

Genesis Standard **Maintenance & Total Support** for Domestic & International Customers (August 2009 update)

Superior Support

The Genesis Group prides itself on maintaining a high level of product quality and personal support services on which our customers can rely. Our support staff is committed to providing timely problem resolution. Support is a two-way effort. We require that our customers maintain a current, fully paid Maintenance and Total Support (MTS) contract that is renewable on an annual basis. We also require that our customers actively participate in the support of their Genesis investment by following Genesis' recommended maintenance procedures on databases and hardware. We also ask that our customers watch for signs of erratic operation and report those incidents to Genesis rather than waiting until a catastrophe occurs.



It is Genesis' policy to service what we sell. In the complex world of Trunking, rarely is there ever a situation where all variable factors are in our control. We take great pains to make support easier by keeping internal log files and troubleshooting windows to show problems that may be external to our software. It is always our policy to first look at ourselves to be sure that our software is working properly. From there we work in concentric rings moving outward until the source of a problem is identified. If it is determined that our software is at fault, it becomes our highest priority to fix any bugs or settings immediately. To that end, we hereby submit our standard support definitions and response times.

Support issues come in two phases: (1) the **Entry Level Tier** and then the (2) **Problem Severity Classification Level**

We define the **Entry Level Tier** of support issues in the following way:

- § **TIER 1**= accepting the initial support inquiries by phone or electronic means, and initial problem or service request characterization steps including collecting general data about the problem such as System ID and serial number, customer contact information, and a description of the problem. Limited product technical information is required by a staff member taking a Tier 1 call. This is basic call center level support.
- § **TIER 2**= the initial problem characterization and resolution attempt by a technical staff resource trained on the product, its use and configuration, and routine troubleshooting techniques. This tier attempts to determine if the problem is generated by the Genesis software, the machine running the software or the trunk system feeding the information to the previous elements. Access to a knowledge database and/or significant experience on the product is typically utilized by the technical resource to resolve most problems that come up. Laboratory simulation of problems and

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internal escalations within the technical staff and internal support engineering staff members will be deployed as needed in this level of support.

- § TIER 3= a level of support that may require additional effort to duplicate a customer problem using specialized lab equipment and/or additional higher skilled technical assistance being applied to resolve the problem. Advanced troubleshooting techniques, product design tools, and specialized engineering level product expertise is brought in as needed to understand and resolve a problem.
- § TIER 4= support requiring developmental assistance, often including either product hardware/software redesign generally using the highest level of engineering talent available. This level of support engagement typically results in new product releases, component changes, or specialized design level work to be deployed in resolving a problem.

We define the following Problem Severity Classification Levels (further defined below):

- § LEVEL 1= *Most severe problem*; software is totally non-functioning
- § LEVEL 2= Software is functioning with incorrect results
- § LEVEL 3= Software functions, but within some inconvenience issues
- § LEVEL 4= *Least severe problem*; primarily a cosmetic issue or lack of operator understanding issue.

This service includes:

- Software updates with new enhancements to existing features are included when full support is purchased.
- Enhancements and fixes (SHIPPING NOT INCLUDED).
- Comprehensive telephone support 10 hours per day for questions and problems with all Genesis-supplied software and hardware.
- Support during local, weekday business hours. If arranged in advance, "On Call" availability 24/7 for Level 1 & 2 issues.
- Answers to commonly asked questions about your Trunk System and its subsystems.
- Full access to the Genesis Support section of our web site including FAQ (frequently asked questions) answers.
- Answers to general related computer questions.

This service does not include:

- § Costs for on site visits by Genesis. All travel related costs must be paid by our customers.
- § Unusual costs that Genesis might incur in the course of doing remote support. As an example, long distance fees that, due to circumstances out of our control, are abnormal.
- § Training of new employees or employees that have not been previously trained by Genesis on the use of our software products.
- § If you upgrade a version of operating system or hardware that our software relies on without consulting Genesis, we do not include support for any damage that may occur. This includes data stream feeds from your system infrastructure; Microsoft Operating systems; or database systems.
- § Expenses necessary to resolve problems caused by you or your employees damaging or intentionally removing our software, operating systems or database operating systems.
- § Expenses necessary to repair damage caused by web browsing from any machine that houses the

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Genesis server software. Proof of this will be documented to you.

