BlackBerry AtHoc Software Assurance & BlackBerry AtHoc Technical Support Services

Program Description, September 2017

BlackBerry AtHoc Software Assurance and BlackBerry AtHoc Technical Support Services

Program Description ("BlackBerry AtHoc Technical Support Services Program Description")

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Introduction

Unleash the power of your crisis messaging solution with trusted Services and Support from BlackBerry. BlackBerry Business Services are here to support customers globally – directly or through a partner – with advice, analysis, implementation, and migration expertise.

This document describes the levels of the BlackBerry AtHoc Software Assurance and BlackBerry AtHoc Technical Support Package ("SA/TS Package"), a service that provides organizations with direct access to the technical experts at BlackBerry in order to help achieve maximum uptime and stability of your procured BlackBerry AtHoc solution and services, including:

- AtHoc Alerts Networking Alerting System (NAS): send email, desktop alert, SMS (text messaging) notifications.
- AtHoc Alerts Telephone Alerting System (TAS): send voice notifications by dialing work, home, and mobile telephones.
- AtHoc Alerts Integration: interface directly with hardware like an alarm or outdoor speaker system (aka. Giant Voice).
- AtHoc Alerts Smart Device Application.
- AtHoc Account: gain real-time visibility into the safety and status of your personnel.
- AtHoc Collect: gather critical information from your personnel to achieve situational awareness.
- AtHoc Connect: communicate and collaborate with other organizations.
- BlackBerry AtHoc Software Service: subscribe for Software as a Service ("SaaS") hosted with BlackBerry.
- BlackBerry AtHoc Communication Service: subscribe for emergency and non-emergency notification transmission using telephony and communications.

With a flexible choice of program levels and optional services designed to meet the needs of organizations - regardless of the size and complexity of a customer's BlackBerry AtHoc deployment - there are Support and Services options that will help provide an organization with increased productivity.

Customer Support Contact Information
athocsupport@blackberry.com
BlackBerry AtHoc Customer Support Portal

By subscribing to a SA/TS Package, customers may receive the following benefits:

- Manufacturer-based technical support that provides a single point of expert support for all BlackBerry AtHoc products and services;
- Flexible and scalable support options that are designed to meet the evolving needs of your organization;
- Prioritization of critical issues ahead of non-critical tasks, to ensure critical issues are addressed as quickly as possible.
- BlackBerry AtHoc Software Assurance, which provides upgrade and/or update rights (See Annex 2).
- Access to the BlackBerry AtHoc Customer Support Portal, an online self-service area that features exclusive support resources and troubleshooting tools.

Note: Support coverage starts on the first day a customer receives system information and access credentials. Services must be used and will only be provided during the applicable term of a SA/TS Package. Professional services (i.e., installation, configuration, training) must be used within 12 months from initial order and will be forfeit if not used.

Eligibility for a SA/TS Package

To be eligible for a SA/TS Package, customers must:

- Purchase coverage for all software and licenses, subscriptions and value-added services or support for all licensed components of the BlackBerry AtHoc Solution, including BlackBerry AtHoc Crisis Communication Suite including Alerts, Account, Collect, Connect, Integration and Smart Device Activation, BlackBerry AtHoc Software Service, and BlackBerry AtHoc Communication Service. The End User cannot cover some software licenses, subscriptions and value-added services on support and go unsupported on others.
- Consistently on the same level of support. For example, if a customer purchases a SA/TS Package with Premium support for some software it must cover all software, subscriptions and value-added services at the Premium level.
- Renew their SA/TS Package subscription on time to ensure there is no lapse in coverage. Should a lapse occur and the customer wishes to renew the coverage, the new subscription effective date will be the day following the original expiration date.
- Purchase one-year of the SA/TS Package. For existing and active customers, the BlackBerry AtHoc Technical Support may be pro-rated to align to a customer's then current SA/TS Package.

Service Features

Support Levels

The BlackBerry AtHoc Technical Support Services program is divided into distinct SA/TS Package levels: Standard and Premium support. The BlackBerry AtHoc Software Service is provided with Premium Support. The methods of accessing the BlackBerry AtHoc Technical Support team and expected response time[1] for issues reported vary based on the level of support purchased and the Severity of the issue. Each service offered within a SA/TS Package will be delivered in English only.

Standard Support: Named Contacts can contact submit issues electronically through the BlackBerry AtHoc Customer Support Portal twenty-four (24) hours-a-day, seven (7) days a week[2]. Severity High technical issues submitted electronically will have a Response Time Target of four (4) hours, within business hours (9 am – 5 pm local time of a customer's head office).

