

**Alpha Video's Digital Display Group Technical Support Scope**

Reseller Name (If Applicable) \_\_\_\_\_

End User Company \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

End User Purchasing Agent \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

End User Technical Contact \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Supported Products:

\_\_\_\_\_

US Number to call for Standard Support (8AM to 5PM Central): **1-800-388-0008**

International Standard Support (8AM to 5PM Central): **1-952-841-3382**

Email: [DDGSupport@alphavideo.com](mailto:DDGSupport@alphavideo.com) (Email checked from 8AM to 5PM Central)

Commencement Date \_\_\_\_\_ Support Period From \_\_\_\_\_ To \_\_\_\_\_

## 1. DEFINITIONS

**A - Effective Date:** This scope of support is effective on the Commencement Date as noted on page one.

**B - Support Period:** A period of twelve (12) months starting with the Commencement Date, unless otherwise noted.

**C - Support Product:** Software Product(s) and/or service(s) covered by this scope of support.

**D - Support Representative:** Any DDG employee authorized and trained to provide technical support for the system.

**E – DDG:** Alpha Video’s Digital Display Group, a division of Alpha Video & Audio, Inc.

**F - DDG Helpdesk:** A staffed support center where Support Representatives answer customer calls and emails, use a ticket tracking system, and work towards issue resolution with callers.

## 2. SUPPORT

**A - Support Services Scope:** Subject to the terms and conditions contained in this scope of support, DDG Support Representatives will provide technical support to the End User for the Supported Products. This support may require the assistance of the End User or End User Technical Contact. The goal of the support is to resolve questions and issues that arise from the routine use of the system between 8AM and 5PM. Should the system fail to operate properly, the DDG Support Representative will take action in conjunction with the End User to restore the system to its operational parameters. Operational status means that the system will be capable of creating and displaying updated messages.

### **B - Support Methodology:**

Alpha will provide support via telephone, electronic mail, direct and / or web-based remote desktop access for problems associated with the routine use and operation of the Support Product. This service is intended for users who have been trained in the Software and is not to be used as a substitute for DDG training.

DDG Support Representatives will thoroughly investigate all problems reported by the customer. If the problem is the result of an error, hardware failure, configuration or other issue related to system warranty, the Support Representatives will make a reasonable best effort to correct the problem. A support action can end in one of several ways:

- 1- The helpdesk representative will provide a solution or work-around for the issue.
- 2- The helpdesk representative may make the determination that further research is required, and gather all pertinent data for an issue escalation to the Development Team.
- 3- The Determination may be made that a patch or update may be applied to the system to correct the issue.
- 4- The helpdesk representative may confirm that the system works per design specifications.
- 5- One or more systems may need to be restored from backup and patched to current versions.
- 6- The problem may be identified as a device or entity outside of the scope of the DDG system (IE: a network connection, an over-heating room, etc).

**C - Patches and updates:** As new releases become available, updated software will be made available to the End User upon request. An appointment will be made between the DDG helpdesk and the client to work together and perform the requested update(s) to the system and assess the overall status of the system.

**D - Support Services Outside the Scope:** The following services are not covered by this agreement, however, they may be provided under a different contract at the request of the end user.

1. Maintenance of facilities external to the DDG System (IE: Network administration, computer OS or Antivirus software administration or patching, virus removal, etc).
2. Repair of damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, product misuse, improper use, or any intentional damaging act.
3. DDG has no obligation to support altered or modified DDG Systems other than those altered or modified by DDG and/or authorized agents of DDG.
4. DDG is not obligated to supervise repairs on systems located at the customer site, however the helpdesk can assist with the reload of associated software in the event of a system failure that requires a system to be reloaded. If the systems are sent in to DDG for repair, DDG will repair them free of labor charges as long as this support agreement is in place. Any hardware replacement fees would still apply, as would shipping and handling fees.

**E - Hours of Helpdesk Operation:**

All services to be provided under this agreement shall be provided between the hours of 8:00 AM to 5:00 PM US Central Time.

