# HCL Industry Software Division Telecom Products Support Guide

# **Support and Maintenance Terms**

04 October 2021

# 1 Introduction to HCL Support

### **HCL's Support commitment to customers**

HCL believes that having your trust in our ability to handle your business needs is a privilege and a responsibility. As your solutions provider, HCL strives to maintain this trust by providing quality support that enables you to concentrate on your core business issues.

HCL software Support has a global team of highly skilled professionals who are dedicated to helping you succeed with HCL products. The Support team's goal is to provide exceptional service and is eager to help you resolve your HCL software problems.

#### **Scope of Support**

#### **Definitions**

"Ancillary Services" means any consulting, advanced or on-site support, or other professional services related to the implementation, configuration, or use of the Programs (not including Program Support) or related to custom changes in the Programs.

"New Version" means any modifications or additions to the Programs that add material new features or functionality (and are not merely incremental improvements to existing features), that are not classified by HCL as Updates. New Versions may include new products, new modules, or a major release to an existing product.

"Program(s)" means the object code of the software and all accompanying documentation delivered to the customer, including all items delivered by HCL to Customer under support, but excluding commercial Third Party Software except as expressly provided herein.

"Reseller" means any entity that is properly authorized to resell the Support Services.

"Services" means Ancillary Services and Support Services.

"Service Description" means the description of the features and functionality of the Support services.

"Support" means the Support Services available for the program as specified in the Agreement and/or an Order.

"Support Fee" means the fees paid for Support Services of the Programs as specified in an Order.

"Support Services" means the provision and maintenance and support of HCL applications of the program configured and operated for use by customer, including availability of documentation, updates and (wherever applicable) new versions of the program and as described within this document.

"Third Party Software" means third party software, libraries and components incorporated in or included with a Program.

**"Updates"** means modifications, bug-fixes, corrections, or minor enhancements to the Programs to correct problems, errors or deficiencies, provide other incremental updates and corrections, or are identified by HCL as mandatory changes to the Programs.

#### **Obtaining Technical Support**

The support for the Programs is available through phone, web and email. Below are instructions for how to reach support, escalation, and what information to have ready when contacting HCL to ensure best time to resolution.

#### **Support Methods**

There are three ways to reach and get Support:

- E-mail:
- ANA: cs-ana@hcl.comiCE.X: cs-icex@hcl.com
- o NFV Acceleration Software: cs-nfva@hcl.com
- Online Support Portal:
  - ANA: https://support.hcl-ana.comiCE.X: https://support.hcl-icex.com
  - NFV Acceleration Software: https://support.hcl-nfva.com/
- Phone Support:

Country	Toll free number
Belgium	800 79 607
Brazil	0 800 0214145
Canada	1 855 973 0725
Germany	800 1830406
India	000 8000402966
Ireland	1800 904 811
Israel	1 809 455 123

Country	Toll free number
Mexico	800 7590013
Netherlands	800 0232981
Portugal	800 780 758
Russia	8 8003018465
Switzerland	800 838 212
UK	808 169 4572
USA	1 844 471 7005

#### **Tips for Opening a Support Request**

The below tips help to maximize efficiency and contribute to timely resolution of a problem:

- a) **Have Support Contract ready**. A valid Support Contract is required in connection with all methods of contact above which entitles the registered user to request support.
- b) **Enter a complete problem description**. Provide a complete description of the problem. Include as much detail as possible to improve response times and efficiency. At minimum, please include:
  - a. Customer Name, email id and phone number.
  - b. Product
  - c. Software Running Version
  - d. Severity
  - e. Incident Category
  - f. Outage
  - g. Incident Source Environment where issue observed
  - h. Problem Component
  - i. Sub-Component
  - i. Case Title
  - k. Case Description
  - I. Production URL
  - m. Market (if applicable)
  - n. Cluster (if applicable)
  - o. OSS (if applicable)
  - p. The symptom of the issue being reported
  - q. When the problem began
  - r. What has already been attempted in order to resolve the issue
  - s. What changes were done before the issue observed for the first time
  - t. Make/model of the end device(s) involved (if applicable)
  - u. If there is a particular device MAC address or Subscriber ID that is central to the issue, then please provide.
  - v. After receiving all details, TAC Frontline Engineer will create ticket and share ticket number through customer registered email.
- c) Regarding attachments: Be selective. If there is an e-mail that succinctly covers the problem, paste that into the support request. Please provide only the necessary information to clearly show the problem/issue. For example, if just two sentences of a three-page e-mail exchange cover the necessary info, please add only those two, key sentences to the support request. Also include any useful screenshots, if available.
- d) **Specify Contact information**: If Customer Contact information differs from what HCL may have on file, please include details for reaching Contacts or other key Parties for questions and updates regarding this support request.
- e) Remote Access: HCL will need remote access enabled to assist with troubleshooting.