Premium Support: Named Contacts can engage BlackBerry AtHoc Technical Support analysts via telephone or submit issues electronically through the BlackBerry AtHoc Customer Support Portal twenty-four (24) hours-a-day, seven (7) days a week[2]. Severity High Technical issues submitted via the telephone or the BlackBerry AtHoc Customer Support Portal will be routed to the highly skilled technical experts and will be given the highest priority in the response queue. Critical (Severity High) technical issues will have a Response Time Target of two (2) hours.

For a further description of the applicable support levels see the chart below under the title Response and Escalation Summary Chart.

Submitting Issues and Response Process

All customers are encouraged to use the BlackBerry AtHoc Customer Support Portal to create support cases electronically and to access: support case status, self-service options, technical documentation, and additional system resources.

Premium customers can initiate critical support cases by telephone. In order for BlackBerry to investigate and initiate troubleshooting, the first level support analyst will establish the nature and severity of the issue, advise of the contact call back time, and request supporting information and data as needed. For lower severity issues, a customer may be required to submit the support issue electronically in the BlackBerry AtHoc Customer Support Portal.

As a means to ensure that we provide the best support to our customers, BlackBerry offers Severity Based Routing, which enables us to manage and respond to a customer's issues based on severity.

When organizations contact the BlackBerry AtHoc Technical Support team, a support ticket is initiated. Each support ticket is assigned a unique support ticket number which the BlackBerry AtHoc Technical Support team uses to track the issue. The support ticket number will be provided either at the end of a call or via an automated email message receipt. Named Contacts (described below) must refer to this support ticket number for all communications relating to that specific issue.

All requests for support are initially deemed to be 'issues' by the BlackBerry AtHoc Technical Support team. When an issue is reported, organizations indicate its impact to their organization in an attempt to assist the assigned BlackBerry AtHoc Technical Support representative to classify the issue's severity. A customer's most critical issues will be prioritized and the customer will be connected with an expert support representative to minimize downtime. By submitting the request online through the BlackBerry AtHoc Customer Support Portal, a customer is able to provide key diagnostic data and details of the issue, enabling BlackBerry AtHoc support to improve response time.

Except as described below, support is limited to telephonic and email support.

BlackBerry AtHoc Customer Support Portal

The BlackBerry AtHoc Customer Support Portal is a secure online resource center available to customers with a SA/TS Package. The BlackBerry AtHoc Customer Support Portal requires a unique login and password which will be provided to each Named Contact when SA/TS Package is purchased. Log in details will be provided to each identified Named Contact email.

The BlackBerry AtHoc Customer Support Portal provides access to self-service tools and resources to help troubleshoot common issues. This includes the ability to create service requests and access software documentation, product tutorials, and other information.

In addition, Named Contacts may access the following tools:

- Create Service Requests – Service requests submitted electronically through the BlackBerry AtHoc Customer Support Portal will be addressed by priority as per the Severity Based Routing guidelines provided in the Response and Escalation Summary Chart later in this program description.
- Manage Service Requests – In addition to creating requests, Named Contacts may view, and add comments to open service requests associated with their support subscription.
- View Support Subscription Details – Named Contacts may view details about: their organization's support subscriptions, subscription expiration dates, active Named Contacts, and other subscription information.

BlackBerry appreciates the value of our customers being educated and knowledgeable about the BlackBerry enterprise software they manage and support. Named Contacts will gain access to web based training modules within the BlackBerry AtHoc Customer Support Portal. The web based training modules will be tailored to BlackBerry software components covered under the SA/TS Package subscription.

Standard Support: Included
Premium Support: Included

Named Contacts

Customers can designate a certain number of select individuals, based on subscription level, to submit technical support issues to BlackBerry and have full access to the BlackBerry AtHoc Customer Support Portal. Examples of Named Contacts may include IT Managers, BlackBerry enterprise software Administrators, Operators, and Help Desk staff members who are responsible for helping manage the BlackBerry AtHoc solution.

BlackBerry may send periodic notifications to each Named Contact using the contact information provided during enrolment. Such notices may include, but are not limited to, program changes, software release notifications, product newsletters, surveys, webcast invites and BlackBerry AtHoc solution offers. Named Contacts may indicate at any time that they no longer wish to receive such notices.

Standard Support: 10 included; Option to purchase more
Premium Support: 100 included; Option to purchase more

Note: Additional charges may apply should individuals from a customer's organization who are not listed as Named Contacts contact the BlackBerry AtHoc Technical Support team using the customer's BlackBerry AtHoc Technical Support Services code.

Tech-to-Site Assistance [3, 4]

BlackBerry will at its discretion offer technical assistance for on premise installations and integrations on-site at a customer's facilities at then current service rates, provided that BlackBerry has determined such failure to be: (a) of Severity High; (b) caused by the BlackBerry AtHoc Software, and (c) not feasible to correct via remote assistance. A member of BlackBerry AtHoc's Technical Support team will be dispatched for on-site assistance within two (2) business days of such a determination if the customer site is located in the continental U.S., or within three (3) business days for all other locations, subject to Visa, flight availability, and other travel restrictions outside BlackBerry control. Once on-site, the customer must provide the Blackberry resource with access to the necessary work site and systems to work on the issue(s).

