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Software Maintenance Services

Customer Handbook

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## WELCOME TO AUTOMON SUPPORT

AutoMon is committed to ensuring our customers' success by offering direct, knowledgeable, and responsive technical support. We strive to create a support environment that will provide you with timely information and prompt resolutions resulting in maximized availability and increased performance of our Software.

This handbook provides guidelines and reference materials that describe AutoMon's Software support, system and application upgrade process, certain customer responsibilities and Service Level response times. In most cases, the delivery of our support and maintenance for AutoMon Software products and services are governed by the terms and conditions herein. In some cases, you or your firm, company or government agency has executed a separate License, Support and Maintenance Agreement with AutoMon. If you have a separate Agreement, to the extent this Handbook and your Agreement differ, your Agreement will govern your support and maintenance arrangements with AutoMon.

Some of AutoMon Software products may be installed locally/on-premise on a customer's servers or alternatively in Microsoft Azure Cloud; others are hosted exclusively on Microsoft Azure Cloud. AutoMon's responsibilities will depend in some instances on where the Software is installed. For example, if the customer has the Software locally installed on servers they control, database backups, system and Software upgrades, encryption, anti-virus and fraud detection software are the responsibility of the customer. If the Software is hosted on Microsoft Azure Cloud by AutoMon, then those same responsibilities will be borne by AutoMon. See *Customer Responsibilities* section for additional responsibilities.

The Customer is responsible for First Line Support of any AutoMon Software product, without regard to where the Software is hosted.



## CONTACTING AUTOMON SUPPORT

Once a Customer is using an AutoMon product or service, support is handled by AutoMon's Help Desk. Support may be requested using AutoMon's toll-free phone number, or via TeamSupport, an online portal for reporting issues or errors. After-hours support is available for an additional hourly fee and only offered on a non-guaranteed response time.

The AutoMon Help Desk may be reached by calling 1-888-726-8110, ext 2. AutoMon's Standard Support Hours are: Europe and South America Mon-Fri 9 a.m. to 5 p.m. (ET); North America (except for Alaska and Hawaii) Mon-Fri 9 a.m. to 5 p.m. (Local Time Zone); Alaska and Hawaii Mon-Fri 6 a.m. to 5 p.m. (Pacific Time). In all cases, excluding weekends and holidays. Alternatively, TeamSupport can be accessed via the AutoMon website Support page at:

<https://automonllc.na1.teamsupport.com/>

Logons and Passwords to AutoMon's TeamSupport are issued through the portal itself. To receive a password, visit the URL above and select "Log In" to create an account. During the Term of your License, Maintenance and Support Agreement or your Master Subscription Agreement, there is no limit to the amount of Standard Business Hours Support so long as you provide Front Line Support in accordance with the terms described below.



## CUSTOMER RESPONSIBILITIES

You are required to establish and maintain an internal help desk to provide First Line Support for the Software. This means that you are responsible for your internal network, local hardware, systems software on your servers, desktop configuration and support and basic user questions or problems regarding the features and functions of the Software. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- First call response respecting performance, functionality or operation of the system and Software;
- Attempt to recreate the reported problem;
- Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- Document the steps taken by your First Line Support to troubleshoot the problem;
- Resolve, when possible, the problems your users have reported.

If after reasonable commercial efforts your First Line Support is unable to diagnose or resolve the issues, your designated representative will contact AutoMon Support to report the issue. In the event that you do not establish and maintain First Line Support for your users throughout the term of your Maintenance or Subscription agreement, AutoMon reserves the right to request an increase to your current subscription or maintenance fees and/or assess charges for out of scope work. Any additional charges, referred to in the previous sentence, will constitute a change order that must be signed by both parties.

Additionally, customers will, at your own expense:

- *For customers hosting their Software locally*, upgrade all system software on or before the end of Mainstream support from Microsoft (Recommended);
- Update, maintain and patch all system software, security, anti-virus, and fraud detection software to the current releases from the licensor on all customer servers used in connection with the Software;
- Consistent with government regulations (e.g. HIPAA, CJIS), apply database encryption software to secure all private or personal data stored locally while at rest or in transit;
- When the Software is locally installed, implement and perform appropriate data backup and data recovery procedures;
- Secure a high speed internet connection for use by AutoMon to perform support services and for your users to access the Software.



