

Software Support for Print Service Provider

Terms and Conditions | Version 1.1.1

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Terms and Conditions

1. Ergosoft's Obligations

- Ergosoft will conduct business in a courteous and professional manner with the Customer.
- Ergosoft will electronically record all information obtained from Customer that is reasonably related to the Service Request, including contact information, problem description, and other process-related detail or information.
- Ergosoft will attempt to provide resolution in the most efficient manner possible.

2. Customer Obligations

- a) Customer shall offer a qualified employee to serve as the main contact for all Ergosoft support issues.
- b) Customer will conduct business in a courteous and professional manner.
- c) Customer will provide all information required and disclose all other pertinent information when submitting a Support Request, and upon further request by Ergosoft until the issue has been resolved.
- d) Customer will use commercially reasonable efforts to implement measures to achieve resolution throughout the process until the issue is resolved.
- e) Customer shall provide reasonable availability of, and access to, any other appropriate personnel on an as-needed basis, until the issue is resolved.

3. Exclusions

Exclusions to this Agreement include:

- Altered, damaged, or malfunctioning equipment (including printers, PCs, network gear, measuring devices, license dongle or other industry-related hardware)
- Defects or errors caused by incorrect use of the Software or operator error;
- Products that are not at a supported release level or for which the Customer does not have a current support contract;
- Defects caused by Customer's failure to implement reasonable recommendations, or solutions to issues previously identified or provided by Ergosoft;
- Third party software not licensed through or supported by Ergosoft;
- Output issues related to environmental conditions
- Issues caused by design files
- Customer assistance for training on proper use of platform or Color Management

If a problem is found to be caused by an Exclusion:

- a) Ergosoft Support Agent shall notify the customer as soon as they become aware that a fault has been identified

AND

- b) Ergosoft may not provide support;

OR

- c) Ergosoft may choose to provide support and charge the customer at Ergosoft's current rates for such services.

OR

- d) May choose to provide support, despite the discovery of an Exclusion.

4. Severity Matrix

This Matrix applies only to Software bugs & Driver bugs. All prioritization of Support Requests related to applications support is specified in Section 5 (Service Levels).

Characteristics	Severity Rating Matrix		
	Level 1 – Critical	Level 2 – Moderate	Level 3 - Minor
Work Outage	The issue causes the Customer to be unable to work or perform some significant portion of its work.	The issue causes the Customer to be unable to perform a small portion of its works and is still able to complete most other tasks.	The issue prevents the Customer from using the Product at an optimal level.
Workaround	There is no available workaround to the problem (i.e., the work immediately required cannot be performed in any other possible way)	There is an available workaround to the problem (i.e., the work can be performed in some other way).	There is an available and immediate workaround to the problem (i.e., the work can be performed in some other way).
Resolution Effort	Ergosoft will use all commercially reasonable efforts to provide a resolution in the shortest possible time.	Ergosoft will use its own discretion to determine the prioritization of the resolution.	The issue may or may not be resolved in a future release.

5. Service Levels

Service	Description	Free	Basic	Enhanced	Premium
Access to Documentation Portal		✓	✓	✓	✓
E-Mail Support	<ul style="list-style-type: none"> Customers can contact the support via written e-mail / web form. Reply generally by e-mail (TeamViewer session possible, if preferred by support). 	✓	✓	✓	✓
Interactive support	<ul style="list-style-type: none"> In general, phone calls are not put through directly to the support staff - a ticket is created for a callback or an e-mail response. Support is provided by callback, only in combination with a TeamViewer session. 		✓	✓	✓
Configuration support	<ul style="list-style-type: none"> Support for the installation/configuration of new/reset setups. 		✓	✓	✓
Guaranteed response times (within business hours)	<ul style="list-style-type: none"> Maximum response time for new support requests. 		8h	4h	2h
Fast Access Account	<ul style="list-style-type: none"> Registration of TeamViewer access data. Registration of the main contact person (power user). 		✓	✓	✓
Training	<ul style="list-style-type: none"> 60min training webinar on individual topics (know-how). <p>The customer is responsible for the execution of the training as well as the specification of the desired contents. Training units not conducted within the support period expire by starting a new annual period.</p>			1h per year included	2h per year included
Restrictions	Support for configurations with more than 3 printers			✓	✓
	Support for Sequoia Feature Pack setups				✓

6. Service Availability

a) Office Hours

Monday – Friday (except national holidays)

- 08:30 – 12:00 | 13:00 – 17:30

b) Call Center Hours

- 09:00 – 12:00 | 14:00 – 17:00

c) Support Contact Information

Ergosoft AG
es.support@ergosoft.net

Ergosoft Americas
esam.support@ergosoft.net

d) Off-Hours Support Requests

- Off-hours support requests will be addressed according to the priority and time frame specified in the Service Level.

7. Submitting a Support Request

a) All Support Requests must be submitted via email

b) Customer must provide a proper and detailed description of the issue.

c) Customer must provide all additional pertinent information related to the case, including but not limited to:

- a. Dongle Number
- b. Printer Model affected
- c. Support .zip file

8. Term and Termination

This Agreement has a term of one year and shall automatically renew for subsequent periods of the 12 months, unless cancelled in writing by Customer.

Early termination shall not constitute grounds for refund, partial or in full, in any case, without exception.

9. Changes to Agreement

Changes to the Terms and Conditions of this Agreement shall be made at the sole discretion of Ergosoft.

10. Products Eligible for Support Services

Product Status	Support Availability	Ergosoft Product
Active	Full Support available, including code-based fixes and/or updates. Product Development is active.	Ergosoft 16 or newer
Discontinued	Limited Support, restricted exclusively to troubleshooting the product as-is. No codebased fixes or updates are available. All Development has been discontinued.	Version 15 Last Release 15.6, Mai 2020
Legacy	Product is not supported in any capacity. Update is required.	Version 14 Updates to version 16 only available until end of April 2020.

11. Training – (Remote & On-Site)

Training services are offered as a supplement to the support services outlined in this Agreement. Any item or issue identified in Section 3 (Exclusions) is a candidate for possible inclusion in Training services. Training services are defined and offered outside of this Agreement.

12. Consulting

Consulting services are offered as a supplement to the support services outlined in this Agreement. Any item or issue identified in Section 3 (Exclusions) is a candidate for possible inclusion in Consulting services. Consulting services are defined and offered outside of this Agreement.

13. Liability Disclaimer

Ergosoft's customer care agents are trained well to avoid adverse impact on customer systems during support operations. Nevertheless, in no event, shall Ergosoft be liable to service recipient, or any other party for any loss of profits, loss of revenues, loss of data, replacement costs, or damages of any kind, howsoever arising, whether related to Software or Support services, even if Ergosoft has been advised of the possibility of such damages.