For a more detailed services description of Tech-to-Site Assistance, see Annex 1. Such technical assistance will be provided in coordination with customer assistance, including site access and any needed language translation assistance.

Standard Support: N/A
Premium Support: Option to purchase at current rates for on-premises installation or integrations.

BlackBerry AtHoc Maintenance & Minor-Version Software Assurance[5]

BlackBerry AtHoc Maintenance & Minor-Version Software Assurance provides bug fixes and patches for third-party software and minor revisions to the BlackBerry AtHoc software. That is, a minor version release of the covered software that provides functional enhancements at the platform-level that do not materially advance the software's capabilities. A minor version will typically be identified by a change in the second version number of the software, e.g. 7.1 to 7.2. This type of release referred to as a "Maintenance Release" or "Service Pack".

Standard Support: Included
Premium Support: Included

BlackBerry AtHoc Major-Version Software Assurance[5]

BlackBerry AtHoc Major-Version Software Assurance provides a customer the latest functional enhancements at the platform-level which materially advances the software's capabilities. A major version will typically be identified by a change in the first version number of the software, e.g. 7.x to 8.x. A Customer will be entitled to major revisions only for the particular software product(s) it licenses.

Standard Support: Not included. Customers must purchase Major-Version Software Updates.
Premium Support: Included. Customers receives Major-Version Software Updates with software assurance.

BlackBerry AtHoc will have the right to cease providing any of the foregoing BlackBerry AtHoc Software Assurance for specific versions of the Software, as long as it notifies customer at least twelve (12) months in advance of the End of Life (EOL) cessation date.

New Product Releases and modules are not included in BlackBerry AtHoc Software Assurance. A New Product Release is a software release that contains new features or substantial additional functionality, which BlackBerry may determine in its sole discretion, is subject to additional license fees or terms ("New Releases").

For a more detailed services description of BlackBerry Software Assurance, see Annex 2

BlackBerry AtHoc Technical Support Services - Comparison Chart

BlackBerry AtHoc's standard SA/TS Packages (and the options included in each) are as follows. The BlackBerry AtHoc Software Service is provided with Premium Support.

Service Features

Feature	Standard Support	Premium Support
Coverage and Access	24x7x365 issue submission to via BlackBerry AtHoc Customer Support Portal[2]	24x7x365 issue submission via Telephone and/or BlackBerry AtHoc Customer Support Portal[2]
BlackBerry AtHoc Customer Support Portal	Included	Included
Named Contacts	10	100
Tech-to-Site Assistance[3, 4]	N/A	Option to purchase at current rates for on-premises installation or integrations

Software Assurance

Feature	Standard Support	Premium Support
BlackBerry AtHoc Maintenance & Minor-Version Software Assurance	Included	Included
BlackBerry AtHoc Major-Version Software Assurance	N/A	Included

Response and Escalation Summary Chart

Issue classifications are outlined in the table below:

Severity	Definition	Initial Response Time Targets
Severity High Critical Business Impact	A Severity High issue is defined as an issue that causes a total loss of service for which no procedural workaround exists. This problem is critical to a customer's ability to operate, and may affect a majority of the existing users. **Note:** BlackBerry AtHoc Support Teams members are paged twenty-four (24) hours a day, seven (7) days a week for critical issues; Customers must agree to be available for engagement 24x7 until relief has been provided.	**Standard** Electronic: 4 hours (during local business hours of customer's head office) **Premium** Phone or Electronic: 2 hours
Severity Medium Significant business impact	A Severity Medium issue is defined as an issue that causes a severe degradation of service to BlackBerry customers. A customer's key business process is impaired but not disabled, with most employees of a customer continuing operation but in a significantly restricted fashion.	**Standard** Electronic: 8 hours (during local business hours of customer's head office) **Premium** Phone or Electronic: 4 hour
Severity Low Moderate business impact	A Severity Low issue is defined as an issue that has slightly compromised the ability of a customer to conduct business. The customer can continue to conduct business and productivity loss is minor, with most employees of a customer not impacted. The situation may be temporarily circumvented with an established work-around.	**Standard** Electronic: 1 business day **Premium** Phone or Electronic: 8 hours

Note: Severity classifications may be updated by BlackBerry during the lifecycle of an issue if the impact to the customer changes.

Note: The foregoing response times are estimates only and shall not be considered a representation or warranty under any agreement the customer may have with BlackBerry including this BlackBerry AtHoc Technical Support Services Program Description.

