TSFactory™

Software Subscription
Support and Upgrade Policy

TSFactory offers both technical support and software version upgrades for all Software Subscriptions.

Technical support 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 Subscriptions for TSFactory products. Customers holding expired Software Assurance agreements, expired Software Subscriptions or no agreements in place will not be eligible for Standard Support unless a new Software Subscription is purchased.

Standard Support will be offered to customers holding eligible Software Subscriptions 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 an active TSFactory Software Subscription:

Standard Support 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 Subscription 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 (more than two hours) 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 support agreement that would cover such things as 24-hour support, remote diagnostic sessions, licensing and upgrades. This type of special support agreement would replace the existing Standard

Support policy and billed separately to the customer by TSFactory. Payment would be required prior to providing any service.

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
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 support 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, support or other agreements.

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.

Remote debugging sessions may require the customer to sign support agreement liability documents possibly required by HIPAA, etc.

UPGRADE POLICY

Customers holding active Software Subscriptions 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 Subscriptions 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, Software Subscriptions and other support 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.