

**HYPACK Software Maintenance Plan** 

HYPACK reserves the right to make modifications to this document as required.

Last Updated: December 17, 2018

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#### **About**

The purpose of this document is to provide new and existing HYPACK customers with information on the standard services included in the Software Maintenance Plan ("Plan") provided by HYPACK. Contained herein are further details related to Plan benefits and coverage, support guidelines, and other important customer information.

Upon acceptance of the End User Licensing Agreement ("EULA") for HYPACK software, WHICH TERMS ARE AVAILABLE AT WWW.HYPACK.COM/EULA AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THE AGREEMENT BETWEEN HYPACK AND THE CUSTOMER, HYPACK will provide new Customers with an initial one (1) year subscription to the Plan at no charge. After expiration of the initial one (1) year Plan subscription, the Plan is renewed on an annual basis upon Customer's payment of the renewal fee to HYPACK. The terms and conditions of the EULA will apply to this Plan and any Plan renewal unless the Plan is provided under different terms. HYPACK is a division of PureHM U.S. Inc.., a subsidiary of Xylem Inc. and/or its Xylem Affiliates as applicable, and is solely responsible for providing the maintenance and support services for the HYPACK Software under the Plan.

## **HYPACK Software Maintenance Plan Subscription**

First-time customers automatically receive twelve months of coverage from the date of purchase. In order to receive this service, first-time customer must register their license. Please access our registration page at <a href="https://example.customers.customers">HYPACK® Registration</a>. Existing customers purchasing additional licenses are covered by the existing Plan subscription period.

# Signing Up

After the first year, the Customer will receive a Plan renewal letter. Simply visit our web portal at <a href="https://support.hypack.com/mp">https://support.hypack.com/mp</a> and enter the Customer Id and Access code provided in the letter. You can also contact our Maintenance Plan team at MP@hypack.com to renew your subscription.

HYPACK also offers 3 and 5-year subscription with discounted prices and fixed price protection for the term of the contract.

#### **HYPACK Maintenance Plan Program Benefits**

The HYPACK® software maintenance and support Plan is a cost-effective and comprehensive program with many valuable benefits; including the following:

- The newest versions of HYPACK® software automatically upon release, at no charge.
- Access to program updates, patches and technical documentation on our support site (http://support.hypack.com/support)
- Prompt and knowledgeable technical support by our dedicated support group via telephone and or email.
- Remote support for help and program assistance
- Reduced registration fee to the annual HYPACK Training Event. A savings of \$200 for each registration.
- Access to training classes held throughout the year on Survey, Multibeam, Volumes and DREDGEPACK ®.
- Price protection on damaged/broken keys. \$80.00 for subscribers, instead of the usual \$500 replacement fee.

## **Maintenance Plan Reinstatement**

If you choose to discontinue your HYPACK® software maintenance and support Plan, your company will become ineligible for support benefits and services. To reactivate your Plan coverage at a later date, upgrade and maintenance fees for all keys from the time of discontinuation will be due and payable. Users who have not been on the Plan for a period of greater than 5 years may not re-join the Plan.

To check the status of your Plan, you can contact HYPACK at:

**HYPACK Maintenance Plan:** 

HYPACK 56 Bradley St Middletown, CT 06457 USA Phone: +1.860.635.1500 Email: MP@hypack.com

# **Standard Support Services – Guidelines**

# I. How to contact Support?

The HYPACK technical support team provides support to all our customers with an active Plan subscription. For the better support of customers, our team has locations in the USA, Europe and Latin America. You can contact the HYPACK technical support team at:

# **HYPACK Support:**

HYPACK

Website: http://support.hypack.com/support/ Phone: +1.860.635.1500

Email: help@hypack.com

## II. Hours of Operations

Our standard hours of support are from 8:30 a.m. EST to 5:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Weekend assistance is available for urgent matters and can be reached through the main phone number a prompt will direct the user to contact the on call Support Technical Support Representative.

# III. Holiday Schedule

Below is a listing of statutory holidays in the United States. Please note that support services will be closed on designated days as outlined below:

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas

# IV. Support Notification

Under our HYPACK® Software Maintenance Plan, registered users are notified immediately when updates and new releases are available. The only way to obtain technical support, updates and new releases is to be on the plan. To receive the support notifications, please register in our support site

# V. Support Services Covered

The services listed below are services that are included as part of your software support.

- 1. Support for the HYPACK products as implemented by the HYPACK technical support team:
  - a. The HYPACK products and all default functionality
  - b. The HYPACK product side of the interfaces with other third party systems, as implemented by our software development team
  - c. The integrity of the data within the HYPACK products, to the extent that the HYPACK product has manipulated it. The HYPACK products are not responsible for the completeness or accuracy of the data originating in third party systems
- 2. HYPACK will create and provide software updates (release notes will be available upon request and on the Customer Hub) that may include:
  - a. Defect corrections (as warranted)
  - b. Planned enhancements
- 3. From time to time, HYPACK will provide software upgrades (note that there may be charges in implementation depending on the scope of services).
- 4. HYPACK will troubleshoot customer issues and provide recommendations for resolution
- 5. Customer resolutions may require remote access to the computer where HYPACK is installed
- 6. HYPACK will provide remote training on subjects of limited scope. As a rule of thumb, a subject of limited scope can be addressed in about fifteen (15) minutes over the phone. If a customer makes numerous training requests in a short period of time, we may deem the training requests to be of a broad nature. On Site training may be recommended if continual training over the phone is requested.
- 7. Customer Care Program. On a periodic basis, we will share useful information regarding the use of your HYPACK products and our services through one or more of the following methods:
  - a. Support Bulletins
  - b. Communication on new products and services
  - c. On-site visits (as required)
  - d. Webinars
  - e. Surveys
  - f. Knowledge Base
  - g. If requested, provide an Outstanding Tickets Report with conference call
  - h. Ability to attend the annual customer conference (attendance fees apply)
  - i. Opportunity to participate in BETA programs at our discretion
  - j. We shall provide an online ticketing system with the following features:
    - i. Ability to log and close tickets
    - ii. Ability to view and update tickets
    - iii. Ability to update contact information
    - iv. Access to published documentation
    - v. Access to support knowledge base
  - k. Telephone Support (Call HYPACK at 1-860-635-1500)
    - i. After normal working hours an on call technician can be reached through the main number.
    - ii. The on call support technician will return the call within one (1) hour under normal circumstances.