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BlackBerry AtHoc Software Service Availability

Customers can subscribe to the BlackBerry AtHoc Software Service, a SaaS offering hosted by BlackBerry according to the following service availability levels. This section is not applicable to on-premises installations of the BlackBerry AtHoc solution.

1. Service Availability

Service Availability. BlackBerry will make commercially reasonable efforts to maintain the operation and availability of the following services at least 99.95% of the time in any calendar quarter during the term of a customer subscription ("Service Level"), excluding commercially reasonable downtime:

- **BlackBerry AtHoc Software Service Downtime Calculation**

  "Downtime" means that the servers providing the BlackBerry AtHoc Software Service are unavailable for a period of time that results in the Service Level not being achieved in a given calendar quarter, excluding any period of unavailability arising from the Service Level Exclusions set out in Section 2 below. Downtime is measured based solely on the BlackBerry AtHoc Software Service server side error rate.

- **SMS, Email and Telephony notifications sent through the BlackBerry AtHoc Software Service Downtime Calculation.**

  "Downtime" means that the SMS, Email or Telephony notifications are not being sent out from the Service that results in the Service Level not being achieved in a given calendar quarter, excluding any period of unavailability arising from the Service Level Exclusions set out in Section 2 below. Downtime is measured based solely on the BlackBerry AtHoc Software Service server side error rate. The service will be considered satisfied if a first delivery attempt is made.

2. Service Level Exclusions

The Service Level and the calculation of Downtime excludes availability or operational issues resulting from: equipment not owned and operated by BlackBerry or located at BlackBerry's facilities; outages to Software Service server network connections not owned and operated by BlackBerry or located at BlackBerry's facilities; acts and/or omissions of a customer, customer's employees, or any third party or its employees; and a customer's or third party systems, services or software (including without limitation any installations of BlackBerry software at the customer's premises). The Service Level and the calculation of Downtime also excludes: issues associated with a customer's license management; issues associated with initial activation of a customer or it employee's mobile devices; scheduled or emergency maintenance windows; suspension of the Software Service pursuant to the terms of the Agreement; free Software Services, including, without limitation, demos, trials or pilots; technical support services provided by BlackBerry or a third party; or anything else not within the sole control of BlackBerry including without limitation, force majeure events. In no event will BlackBerry be responsible for delivery failures of notifications resulting from: (i) busy, SIT (system interruption tone), or no-answer conditions; (ii) inbound call restrictions or limitations relating to the particular recipient; (iii) use of the Service via an unauthorized platform or in conflict with these Terms; (iv) telecommunications failures resulting from or caused by a Customer's, a recipient's, or any third-party carrier's network, equipment, system, employees, or agents; or, (v) other events beyond BlackBerry's reasonable control (e.g., force majeure).

3. Maintenance

Server and network infrastructure redundancy will be used to minimize scheduled or planned downtime where practical. BlackBerry regularly conducts maintenance and will keep the customer apprised of maintenance windows that result in anticipated actual downtime at least 24 hours in advance. Actual scheduled or planned downtime will normally not exceed thirty (30) minutes, and will normally not occur more frequently than once a week. BlackBerry will provide reasonable notice of any unscheduled maintenance that results in downtime.

BlackBerry AtHoc Communication Service Subscription Terms

In addition to purchasing a SA/TS Package subscription, customers can purchase a BlackBerry AtHoc Communication Subscription that is provided according to the following service level terms and the applicable BBSLA.

BlackBerry AtHoc Communication Service

1. ### Definitions

   "Emergency Notification" means notification that provides information to employees, contractors or agents, about a potential or ongoing emergency situation that may require action to protect health, safety, or property.

   "Non-emergency Notification" means notification other than an Emergency Notification, such as a notification that provides information to employees, contractors, or agents, about an IT issue.

   "Notification Delivery System" means the system provisioned by BlackBerry providing the subscribed communication service to a customer.

2. ### Lines-Based Telephony Service

   Shared lines: Shared telephony lines are shared among all customers. Should any shared line use exceed the system's available capacity at any time, BlackBerry may allocate its available capacity equitably and will obtain additional capacity as soon as possible.

   Reserved lines: Reserved telephony lines are lines that each customer may use until a reserved-line Customer sends a notification. Upon sending the notification, the reserved-line customer will be allocated each of its reserved lines. In the unlikely event that a line is already in use by another customer for a call, it will be allocated after the call finishes. BlackBerry will maintain more lines than required by reserved-line customers to ensure system availability.

   All outbound telephonic notifications, and all inbound calls to retrieve or respond to notifications, require use of lines when in progress and are subject to transaction fee charges based on a customer's Line-Based Telephony subscription.