**F - End User Responsibilities:**

The End User Company shall provide to DDG the End User Contact name, and the names and roles of any other users or support staff members that shall have access to DDG's helpdesk. Only trained individuals may call the helpdesk for software related usage questions that are covered as a part of training.

The End User Company is responsible for informing DDG of issue severity and answering the Support Representative's questions. Customers are encouraged to call the DDG helpdesk for clarification or uncertainty related to system support, operation, capability, or usage.

The End User Company is responsible for providing access to and use of all information and information systems or networks necessary to service the Supported Products, up to and including the granting of remote access to the systems in question.

The End User Company is responsible for providing to the Support Representatives physical, OS, and Network level access to the DDG Systems listed in this scope of support.

The End User Company is responsible for providing adequate working facilities so as to provide appropriate physical access to the system (such as networks, human interface devices such as keyboards, mice, or monitors)

**G - If an issue arises:** The customer shall notify the DDG helpdesk of any DDG System problem together with as much information concerning the issue as possible, as soon as possible after the issue has occurred. The End User shall provide an accurate and complete description to the Support Representative. The End User shall assist in problem resolution by providing copies of reports and/or files deemed necessary by the Support Representative, inserting or removing media, following instructions, describing output, and generally co-operating with the DDG Support Representative.

**H - Data security and safety:** The End User Company shall be responsible for security of its confidential, proprietary and classified information as well as for the maintenance of adequate backup procedures for files, as Alpha will not be responsible for loss of or alteration of files, data or programs.

**I - Patches and Updates to supported software:** Patches and updates come out regularly for many of the supported software packages. If the End User wishes to have the latest updates, The End User is urged to contact the helpdesk periodically to check to see if there are approved and tested updates for their system. Patches are scheduled with the DDG Helpdesk during the hours of 8AM to 5PM, Monday through Friday.

Certain software patches may need to be applied to correct a system malfunction that occurs outside of normal business hours, or be required in order to bring a restored system back up to the same level as the rest of the units in a given system. If this is the recommendation of the on-call technician, and the patch is required to resolve an issue impacting the ability of a system to create and display messages, patching may be done during on-call hours in order to meet on-call support objectives.

**J – Environment:** The End User Company also agrees to provide an installation environment which meets the specified requirements of the system, particularly in relation to electrical supply, air conditioning, service clearances, and cable runs. In the event that DDG agrees to send personnel to the End User’s premises, safety precautions will be in place to protect the End User and DDG’s personnel.

### **3. SUPPORT FEES**

**Service Charges:** The annual fee for the initial Support Period is the amount on the original sales order. Other charges may apply as deemed necessary in servicing this contract and must be mutually agreed upon by Alpha and End User.

### **4. CHANGE OR WAIVERS**

If both parties agree, additional Software or extended hours of support may be included on this Agreement at a later date. The initial support fee for the cost of supporting the additional Software will be prorated. An addendum will be used to describe the additional terms, conditions, or software to be included under this agreement. The addendum will be referred to as the “Addendum Page”.

### **5. LIMITATION OF LIABILITY**

Under no circumstances shall alpha be liable for lost profits or any incidental, special, punitive, exemplary or consequential damages, or be liable to indemnify the End User Company, even if DDG has been advised of the possibility of such damages or indemnification.

In no event shall DDG's total liability to the End User Company for all damages, losses, indemnification, and causes of action (whether in contract, tort (including negligence), or otherwise, and whether or not for indemnification) exceed the amount paid by the End User Company for the supported system.

### **6. CONTRACT RENEWAL**

**Renewal Process:** Three (3) months prior to the expiration date Alpha will send the End User an invoice and/or renewal letter. If the End User would like to continue their support service, they will pay the invoice thirty (30) days before the expiration date. Failure to pay before the expiration date will result in the eventual termination of any and all content and support services. If an End User discontinues Support Services and at a later date wishes to reinstate the service, they will pay all prior support fees, retroactively for the uncovered period of time to reactivate this agreement. The coverage period does not get extended in these circumstances. It must coincide with the original Support Period.

## **7. COMPLETE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of DDG.

*For office use only:*

*Contract Identification Number (CIN)* \_\_\_\_\_