# VI. Ticket Process

All issues or questions reported to support are tracked via a technical support ticket. Our support analysts cannot provide assistance unless a support ticket is logged. The use of a technical support ticket allows us to track the resolution of your issues. As well, it helps us measure our activities so we can properly forecast our staffing requirements. Our current process for logging tickets includes the following: Technical Support's HYPACK Customer Hub (via website), email, and phone.

 Your ticket must contain at a minimum: your organization name, contact person, contact email, HYPACK key number, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a ticket id to track your issue and your ticket will be logged into our support tracking database.
- Your ticket will be stored in a gueue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your tickets investigates your issue, you will be notified of status updates, actions
  and a resolution plan via the support ticketing system. If we require additional information, you will be contacted by the
  assigned support representative to supply the information required.
- All correspondence and actions associated with your ticket will be tracked against your ticket ID in our support database. At
  any time, you may log onto our website to see the status of your ticket.
- Once your issue has been resolved, the ticket will be set to a "Resolved" status. You will then have time to evaluate the
  resolution and provide feedback. Once you are satisfied that the issue has been addressed, you will then close the ticket.
  We will do our best to provide you with adequate time to evaluate the resolution. However, we will then close a ticket if we
  do not receive any feedback for an extended period of time. You will always be notified of ticket closure. You will have the
  option of re-opening the ticket if needed.
- Once your ticket has been closed, you will receive an automated notification by email. You also have the option of viewing both your open and closed tickets, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be forwarded to our development team. Your support ticket will remain open until our development team provides a response. If a development item opens, you will be provided with a development tracking number upon request. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue. If an issue is determine to be an enhancement or feature, we will log a ticket in our product management queue and will notify you when a release has been made available.
- You may contact the support department at your convenience for a status update on your development issues.

### VII. Ticket Priorities

In an effort to assign our resources to incoming tickets as effectively as possible, HYPACK has identified three ticket priorities: 1(high/critical), 2(medium), and 3(low). The criteria used to establish a ticket priority are as follows:

Priority Level	Description
1	<ul> <li>System Down during data collection</li> <li>Program errors without workarounds</li> <li>Incorrect calculation errors</li> <li>Error messages preventing data integration and update</li> <li>Note: in most cases issues affecting a test environment only will not be considered a priority of 1</li> </ul>
2	<ul> <li>System errors that have workarounds</li> <li>Reports calculation issues</li> <li>Performance issues not impacting critical processes</li> <li>Usability issues</li> </ul>
3	<ul> <li>Training questions, how to, or implementation of new processes</li> <li>Aesthetic issues</li> <li>Issues where a workaround is available for a large majority of cases</li> <li>Recommendations for enhancements on system changes</li> <li>Questions on documentation</li> </ul>

#### VIII. Response Times

Response times will vary and are dependent on the priority of the ticket. We do our best to ensure that we deal with incoming tickets in the order that they are received, however, tickets will be escalated based on the urgency of the issue reported. If a support ticket is logged during standard operating hours, our response times are as follows:

Priority	Initial Response Time*	R&D Response Time from Escalation	Update Frequency
1	Within 4 hours	Same day	Every 1 business days
2	Within 8 hours	Within one week	Every 2 business days
3	Within 24 hours	Within one week	Every 2 business days

<sup>\*</sup>During Business Hours

## Example:

- Priority 1 Support Ticket received Monday January 2 at 10 am >> Support Analyst responds Monday January 2 by noon >> Support Analyst sends update Monday January 2.
- Priority 1 Support Ticket received Monday January 2 at 9 PM >> Support Analyst responds Tuesday January 3 by noon >> Support Analyst sends update Tuesday January 3.

#### IX. Escalation Process

We strive to provide a satisfying and positive support experience. However, if at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate within Support Services, as follows:

Level 1: Your ticket's assigned Support Analyst

Level 2: Team Lead, Support Services

Level 3: Manager, Support Services

#### X. Solution Updates

HYPACK will make software updates available from time to time. When an update is available, HYPACK will make an announcement to its customers.

Customers are expected to make commercially reasonable efforts to keep current on the latest version of the HYPACK Software. Further, HYPACK will provide limited support services for customers on a version that is more than one (1) version older than the current version.

# XI. Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Provision of remote or on-site training on subjects of broad scope
- New interfaces or connections to non-HYPACK (or third party) applications
- Custom modifications (e.g. rules, reports, new data, etc.)
- Upgrades and support of third party software file formats
- Installations and/or re-installations of software solution
- Cleansing or re-processing of data originating from a third party system
- Key replacement

Note: If customer purchases a billable service with a maintenance fee such as the ones listed above, the Organization is responsible for supporting these items.