3. ### Delivery Performance

   Notification delivery speed depends on the configuration and capabilities of the system, including: the BlackBerry AtHoc solution configuration and its network throughput relaying notifications to BlackBerry AtHoc notification delivery systems, the delivery channel (e.g., phone call, email, SMS, desktop notification), the communication path within the channel, and the recipient network environment and device (e.g., mobile phone, desktop, etc.).

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Here is a summary of: (a) typical factors that may impact performance; and (b) of the performance characteristics that BlackBerry often observes:

Delivery Step or Delivery Channel	Typical Performance for Sending Notifications (actual receipt time will vary)	Typical Factors Impacting Performance
Activating the alert in BlackBerry AtHoc solution and preparing notifications for delivery	After an alert is activated, the BlackBerry AtHoc system begins processing, preparing notifications, and sending them for delivery by BlackBerry AtHoc Notification Delivery Systems. Typical times for preparing and processing are: 5 seconds to send up to 1,000 notifications, 20 seconds for 25,000 notifications, and 40 seconds for 50,000 notifications. Depending on the performance factors described here, actual time to relay notifications for delivery may vary.	BlackBerry AtHoc system configuration (if on-premise), number of recipients targeted, network latency, and available bandwidth and capacity of networks (e.g., mobile carrier, Internet, and enterprise WAN and path to AtHoc Notification Delivery Systems) to handle the load.
SMS Text Messaging	The BlackBerry AtHoc SMS Notification Delivery System can send up to 6,000 SMS Text notifications per minute to the SMS aggregators.	Factors specific to mobile environments, such as mobile carrier network capacity and congestion levels, local cellular tower available capacity, base station signal (e.g., range, weather interference) and mobile device readiness (e.g., breakage, no battery charge, phone number blocking).
Mobile Application	The BlackBerry AtHoc Mobile Notification Delivery System can send up to 30,000 mobile push messages per minute to Apple Push Notification Services (APNS), BlackBerry Push Proxy Gateway (BPPG), and to Google Cloud Messaging (GCM) combined. Apple and Google do not provide any service guarantees	Factors specific to mobile environments, such as mobile carrier network capacity and congestion levels, local cellular tower available capacity, base station signal (e.g., range, weather interference) and mobile device readiness (e.g., breakage, no battery charge, phone number blocking).
Email	The BlackBerry AtHoc Email Notification Delivery System can send up to 24,000 digitally-signed PKI emails per minute to a mass email distribution service.	Customer's email server capacity and the configured server response to requirements for processing large amounts of incoming email, current load on the customer email servers, and customer email server spam and malware filter response and capacity.
Voice Telephony	BlackBerry AtHoc Telephony Notification Delivery System makes voice phone notifications per the capacity (number of lines) ordered and provisioned to the customer.	Many factors may impact performance including a carrier's path capacity, carrier telephony PBX, customer telephony PBX or cellular tower capacity to handle large number of concurrent voice calls, call duration (message length, number and length of response options), and the Subcriber's subscription for Line-Based Telephony Service.

Delivery Step or Delivery Channel	Typical Performance for Sending Notifications (actual receipt time will vary)	Typical Factors Impacting Performance
Desktop Notification	The BlackBerry AtHoc solution is designed and configured to handle a specified number of concurrent online BlackBerry AtHoc desktop notification applications. Notifications delivery is made within a configured polling interval - typically 3 minutes - where all online desktop applications retrieve pending messages within the polling interval.	Installation of the desktop application and desktop readiness, as well as the customer network capacity and current congestion, LAN, WAN and communication path to the AtHoc system serving the desktop notification applications.

The typical factors and others will influence performance differently for each installed or provisioned system, because each customer mobile and enterprise IT environment is different and BlackBerry does not control the entire system. Accordingly, actual notification delivery throughput will vary, and BlackBerry cannot assure delivery of any one message or notification by a certain time.

Customer Responsibilities and Out of Scope Services

Here is a description of customer responsibilities and out of scope services. Some of these items are not applicable to the BlackBerry AtHoc Software Service.

Customer Responsibilities

Communication service costs: A Customer is responsible for third-party communication service costs, including costs such as the customer's ISP, wireless carrier mobile service, and push notification service, as well as the telephony services described in the BlackBerry AtHoc Communication Service Subscription Terms section above. In addition, since costs for integrating with third-party hardware or software (e.g., giant voice or alarm systems) assumes a system compatible with the BlackBerry AtHoc solution, the customer is responsible for any additional costs required to make third-party hardware or software compatible with the BlackBerry AtHoc solution. BlackBerry can provide information on currently compatible third-party hardware or software on request.

Support responsibilities: After the BlackBerry AtHoc Technical Support team has determined the nature of a customer issue, BlackBerry may require customers to provide records, such as log files or configuration files to effectively troubleshoot and resolve an issue. If the requested information is not provided, it may impede BlackBerry's ability to address the reported issue within the specified Response Time Targets.