#### **Obtaining Documentation**

Program Documentation is available for immediate download at the following links:

o ANA:

https://support.hcl-ana.com and https://www.hcltech.com/industry-software/Telecom-and-5G/ANA

o iCE.X:

https://support.hcl-icex.com and https://www.hcltech.com/industry-software/Telecom-and-5G/iCEX-DeviceMgmt#support

o NFV Acceleration Software:

https://support.hcl-nfva.com/ and https://www.hcltech.com/industry-software/Telecom-and-5G/NFV-Acceleration

#### **Support Guide Updates**

We are constantly working to develop new services. We may also change our practices over time as our business and technology evolve, and this may involve changes to the way we provide services. As a result, we may update this HCL Support Guide from time to time.

If we materially change our Support Guide, we will take steps to inform you of the change through notifications on our website. If you continue to use our websites, applications, and online services after the date any revised Support Guide comes into effect, you will be deemed to have read and agreed to the revised Support Guide.

The date on the cover page of this Support Guide shows when it was last updated and published.

# 2 On-Site Support

# **No On-Site Support**

Support does not include any on-site diagnosis or on-site problem resolution. However for emergency or in special situations which call for a specific business need, on-site support may be considered on a mutually agreed and charge basis, subject to the availability of support team, visa processing, country travel advisory and other restrictions.

# 3 Service Descriptions - Support Terms

#### **Levels of Support**

Definitions	Description
Level 1 (L1)	Basic help desk support to resolve queries with support documents. Classify the problem and identify the application / team that the problem should be handed over to.
Level 2 (L2)	Support involves answering application queries, analysis of issues, resolving minor problems that don't require code changes, and suggesting procedural changes to resolve issues. If no solution is available, Level 2 personnel escalate to Level 3.
Level 3 (L3)	In depth analysis of the issue by experienced and knowledgeable technicians, based on initial analysis from Level 2. Deciding on the best course of action to resolve the issue. Developing, testing, and delivering code changes, patches, or workarounds to fix the issue.
Level 4 (L4)	Escalation beyond the Support organization, for example to the original developers in R&D or involving external third parties in the problem investigation and resolution.

If the Customer has purchased Support through an HCL Reseller, L1 and L2 support for the solution involving Reseller and HCL product components is done by that Reseller. The Customer will have a contract with the Reseller for Support, and the Reseller will route or escalate the case to HCL, for HCL product components, on the Customer's behalf as required.

#### **Support Details**

HCL shall provide Support for the programs as defined here below:

- HCL Technical Assistance Center (TAC) access to assist by telephone, e-mail and web case submission for Programs use and troubleshooting issues.
- Manage problems according to the HCL Support Summary and Response Time guidelines.
- Access to the online Support Portal that provides Customer the ability to open a case (registered users only)

Please note that access restrictions identified by HCL from time to time may apply.

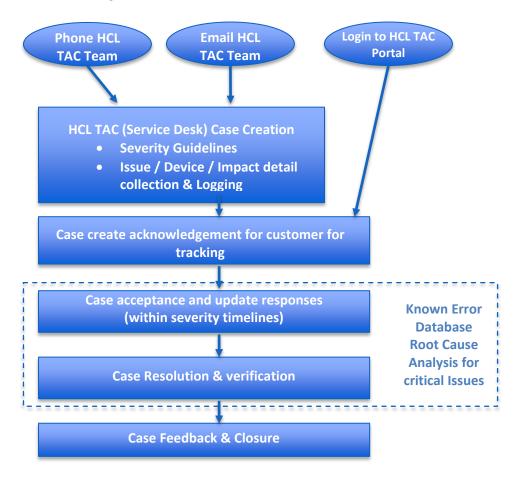
#### • Programs Updates:

- Work-around solutions or patches to reported Programs problems using commercially reasonable efforts shall be provided. Programs Software patches for on premises software will be made available for download from the online Support Portal (as available).
- Major, Minor and Maintenance Releases:

For Programs that runs on Customer's premises or in a Customer controlled environment, the Application Software releases and supporting Documentation are available on the online Support Portal.