## SERVICE LEVEL DEFINITIONS

Service requests for Software may be submitted by your designated representative online via AutoMon’s web-based customer support system, TeamSupport, or by telephone. The Service Level shall be determined based on the severity definitions specified below.

<b>Service Level</b>	<b>Service Level Definition</b>	<b>Initial Response Time</b>	<b>Resolution</b>
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available.	2 hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure.	1 business day	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at AutoMon’s discretion at a future date
6	All Enhancement requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks or third party software.	4 business days	These requests are outside the scope of our maintenance obligations



## PRODUCT VERSION RELEASES

All of AutoMon's Software products include the right to Version Releases throughout the term of any maintenance or subscription agreement. If you host the Software on your servers, you will be responsible for installing Version Releases on your servers. You may contract with AutoMon to assist with installation at an additional charge. If your Software is hosted by AutoMon on Microsoft Azure, AutoMon will install the Version Releases.

The term "Version Releases" means new versions of the Software you have licensed from AutoMon that contain technical repairs, improvements, functional enhancements, updates, and/or maintenance changes to existing functionality. When appropriate, Version Releases will be accompanied by release notes describing the new features or functionality, and where appropriate, an installation guide (locally installed Software only) shall be provided.

The Customer shall be responsible for training with respect to each Version Release, or you may contract with AutoMon to perform these services.

### Upgrade Process

#### **For AutoMon hosted Software, the steps are:**

1. AutoMon notifies customers via email that a new version or release is ready and when it is scheduled to be deployed. During deployment of new versions or releases, the Software may be unavailable for use for a short period of time; the accompanying release notice will indicate if there is anticipated downtime. In most cases these deployments will occur after business hours.
2. AutoMon deploys the Version Release.

#### **For on-premise Software (Software that resides on customer owned or controlled servers) the steps are:**

1. AutoMon will notify customers that a new Version Release to their Software is ready to be deployed.
2. Download the required installation files from the AutoMon SFTP site or as otherwise directed by AutoMon. Instructions for obtaining and installing those updates will be provided by AutoMon.
3. Prepare your servers for implementation, with updates to your servers' system software, and run the installation files. For a time and materials charge, AutoMon will assist with updating local servers and running the installation programs associated with updates. See your Agreement with AutoMon for applicable hourly rates.



4. In an increasing number of instances, Version Releases will be installed without active assistance of the customer, via AutoMon's automated update process using Ce Sync. When Ce Sync is utilized to install updates to your Software, you will be notified in advance by AutoMon and provided release notes describing the changes that will be implemented.

## OTHER SUPPORT SERVICES

Customers may request additional services by submitting a work or enhancement request through TeamSupport or through AutoMon's Sales department ([sales@automon.com](mailto:sales@automon.com)). Other such services include: (a) additional training; (b) programming or configuration services; and (c) business analysts. AutoMon shall provide to Customer a written response to the request which describes in detail the anticipated impact of the request on the existing Software, the time required to perform such services, an implementation plan, and a schedule of expected costs.

## DEFINITIONS

- a) **"Circumvention" or "Circumvention Procedures"** shall mean, as applied to a Documented Defect, a change in operating procedures whereby the Customer can reasonably avoid any deleterious effects of such Documented Defect.
- b) **"Documented Defect"** means a failure of the Software to properly perform any of its intended functions. The Customer must use reasonable effort to document a Documented Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to AutoMon concurrently with its notification to AutoMon of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to AutoMon of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any technical or other issue for which the Customer requests services, but which is not a Documented Defect, shall be treated as a request for additional services requiring a Change Order.
- c) **"Documentation"** means the training materials, user's manuals and other materials in any form or medium provided by AutoMon to the users of the Software regarding the use or maintenance of Software.
- d) **"Enhancement."** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute an Error Correction.
- e) **"Error."** Any failure of the Software to materially conform to its functional specifications as agreement in writing with the Customer or Documentation as published from time to time by





AutoMon. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Program shall not be considered an Error.

- f) **"Error Correction."** Either a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.
- g) **Software** includes any and all Software you license from AutoMon under a License, Maintenance and Support agreement or a Master Subscription Agreement.
- h) **Systems or Third Party Software** means software licensed by a party other than AutoMon.