It is assumed that individuals involved in support of the BlackBerry enterprise software products and systems at the customer's location/s are familiar with the processes outlined in this program description. It is also assumed that these individuals have received the required user training on the BlackBerry AtHoc solution they are supporting.

Task	On-Premise Customer	Software-as-a-Service (SaaS) Customer
Performing Daily/weekly operator preventive maintenance tasks (e.g., performing system backup).	X	
Providing BlackBerry with accurate information about systems and software being operated in order to allow accurate and efficient troubleshooting of submitted issues.	X	X
Maintaining system and supporting Hardware/VMs with current OS patches and updates.	X	
Monitoring and adhering to Blackberry AtHoc Advisories, or informing Blackberry AtHoc of any issues in doing so.	X	X
Providing BlackBerry remote access to view system when troubleshooting issues.	X	
Ensuring that Named Contacts associated with an account are verified on a regular basis and any changes to assigned Named Contacts is communicated to BlackBerry.	X	X

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Task	On-Premise Customer	Software-as-a-Service (SaaS) Customer
Preparing the site and environment for installations or integrations.	X	X
Assigning and maintaining User privileges	X	X
Loading data.	X	X
Archiving, backing-up, recovering, and executing test plans periodically.	X	
Assisting BlackBerry to research and verify compatibility of recommended software patches.	X	
Performing basic, initial issue isolation and identification before reporting an issue to BlackBerry Technical Support.	X	X
Participating in evaluating issue escalation priorities, when necessary.	X	X
Coordinating, facilitating, and participating in periodic support reviews and technology meetings.	X	X
Supporting or obtaining support for products not supported by BlackBerry.		
Providing reasonable notification of schedule changes for implementation activity.	X	X
Reviewing system change activity prior to implementation.	X	
Providing a testing or staging environment outside the production environment to test changes before implementation.	X	X
Following its own established change management procedures.	X	

Out of Scope Services

Services that are not described within a customer's designated support level as outlined above, are outside the scope of SA/TS Packages and are chargeable to the customer on a per occurrence basis, at then-current rates. If a customer requests any of these services, BlackBerry AtHoc Technical Support will inform the customer, in advance of the service being rendered, that it may be subject to additional charges. Examples of services not covered by SA/TS Packages include, but are not limited to the following:

Customer Responsibility Issues

- System administrator functions that are the customer's responsibility including, but not limited to:
    - Installation/configuration/testing/tuning of third-party software, applications, components or products.
    - Backup and restoration of customer's system(s) and related data.
    - Management of customer-tailored parameters.
    - Creation/modification of scripts that are unique to the customer's environment.

- Classroom and other product training including customized operational/technical procedures.
- Support when malware is detected on customer's systems - BlackBerry assumes no responsibility for data loss when asked to assist customer with the cleaning of malware.
- Direct support for end users who are not Named Contacts. Only Named Contacts can interact with BlackBerry AtHoc Technical Support.

<u>Software Issues</u>

- Services relating to unsupported software support, database implementation, population, and administration, execution of data loading procedures, data archiving and recovery.
- Service issues related to unsupported software products, once the cause has been isolated to the unsupported product and communicated to the customer.
- Software reloads for any component of the BlackBerry AtHoc solution and restoring software to an operational level as defined in the product specifications.
- Services issues resulting from the following causes:
    - Customer or any third party's negligence, misuse, or abuse;
    - Failure to operate equipment in accordance with BlackBerry's recommended specifications;
    - Failure to perform regular preventive maintenance activities;
    - Acts of third parties;
    - Improper implementation or operation of software; and
    - Failure to perform those actions as prescribed by BlackBerry during technical troubleshooting.
- Custom programming or custom application development for customer.

<u>Hardware and Network Issues</u>

- Services related to unsupported hardware support, including issues with customer or third party networks, infrastructure, and other hardware issues. Third-parties include ISP, wireless carriers, aggregators.
- BlackBerry has no obligation to replace, repair or refurbish an IP Integration Module more than four (4) years from the date of installation. BlackBerry will at its discretion replace, repair, or refurbish a defective IP Integration Module less than four years from the date of installation.
- BlackBerry has no obligation to support or replace third-party products (including hardware, software, and components of third-party giant voice or alarm systems) or services related to an integration with the BlackBerry AtHoc solution where the customer has replaced, updated, changed, or modified the integration or third-party product or results of the service. Any services that AtHoc BlackBerry provides for such integrations will only be available at the then current professional services rates.

Annexes

ANNEX 1 TO THE BLACKBERRY ATHOC TECHNICAL SUPPORT SERVICES PROGRAM DESCRIPTION

During the term of the SA/TS Packages, a customer may purchase Tech-to Site Assistance (per issue) (referred to as "TTS"), as further described below for a Technical Issue (as defined herein) and the TTS Services will be delivered to the customer by a BlackBerry resource (the "BlackBerry Resource").

