



## **Software Assurance Policy**

TSFactory offers both technical support and software version upgrades under one software assurance policy. Software Assurance is a "paid for" service and is offered as an add-on to new and existing product license purchases.

Software Assurance is not currently offered for free versions or not-for-resale (NFR) licenses. Customers using these types of products will not have access to support or upgrades unless they are sanctioned by TSFactory and paid for in advance.

## **TECHNICAL SUPPORT**

Standard Support will be offered to customers holding active Software Assurance agreements purchased for TSFactory products. Customers holding expired Software Assurance agreements or no agreements in place will not be eligible for Standard Support.

Standard Support will be offered to customers holding eligible Software Assurance agreements via email, chat sessions and telephone during normal business hours of 9:00AM to 5:00PM EST (UTC-5:00).

### **What is covered with "Standard Support" included with the TSFactory Software Assurance policy:**

Software Assurance includes "problem debug" technical support via email, chat sessions and phone (not including remote diagnostic sessions or installation assistance) by our support and development teams, while the software assurance policy is active, during normal business hours.

Standard Support is intended to provide assistance when something goes wrong, such as unexpected behavior is encountered with our product software (like a fault being raised), or during installation, configuration or normal operation. Standard Support can also provide assistance with configuring a solution such as finding the best product and configuration for a particular network architecture, or optimizing our products or solutions for best performance, and to answer general technical questions concerning our products.

Standard support does not include "hand holding" i.e. assistance with normal procedures such as installation, step-by-step product configuration, etc. The customer is expected to read the appropriate product documentation, follow the procedures to install and operate the software and make every attempt to work out technical issues as they arise, possibly with the assistance of a local third party vendor or consultant.

Standard Support does not include remote diagnostic sessions or lengthy telephone calls with third party vendors working on a customer's system. These types of support situations along with special licensing agreements should be addressed by a more comprehensive Software Assurance agreement that would cover such things as 24 hour support, remote diagnostic sessions, licensing and upgrades. This type of special agreement would replace the existing Software Assurance policy and billed separately to the customer by TSFactory.

Our support policy is not part of, or intended to replace or augment other support agreements made with third party vendors.

Contact details:

Email: [support@tsfactory.com](mailto:support@tsfactory.com)

Phone: +1 919-460-9332 [M-F 9:00AM to 5:00PM EST (GMT-5)]

Support requests will be logged, reviewed and responded to within 48 hours of reception, pending verification of valid Software Assurance agreement(s) and validity of support requests.

TSFactory reserves the right to offer, control, restrict and/or discontinue support in any form to customers not reasonably complying or responding to support requests from the TSFactory support, sales or management team or at the discretion of the TSFactory support team based on the nature of the support request no matter if they hold active Software Assurance agreements or not.

No refunds or returns shall be issued based on any outcome of a support incident unless sanctioned in writing by TSFactory personnel.

Issuance of software code fixes, features, improvements or modifications will be published per TSFactory's sole discretion at a time that fits the company's software delivery schedule.

Issuance of software code fixes, features, improvements or modifications does not imply fault, liability or breach of warranty of any kind to either party.

## **UPGRADE POLICY**

Customers holding active Software Assurance agreements will be eligible for free product version upgrades within their respective product families with the same amount and kind of licenses previously purchased.

TSFactory reserves the right to improve, modify or discontinue features and functionality of all products offered or a whole product line.

Customer with expired Software Assurance agreements or no agreements in place will be required to pay full retail price for upgrades to newer versions of their products.

## **End of Product Life**

TSFactory, at its sole discretion, will at times choose to upgrade, replace, de-feature or discontinue products per business need. There are several key events that can occur during a product life cycle:

- End-of-Sale Date
- End-of-Technical Life
- End-of-Product Life

These events are covered in a separate document, "TSFactory Product End-of-Life Policy" and can effect existing active Software Assurance agreements. In the event that any of these are planned, TSFactory will do its best to announce them in advance and offer, at its sole discretion, upgrade paths or alternative substitutions. In the event of discontinuation of product(s), no refunds or returns will be allowed unless previously sanctioned by TSFactory personnel.