#### **Problem Resolution Process**

The problem resolution process will vary according to the severity of the reported problem and the Parties shall work collaboratively to arrive at a problem resolution guideline to further clarify and facilitate the inter-company process for problem resolution as per the levels of support. Once a request is received and verified to be a problem with the Programs, HCL and Customer will perform the problem resolution activities as summarized in Figure 1Error! Reference source not found. to manage the problem to resolution, and HCL will escalate problems that are not resolved, according to the HCL Escalation Guidelines. Customer shall cooperate with HCL in every reasonable way (including by fulfilling Customer's responsibilities in Section 6) and shall not hinder HCL's ability to achieve problem resolutions within the designated timeframes.



**Figure 1: Problem Resolution Activities** 

# **Programs Support Severity Guidelines**

#### **Severity Levels:**

The severity level of a Customer-reported problem may be set in good faith by the Customer at the time the problem is reported according to the following criteria, but is subject to change, if mutually agreed, based on the findings of Tech Support and the provision of any workaround reducing the severity level of a problem:

Severity Level	Impact	Description				
Severity 1 (S1)	Major or Critical Business Impact	The Program is completely unavailable, or there is a critical problem or error (i.e., non-functional) in the primary functionality of the Program, or there is a critical impact on Customer's business operation due to the Program.  HCL and customer both will commit full-time resources to resolve the situation.				
Severity 2 (S2)	Moderate Business Impact	There is a serious error in the primary functionality of the Program, or the Program is degraded causing a significant impact to Customer's business operations.  HCL and customer both will commit full-time resources during HCL standard business hours to resolve the situation.				
Severity 3 (S3)	Minor Business Impact	There is a minor error or problem in a non-primary (e.g., reporting) component of the Program; most business operations remain functional.  HCL and customer both will commit full-time resources during HCL standard business hours to restore service to satisfactory levels.				
Severity 4 (S4)	Question or Request	Customer requires information or assistance on Program capabilities, installation instructions, or configuration.  Minor intermittent functionality or performance issue.  There is little or no impact to Customer's business operation.  HCL and customer both will commit full-time resources during HCL standard business hours to provide information or assistance as requested.				

#### **Programs Support Summary and Response Times**

Response time is defined as the time from when a case has been submitted in the case management system by Customer to the time when an HCL support engineer has made contact regarding the issue reported in the case. The following table outlines the objectives that HCL strives to achieve to respond to submitted cases based on their case severity. In some cases, the assigned cases severity may be adjusted to align with the Programs Support Severity Guidelines.

		Service Level											
Activity		Premium * (& Hosted/aaS)			Standard			Economy					
Access to Technical Support		24/7			24/7			8/5					
Severity Lev	el	<b>S1</b>	<b>S2</b>	<b>S3</b>	S4 S1 S2 S3 S4		<b>S4</b>	<b>S1</b>	<b>S2</b>	<b>S3</b>	<b>S4</b>		
	Response Time	15M	15M	1H	1H	1H	1H	NBD	NBD	4H	4H	3BD	3BD
Technical Support	Target Restore Time	12H	24H	NT	NT	24H	48H	NT	NT	NT	NT	NT	NT
	Target Resolve Time	5D	20D	180D	NT	20D	40D	NT	NT	NT	NT	NT	NT
Software Updates		Included			Included			Included					
Software New Versions		Included			Not included			Not included					

<sup>\*</sup> Dedicated Customer Experience Management can be added for an additional fee

BD = Business Day for HCL Support Center

NBD = Next Business Day for HCL Support Center

M = Minutes

H = Hours

D = Days

NT = No Target - reasonable effort to perform the corresponding activity. At HCL sole discretion

Target Restore Time = length of time from when HCL is contacted for a loss of service to the time when HCL provides a workaround suitable to return the system to operational status

Target Resolve Time = length of time from when HCL is first contacted to the time when HCL provides a solution to customer. This may occur simultaneously with Restore Time if restore time fix is permanent fix.