1. <u>Technical Issue Definition and Scope of Tech-to-Site Services</u>

a)   Technical Issue and Submission Process

i.) Technical Issues are specifically limited to BlackBerry AtHoc Software. For clarity BlackBerry AtHoc Software shall not include any Third Party Software.

ii.) BlackBerry reserves the right to review and approve each submitted Technical Issue is covered under the customer SA/TS Package. A Technical Issue that can be resolved remotely or that is not otherwise covered under the SA/TS Package may be rejected by BlackBerry. If BlackBerry determines that the Technical Issue could be resolved remotely without dispatching a BlackBerry Resource, then BlackBerry may continue to troubleshoot the issue remotely and advise the customer as to what the issue may be and how it may be resolved.

iii.) If BlackBerry approves the Technical Issue, BlackBerry will electronically contact the customer to confirm the assignment and deployment of a BlackBerry Resource to the customer's location.

iv.) BlackBerry will assign and deploy, at BlackBerry's sole discretion, a BlackBerry Resource to the customer's location to provide the TTS Services. The BlackBerry Resource will perform only the TTS Services to resolve the identified Technical Issue and no other services will be provided by the BlackBerry Resource at the customer's location.

b)   Scheduling of TTS Services

i.) A member of BlackBerry AtHoc's Technical Support team will be dispatched for on-site assistance within two (2) business days of such a determination if the Licensee site is located in the continental U.S., or within three (3) business days for all other locations, subject to Visa, flight availability, and other travel restrictions outside AtHoc BlackBerry control. Upon arrival in the city of the customer's location, the BlackBerry Resource will report directly to the customer's location. All travel arrangements, including transport to the customer's location will be arranged by BlackBerry.

ii.) The BlackBerry Resource is limited to perform the TTS Services for a maximum of eight (8) hours within a twenty-four (24) hour period (a "Work Day"). The BlackBerry Resource will perform the TTS Services within as many Work Days as required in order to resolve the Technical Issue or provide the Preventative Annual Maintenance.

iii) The BlackBerry Resource is limited to performing the TTS Services related to the approved Technical Issue. If the customer requires additional services, then the customer will have to submit a separate Technical Issue for BlackBerry's review and approval.

c)   TTS Services

For each BlackBerry approved Technical Issue, BlackBerry will be responsible for (i) analysis; and (ii) using commercially reasonable efforts to resolve the Technical Issue.

d)   Technical Issue Resolution

The resolution of the Technical Issue will be considered concluded, as determined by the BlackBerry Resource in their sole discretion, when the identified Technical Issue is no longer reproducible during the BlackBerry Resource's visit to the customer's location.

Once the Technical Issue is deemed concluded, the BlackBerry Resource will inform the customer of the work done and the Technical Issue will be deemed completed. The BlackBerry Resource will no longer be available at the customer's location.

2.   Out of Scope for TTS

The following are NOT included in the scope of the TTS Services, in addition to the out of scope services identified above (collectively "Out of Scope Issues"):

a)   Physical contact and direct changes to the customer's messaging system servers;

b)   Physical contact and direct changes to the customer's BlackBerry AtHoc Solution environment;

c)   Physical contact and direct changes to the customer's existing or proposed network infrastructure;

If a requested Technical Issue contains an Out of Scope Issue, then BlackBerry will reject the request. If an identified Technical Issue is determined to be an Out of Scope Issue by the BlackBerry Resource while at the customer's location, then the customer must provide a sign off for the Technical Issue and the BlackBerry Resource will not remain at the customer's location.

3.   Customer's Responsibilities for TTS

a)   Point of Contact: The customer must designate personnel to act as the single point of contact for the BlackBerry Resource ("Customer's Contact") applicable to the identified Technical Issue or Annual Preventative Maintenance. Customer's Contact will be responsible for, but not limited to, the following:

i.) Be onsite at the customer's location at the time of the BlackBerry Resource's arrival;

ii.) Provide the BlackBerry Resource with appropriate security clearance and credentials to work onsite at the customer's Location;

iii.) Provide, as needed, any documentation, guidelines or policies, including but not limited to the customer's health and safety policies, for the BlackBerry Resource to review in order to be permitted to work onsite at the customer's location;

iv.) Be responsible for managing any of the customer's technical and

b) In addition to the customer's obligations as set forth in the Business Services by BlackBerry Terms, the customer will be further responsible for the following:

i.) Provide, as needed, personnel knowledgeable in the customer's current systems;

ii.) Provide the customer's business user representatives as required by BlackBerry;

iii.) Provide visual access to necessary work site and systems;

iv.) Provide access to other materials and resources relevant to the TTS Services as may be needed by BlackBerry;

v.) Provide a suitable and safe work area space with desks, chairs, telephones and all other required equipment ("Work Space"). Such Work Space shall conform with all appropriate and applicable health and safety regulations;

vi) Provide LAN connections which enable access to the Internet for BlackBerry AtHoc Resource;

vii) Assume responsibility for the management of all third party vendors; and

viii) Provide access with proper licenses to all necessary tools and third party products required by BlackBerry Resources to complete the assigned tasks.

ix) Provide language translation assistance.

x) Assist with VISA or country-access documentation.