- § Expenses necessary to resolve problems caused by neglect, lack of backup or lack of maintenance suggested by Genesis of your databases or hardware.

Fees:

The cost for the Maintenance and Total Support contract is determined by the Genesis software packages purchased and the number of sites operated by the customer. In general, it is a percentage of the cost of the Genesis software that was purchased, including all upgrade and enhancement costs. Our fees are billed every year, once per year, in advance. If at any time you feel that you have not received adequate support, please alert the Genesis corporate President (information below) to obtain immediate correcting resolution.

How to Reach Us:

USA

The Genesis Group

601 Shelley Dr., Suite #202, Tyler, TX 75701

Voice 1.903.561.6673 Fax 1.903.561.6228

Website: www.GenesisWorld.com

Email: help@GenesisWorld.com, or pburks@GenesisWorld.com (President)

EMEA Operations

Albany Chambers, Welwyn Garden City, AL7 1HL (UK)

Tel: +44 203 056 4380

Fax: +44 207 117 4968

Email: emeasupport@genesisworld.com or mike.head@GenesisWorld.com (Director)

Netherlands

Bumicom Telecom BV

Elviraland 5 C

2591 GE Den Haag (NL)

Tel. +31 (0) 70 350 4500

Fax +31 (0) 70 350 6232

www.bumicom.nl Hidde Borsboom (Director General)

Australia & Asia Pacific

Kalibre Pty Ltd

Level 3, 480 Collins Street

Melbourne VIC 3000

AUSTRALIA

Ph: +61 401 733 563 Sean Newman / Mark Tatum

www.kalibre.com.au

Support Methods

To keep our Customer's time and thus money in mind, we have found that, by far, the best method of providing remote support is with pcAnywhere, Windows Terminal Services or WebEx remote support sessions. PcAnywhere is a software product from Symantec Corp. (makers of Norton Anti-Virus). WebEx allows for simple, ad hoc Internet based support. We require that all Genesis software installations provide pcAnywhere. Our access to your 'host' machine can be, at minimum, through dialup modem for USA installations or preferably via a high speed, protected Internet connection. The high speed Internet connection type is required for all international support due to international call quality and data speed restrictions. If dialup is required to support your installation, Genesis reserves the right to charge for any abnormal connection expense. There are additional documents on our web describing the various connection methods. Only when it is found that supporting an issue fails via remote support software will we arrange for an on-site visit.

Support Problem Severity Classification

Genesis has created a customized Support Problem Severity Classification based on accepted industry standards. This helps us to qualify the problems, determine the best division to handle the problem, and prioritize the solutions. Those Problem Severity Classifications are in this document.

Support and Response Time

Technical support shall be provided to the Customer Monday through Friday during normal business hours: 9:00 to 17:00 GMT (UK), 8:00 to 17:00 Central Time (USA) and 9:00 to 17:00 (AUS). Customer will be furnished with 'after hours' phone numbers for key support personnel for emergency Level 1 problem notification. In the event that Customer detects and reports errors or defects in the software, Genesis shall furnish off-site telephone support, in the form of consultations, assistance and advice on the use and maintenance of the software. With the Customer's cooperation, Genesis shall use remote control software to assist in the resolution of Customer questions, problems and training. Genesis shall use reasonable efforts to respond to Customer's request in accordance with the Error Level Definitions set forth below.

Genesis shall respond to a request for Services as set forth in this section depending on the severity of the error, such determination being made and agreed upon by Genesis and Customer.

- (1) **Level 1 errors or defects:** If the error or defect is determined to be a Level 1 error, Genesis will provide a correction to the error or defect, from Genesis' nearest support location, within six (6) hours of the initiation of the off-site telephone support. If the error or defect cannot be resolved within (6) hours, Customer shall provide to Genesis a more comprehensive listing of output and all such other data that Genesis may reasonably request in order to reproduce operating conditions similar to those present when the error or defect was discovered (to duplicate the error in the Genesis offices). In the event that such error or defect is not corrected, or a work-around is not provided, within one (1) working day after Genesis received from Customer a listing of output and other data, Genesis shall coordinate with Customer to determine the appropriate level of service required to resolve the outstanding error or defect including, if appropriate, support services, at the Customer's site. In the event it is determined that the error or defect was due to Customer error in the use of the software, as opposed to an error or defect in the software itself, Customer shall pay Genesis its standard commercial time and materials rates for any on-site services rendered together with Genesis' actual travel and per diem expenses.