### **HCL Escalation Guidelines**

Elapsed Response Time*	Severity 1	Severity 2	Severity 3	Severity 4
1 Hour	Frontline Lead – TAC Support			
4 Hours	Manager – Product Technical Support	Frontline Lead – TAC Support		
24 Hours	Head – Product CX (Customer Experience)	Manager – Product Technical Support		
48 Hours	Vice President – Telecom Engineering	Head – Product CX (Customer Experience)		
72 Hours			Frontline Lead – TAC Support	
96 Hours		Vice President – Telecom Engineering	Manager – Product Technical Support	Frontline Lead – TAC Support

<sup>\*</sup> Severity 1 and 2 escalation times are measured in calendar hours – 24 hours per day, 7 days per week. Severity 3 and 4 escalation times correspond with Standard Business Hours.

### **4 Support Summary**

#### **Problem Support**

HCL Program Support provides maintenance and technical support to Customer for the Programs at the location(s) specified in the Order. Support is limited to the current and the immediately prior major release of the Programs (as determined by HCL). As part of Support HCL will use commercially reasonable efforts to provide resolution to each problem submitted by Customer to HCL in accordance with the Support Terms, with a level of effort commensurate with the severity of the problem. For purposes of this guide, "problem" means a reproducible condition that causes the operation of a Program to deviate from its Documentation, so as to impact Customer's ability to use the Program in the manner described in the Documentation.

#### **Infrastructure**

HCL will only support a Program if it is used with third party equipment, operating system, hardware, and third-party software, including database server systems, networks, application server systems, and client systems (collectively, "Platforms") which meet the standards therefore set forth in applicable Documentation. HCL is not obligated to modify its Programs to work around the dysfunction or limitation of Third Party Software or Platform that has not been specified in any of the Documentation as compatible with the Programs, however, HCL may provide such workarounds as Ancillary Services for additional fees. HCL does not Support or take system-level responsibility for the systems that include Programs. Nor does HCL take responsibility for third-party Platforms and Third-Party Software to which Program's interface. Except as expressly set forth in an Order, Customer is required to provide access to all Platforms and infrastructure required for operation of the Programs and the provisions of Support, including providing a suitable operating environment in accordance with the guidelines specified by the suppliers or manufacturers of such components and Platforms.

# **Remote Support**

Customer shall provide HCL with remote access to the Programs (at no charge) as necessary to perform remote Support. Remote access will be in the form of a site-to-site Virtual Private Network (VPN) connection to the servers containing the Programs. VPN access will be always-on and available to HCL, 24 hours per day, 7 days per week unless prevented by an event outside of Customer's control. HCL will comply with reasonable policies regarding access to Customer's facilities, systems and data, including remote access policies of Customer of which it is notified.

For any support provided by HCL, HCL's published Privacy Statement (https://www.hcltech.com/privacy-statement) and Data Processing Terms (https://www.hcltech.com/industry-software/Legal), as applicable per product, shall apply.

# **Dedicated Customer Experience Management**

Available for an additional fee. Requires Premium support subscription.

- A dedicated Customer Experience Manager continually monitors the customer technical support
  needs, tracks every open service request, and makes sure that resources, both at HCL and within the
  customer organization, are aligned appropriately to resolve issues quickly and completely.
- This level of support can help expedite problem resolution, improve network performance, and increase the overall productivity of the customer staff and business.
- The Customer Experience Manager also:
  - o does case review and backlog management to ensure SLAs are met.
  - o provides weekly reports and meetings with the status of service requests.
  - goes the extra mile to follow up with the customer, ensuring issues are resolved in a timely manner and customer is satisfied.
  - o builds a strong relationship between the customer and HCL.

### **5 HCL Responsibilities**

#### **HCL Technical Assistance Center (TAC)**

The HCL Technical Assistance Center (TAC) will assist Customer regarding Program questions and problems. TAC has access to numerous resources to provide answers or to escalate problems, if necessary.