4. Qualification of BlackBerry Resource

BlackBerry will provide a BlackBerry Resource to perform the TTS Services with the following experience:

i.) Experience troubleshooting the BlackBerry AtHoc Solution; and

ii.) Experience providing technical support to large corporate information technology (IT) departments.

ANNEX 2 TO THE BLACKBERRY ATHOC TECHNICAL SUPPORT SERVICES PROGRAM DESCRIPTION

By purchasing a SA/TS Package with coverage of BlackBerry AtHoc on-premises software, a customer is entitled to BlackBerry Software Assurance. BlackBerry AtHoc Software Assurance and Support provides Upgrades and Updates[5], for the BlackBerry AtHoc software for which customer has purchased coverage for, during the term of the SA/TS Package, subject to the terms and conditions contained in this Annex.

An Upgrade is a new major version release of the covered software that provides functional enhancements at the platform-level which materially advance the software's capabilities. Upgrades will typically be identified by a change in the first version number of the software, e.g. BES 10.x to BES 12.x.

An Update is a minor release that provides new and/or additional features or functionality. Updates will typically be identified by a change in the second version number of the software, e.g. BES 12.0 to BES 12.1. An Update may also be referred to as a "Feature Release" or "Service Pack".

New Product Releases are not included in BlackBerry Software Assurance. A New Product Release is a software release that contains new features or substantial additional functionality, which BlackBerry may determine in its sole discretion, is subject to additional license fees or terms ("New Product Releases")

Upgrade and Update Availability

Upgrades and Updates will be available in BlackBerry's normal course of making such Upgrades and Updates generally available to the public; however, there is no assurance that BlackBerry will make any Upgrades or Updates available during the term of the customer's Subscription. BlackBerry Software Assurance is subject to the terms, conditions and limitations of the BlackBerry Solution License Agreement ("BBSLA") and any applicable Addenda or Amendment. Updates and Upgrades are licensed to a customer subject to the BBSLA and any applicable Addenda or Amendment.

Additional Terms, Conditions and Limitations

1. Upgrades and Updates, if any, will be made available electronically and will not be shipped on physical media;

2. Additionally, in order to receive BlackBerry Software Assurance benefits a customer must:

a) Cover all software and licenses, subscriptions and value-added services on support. The customer cannot cover some software licenses, subscriptions and value-added services on support and go unsupported on others.

b) Cover all software and licenses, subscriptions and value-added services consistently on the same level of support. For example, if a customer purchases Standard support for some software it must cover all software, subscriptions and value-added services at the Standard level.

c) Renew their support subscription on time to ensure there is no lapse in coverage. Should a lapse occur and the customer wishes to renew the coverage late, the new subscription effective date will be retroactive to the day following the original expiration date.

3. If a customer owns BlackBerry AtHoc on-premises software that are not currently covered by a SA/TS Package, and customer wishes to establish BlackBerry Software Assurance benefits, the customer must purchase SA/TS Package coverage. In such a case, the annual subscription start date will be the most recent of:

a) The day after the last active SA/TS Package subscription expired; or

b) The date the on-premises software was purchased.

4. No refunds or credits will be provided to a customer if no Upgrades or Updates are made available or if the customer chooses not to Upgrade or Update the software, or if the customer wishes to terminate the Subscription;

5. BlackBerry will have the right to cease providing any of the foregoing BlackBerry AtHoc Software Assurance for specific versions of the Software, as long as it notifies Licensee at least twelve (12) months in advance of the cessation date.

6. BlackBerry may refuse to provide customer Upgrades and Updates and/or terminate customer's Subscription if customer fails to timely pay the fees, or are otherwise in breach of the Business Services by BlackBerry Terms or the terms contained herein or found in the BBSLA or its applicable Addenda or Amendment.

Footnotes

[1] The response times are estimates only and shall not be considered a representation or warranty under any agreement with BlackBerry including the Business Services by BlackBerry terms or this BlackBerry AtHoc Technical Support Services Program Description.

[2] Availability of the BlackBerry AtHoc Customer Support Portal may be restricted during maintenance and technical upgrades.

[3] Service only offered where available.

[4] A separate set of terms and conditions specific to the use of this service may need to be executed between the customer and BlackBerry.

[5] Subject to availability.

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