- (2) **Level 2 errors or defects:** If the error or defect is determined to be a Level 2 error, Genesis will provide a correction to the error or defect, from Genesis' offices, within eighteen (18) hours of the initiation of the off-site telephone support. If the error or defect cannot be resolved within eighteen (18) hours, Customer shall provide to Genesis a more comprehensive listing of output and all such other data that Genesis may reasonably request in order to reproduce operating conditions similar to those present when the error or defect was discovered (duplicate the error in Genesis offices). In the event that such error or defect is not corrected, or a work-around is not provided, within two (2) working days after Genesis received from Customer a listing of output and other data, Genesis shall coordinate with Customer to determine the appropriate level of service required to resolve the outstanding error or defect including, if appropriate, support services at the Customer's site. In the event it is determined that the error or defect was due to Customer error in the use of the software, as opposed to an error or defect in the software itself, Customer shall pay Genesis its standard commercial time and materials rates for any on-site services rendered together with Genesis' actual travel and per diem expenses.
- (3) **Level 3 / 4 errors or defects:** In the event of a Level 3 or 4 error, Genesis may provide a fix or update to the software in the normal course of business according to Genesis' scheduled or unscheduled new releases of the software. Genesis will provide, at Customer's request or its own issuance, a patch for non-material errors or defects until the issuance of such new release, provided that such patch is feasible to produce. Genesis may request and Customer agrees to provide documentation allowing Genesis to isolate the exact nature of the error or defect in the software.

Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will offer a minimum of 7 years of support for our products after the last published release of a product. 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 ever comes first. Genesis will also provide Extended support for the 2 years following Mainstream support. Finally, many Genesis products will receive at least 10 years of online self-help support. Genesis understands that local laws, market conditions, and support requirements differ around the world and differ by industry sector. Therefore, Genesis offers custom support relationships that go beyond the extended support phase on a case by case basis. In all cases, Genesis will notify its customers regarding the expiration of any support for a given product.

Mainstream Support is defined as Genesis' ability to answer any technical issue with a Genesis product without the end customer having to purchase and upgrade to that product. Genesis may, at its option, require the customer to upgrade at Genesis' expense in order to properly service that customer if the problem is determined to be the fault of the Genesis Product.

Extended Support is defined as Genesis' ability to provide on-line knowledgebase support and limited phone support. By limited phone support, we mean that all Mainstream Support, paid or unpaid will have priority over Extended Support needs.

Customers that maintain paid up MTS with Genesis will realize the highest priority during Mainstream Support. After the warranty period, customers that elect to not maintain a paid up MTS subscription will still receive hourly billed support, however paid up MTS customers issues will come first during the Mainstream Support phase.

ERROR DEFINITIONS

All situations imply that the software is being used in a correct manner 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 that proper database and hardware maintenance has been performed in accordance with Genesis' recommendations. Further it implies that the user has made all reasonable effort to work around the problem, such as- rebooting the hardware; checking network connections; checking for appropriate services to be running (if applicable).

ERROR SEVERITY LEVEL CLASSIFICATIONS:

Level 1: An error is of Level 1 severity when it produces 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. No software work-around is available.

Level 2: An error is of Level 2 severity when it produces incorrect results; produces a detrimental or serious situation in which performance (throughput and response) of the software degrades such that there is a severe impact on use; the software is usable but incomplete; a customer critical report, such as a financial report, is offering incorrect results; one or more commands or functions are inoperable; or the use of the software is otherwise significantly affected. A software work-around may be available but causes difficulty in implementation.

Level 3: An error is of Level 3 severity when it produces an inconvenient situation in which the software is usable but does not provide a function in the most convenient or expeditious manner. A software or functional workaround is available.

Level 4: An error is of Level 4 severity when it produces a noticeable situation in which the use or appearance of the software is affected in some way, but not in such a way as to inhibit or detract significantly from its operation. A software or functional work-around is available.

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