# **Tracking of Problems**

HCL will respond to problems reported by the contacts that have been identified and agreed upon by the Parties ("Contacts"). All problems reported by a Contact will be logged by a Tech Support engineer and assigned a tracking number. Customer will be notified of the tracking number and should use this number in all future communication with HCL relating to such problem. HCL may close a trouble ticket without resolution if HCL has not received a response from Customer within ten (10) or more business days. HCL will notify Customer that the issue has been closed and Customer must contact HCL to reopen the issue.

#### **Problem Resolution Definition**

Problem resolution means any of the following:

- A mutually agreed upon temporary change in the procedures followed, or data supplied, in the use
  of the Program that mitigates the problem sufficiently to allow an impaired, but functional, use of
  the Program until one of the remaining resolutions is achieved as follows; or
- b) A correction of a problem by HCL and delivered to Customer, in the form of a tested "patch," an Update, a compatible release of the Program, or a New Version, that resolves the problem without causing additional problems; or
- c) HCL demonstrates, to the other party's reasonable satisfaction, that the problem has been resolved by a correction or clarification to the Documentation; or
- d) HCL demonstrates, to the other party's reasonable satisfaction, that the problem does not arise out of a failure of the Program to substantially comply with the Documentation; or
- e) HCL demonstrates, to the party's reasonable satisfaction, that the problem is caused by Third Party Software or platforms or a Customer operating system, network, hardware, or services not covered by this Agreement; or
- f) The parties agree that further effort to resolve the problem is not warranted. Such consent shall not be unreasonably withheld.

#### **Program Maintenance**

If Customer has paid applicable Support Fees, HCL will provide to Customer Updates and New Versions as follows:

- a) Updates. HCL will, in its sole discretion, issue periodic Updates to the then-current release (as determined by HCL) of the Programs, and prior releases, without additional charge to Customer so long as Customer timely pays Support Fees. Such Updates will not be issued on any regular basis. If the solution to a Customer-reported problem has already been made in a release later than the release Customer is then using, then the solution to the Customer-reported problem will require Customer to migrate to the release in which the problem has been resolved. Except as otherwise set forth in an Order, Statement of Work or other agreement by the Parties, Customer will be responsible for installing and implementing each Update. HCL will provide Customer with documentation regarding any specific installation requirements for the Update.
- b) **New Versions**. If you have purchased Premium Support, New Versions are included. Otherwise New Versions are not included as a part of Support.
- c) Changes to Programs.
  - i. **Generally Available Changes**. HCL will determine in its sole discretion the content and timing of all Updates.
  - ii. **Custom Changes**. Customer may request that HCL make custom changes in the Program used by Customer. HCL will make such changes as Ancillary Services to the extent agreed in a separate Order, Statement of Work or other agreement by the Parties that sets forth the Fees, specifications, and schedule for such changes. Unless specified in the Order or Statement of Work, Customer grants to HCL and its Affiliates the unrestricted, royalty free, perpetual, fully paid-up, irrevocable (on any basis whatsoever) worldwide right to incorporate such requested or developed changes into the Programs used for other customers or to otherwise use resulting work product in any way HCL determines without any obligation to Customer whatsoever.
  - iii. **HCL Roadmaps**. From time to time HCL may reference or share information with Customer about future technology, such as products and features under development that are not generally available from HCL today. Because this technology is in various stages of development, all information concerning this future technology, including whether HCL will continue development, its availability, pricing, and included features are subject to change without notice and will only be offered on a when and if available basis.

# **6 Customer Responsibilities**

The provision of the Programs Support by HCL assumes that the Customer will facilitate Support as follows:

- Provide, at Customer's expense, reasonable access to the on-premises Product through the Internet
  to establish a data communication link between Customer's environment and the HCL TAC engineer
  and systems passwords so that problems may be diagnosed and, where possible, corrected
  remotely.
- Provide thirty (30) days' written notice to HCL of any changes to the on-premises production environment of Programs instance. Services will be provided to Customer beginning thirty (30) days after receipt of your notification.
- Provide maintenance window(s) as requested by HCL Support team for maintenance release, minor software updates, major software upgrades and for assessment and troubleshooting of the issues raised by Customer.
- Manage the operations of the on-premise installation and infrastructure. Shall provide necessary support as requested by HCL to monitor KPIs or other parameters required for troubleshooting the issues reported by the Customer.
- Provide valid and applicable license, authentication or other information to identify the purchase of Programs for which problems and issues are reported to HCL or where Customer is seeking information from HCL in connection with Programs use. HCL may also require Customer to provide additional information as needed to address the issues reported by the Customer.
- When requested, provide HCL with a list of all personnel that Customer has authorized to contact
  HCL or access or download programs from the online Support portal. Customer is responsible for
  reviewing the list on an annual basis and adding or removing personnel as necessary.
- Update to the latest Software release and latest third-party Software release, if recommended by HCL to correct reported problems.
- Pay all engineering time, travel costs, and out-of-pocket expenses if Customer requests performance of onsite Services outside the scope of Support described in this document.
- Provide any hardware required to perform fault isolation.
- Update Support contract information to reflect the latest Major and Minor release deployed on their premises.
- Make all reasonable efforts to isolate the Programs problem prior to requesting support from HCL.
- Acquire, install configure and provide technical support for Third-party Products, including upgrades
  required by HCL or related services; and for Network infrastructure, including, but not limited to,
  local and wide-area data Networks and equipment required by HCL for operation of Programs.
- HCL shall provide Support as defined in Section 4 (Support Summary). If additional services are
  requested by Customer, HCL shall submit a price quote for such services. Once the price quote is
  accepted by Customer, HCL shall deliver those services as agreed mutually.

- Designate software users, IT admin and help desk to attend and participate in training and support process reviews, when applicable.
- Customer's designated Programs users will complete any necessary training made available by HCL that are recommended.
- Advise HCL of Customer standard operating procedures related to its business practices, its internal
  operational nomenclature and Environment to allow HCL to discuss cases with Customer in the
  context of Customer's business environment.
- Provide a severity level as described in the section Programs Support Severity Guidelines for all the problems reported by Customer.
- Provide valid and applicable serial numbers for all Program problems and issues reported to HCL or where Customer is seeking information from HCL in connection with Program use. HCL may also require Customer to provide additional information in the form of location of the Program, city location details, and zip code information.
- Make reasonable efforts to assist HCL in identifying, isolating and duplicating a problem, and allow HCL reasonable access to the Programs and the supporting Platforms, equipment, systems, documentation, and services, as necessary to perform Support services.
- Have an enough knowledge of the Platforms, of the programming language, if any required, and of the Programs, to use the Programs with the Platforms.
- Be responsible for standard maintenance and installation of any common carrier equipment or communication service related to the operation of the Programs that is not furnished by HCL.
- Be responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or HCL, which arise out of the performance of Support.
- Be responsible for performing all Programs back-ups in accordance with published Documentation, and all necessary data backups.

#### 7 Exclusions

#### **Eligibility of Programs**

Only unmodified Programs are eligible for Support (unless authorized in writing in advance by HCL) and provided that Customer has paid all Support Fees due for Program Support, and Customer has complied with its obligations hereunder.

#### **No Training**

Except as otherwise set forth in an Order, Statement of Work or other agreement between the Parties, Support does not include training on the Programs, Third Party Software or Platforms.

#### **Specific Exclusions**

HCL will have no obligation to provide Support for any problem, failure or defect in the Programs caused by: (a) the misuse of or damage to the Program; (b) modifications to the Programs not made by or authorized in writing in advance by HCL; (c) combination or use of the Programs with other software or hardware not provided or approved in writing by HCL; (d) use of the Program in an operating environment other than that described in the Documentation; (e) on-site Platforms, facilities and systems which do not meet the standards set forth in any of the Documentation; (f) Customer's failure to implement all Updates which are provided or offered to Customer; or (g) interconnection of the Programs with other software or hardware products not supplied by HCL except as expressly prescribed in the Documentation. HCL reserves the right to charge for any work performed by HCL that was found to be caused by a breach of any of these exclusions. Charges will be made at HCL's then-current standard hourly rates.

EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT HCL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, PERFORMANCE, DURABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **No Restoration**

Support does not include any labor to restore any version of the Program other than versions which are under Support at the time of the Order, or efforts to restore data beyond the most recent backup.