to the exclusive jurisdiction and venue of such courts. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Invixium. This Agreement may not be assigned by Customer without the prior express written consent of Invixium and any attempted assignment shall be void and of no effect.**

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