

Centergistic Performance Plans

Annual Maintenance/Support

Overview



Centergistic Solutions stands solidly behind our products. We recognize the need to provide superior service and ensure that our products are in excellent working order. We also want to make certain that you, our customers, are using the system efficiently. That means keeping you and your workforce trained and educated to maximize the effectiveness of the software to meet your very specific team and corporate goals.

The investment you have made in your AgentView® system is more than a piece of technology. You have purchased a powerful performance system that, when used properly, will dramatically improve your current performance and enable you to continue to shape the behavior of your workforce to attain the goals you set for them.

By subscribing to an annual maintenance/support program you are, in effect, reserving a piece of our team of professionals. Centergistic's service technicians are expertly trained on all aspects of running the AgentView system. They are also trained on the peripheral programs and technologies that are used in support of the system. Our head technical analysts are authors of our "Tech Tips" column, which can be found in our RealTime Reporter™.

Our annual maintenance/support program is called the Centergistic Performance Plan. This Plan is an imperative part of keeping your AgentView investment in top working order and cultivating a team that is using the many powerful features of the system you have installed.

Centergistic Solutions provides two levels of maintenance/support to our customers; the Standard Performance Plan and the Premier Performance Plan. They have been created to address different levels of support needs. You may begin with the Standard plan and find your needs expanding to fit a Premier support profile. We will work with you to make sure that you are set up with the right plan for your needs.

Principal Contacts

Administrative	Support/Technical
<p>Vendor: Centergistic Solutions, Inc 505 North Euclid Avenue Suite 480 Anaheim, CA 92801 http://www.centergistic.com Phone: 714 808-4400 Fax : 714-808-4444</p> <p>Vice President/Sales & Marketing Susan Saldibar Phone:714 808-4420 Mobile: 714 757-3082 Fax: 714 808-4444 Email: ssaldibar@centergistic.com</p> <p>Vice President/Chief Customer Officer Scott Davis Phone: 314 569-0990 Mobile: 314 420-8686 Fax:714 808-4444 Email: sdavis@centergistic.com</p>	<p>Customer Support Manager USA/Americas: Michael Razo 714 808-4440 Fax: 714-808-4444 Email: mrazo@centergistic.com</p> <p>Director of Operations Worldwide Martin Spence Centergistic Solutions UK Ltd. In U.S.: 714 817-9376 In U.K./Europe: +44 (0)7515 950080 Email: mspence@centergistic.com</p>

Standard Performance Plan Program

What you receive with the Standard Performance Plan:

- Regular software updates.
 Centergistic typically produces four software updates per year. These updates can pertain to operational improvements, system improvements, fixes and minor feature enhancements. You will be notified as updates become available.
- Discount of 35% on major system releases.
 Major releases generally include new features, performance enhancements and access to new modules. Clients who are up to date on maintenance/support will receive a 35% discount on new releases.
- Access to web-based support services.
 This entitles you to submit unlimited Priority Trouble Ticket® (PTT) requests 24 x 7. You will immediately received notification that your PTT has been received and logged into the system. The time it takes to resolve a PTT depends on several factors, including remote access to

customer site, the configuration of the customer contact center and the complexity of the problem itself. The Centergistic technical staff always strives to resolve an outstanding PTT as quickly as possible, and the average ticket is resolved within 24 hours.

- Telephone follow up support 8:00 a.m.-5:00 p.m. (Central U.S. time zone). After you have submitted your PTT, you are entitled to unlimited phone follow up support via our toll free 800 number. Our technicians are on hand to take your call and explain any further questions you have or check the status of a submitted PTT.
- Four 1-hour web-based training classes.
This service enables you to schedule web-based training classes for you and your team. This is an opportunity to train new employees, or brush up on how to use the AgentView system to its fullest. Because these classes are web-based, they are easily accessible by team members, regardless of location. Topics include: basic feature overview, PI building, setting advanced thresholds, output options, or a topic of your choice.
- Free Client webinars.
These webinars are more general and may include topics pertaining to industry issues and the use of new AgentView features and releases.
- Access to on-line FAQs.
The PTT FAQ database is a rich Q&A information repository that can help you answer questions about product, performance and operation of the software. Chances are if you have a general question, it has already been addressed and can be found by doing a simple text search in the FAQ section of our secure PTT web site.
- RealTime Reporter™: An electronic newsletter containing industry information and helpful tips on using your AgentView system effectively.

Premier Performance Plan

The Premier Plan is ideally suited for the following types of contact centers:

- Operate own center or are a service provider
- Need of 24 x 7 x 365 support
- Multiple locations and data sources
- Mission critical center where immediate response is required

What you receive with the Premier Performance Plan:

Clients who subscribe to the Premier Plan are identified within the system and throughout the organization as top priority on all support issues. As a Premier Plan subscriber, your Priority Trouble Ticket® (PTT) will automatically receive

priority status. You will receive a phone call with one hour of submitting your ticket.

- Regular software updates.
Centergistic typically produces four software updates per year. These updates can pertain to operational improvements, system improvements, fixes and minor feature enhancements. You will be notified as updates become available.
- Discount of 50% on major system releases.
Major releases generally include new features, performance enhancements and access to new modules. Clients who are up to date on maintenance/support in the Premier will receive a 50% discount on new releases.
- One-day remote or on-site training session.
This entitles you to schedule a 1-day remote training session or on-site visit in addition to the up front training and installation. This is an ideal way to augment the web-based training sessions and provide one-on-one in depth training to key personnel. (travel/expenses for on-site visits not included)
- Access to web-based support services.
This entitles you to submit unlimited Priority Trouble Ticket® (PTT) requests 24 x 7. You will immediately received notification that your PTT has been received and logged into the system. The time it takes to resolve a PTT depends on several factors, including remote access to customer site, the configuration of the customer contact center and the complexity of the problem itself. The Centergistic technical staff always strives to resolve an outstanding PTT as quickly as possible, and the average ticket is resolved within 24 hours.
- 24 x 7 telephone follow up support.
After you have submitted your PTT, you are entitled to unlimited phone follow up support via our toll free 800 number. Our technicians are on hand to take your call and explain any further questions you have or check the status of a submitted PTT.
- Six 1-hour web-based training classes.
This service enables you to schedule six web-based training classes for your team. This is an opportunity to train new employees, or brush up on how to use the AgentView system to its fullest. Because they are web-based, they are easily accessible by team members, regardless of location. Topics include: basic feature overview, PI building, setting advanced thresholds, output options, or a topic of your choice.
- Client webinars.
These webinars are more general and may include topics pertaining to industry issues and the use of new AgentView features and releases.

- Access to on-line FAQ's.
The PTT FAQ database is a rich Q&A information repository that can help you answer questions about product, performance and operation of the software. Chances are if you have a general question, it has already been addressed and can be found by doing a simple text search in the FAQ section of our secure PTT web site.
- RealTime Reporter™: An electronic newsletter containing industry information and helpful tips on using your AgentView system effectively.

Maintenance Support Services Detail

At any given time, provided that Licensee has paid the applicable Annual License and Maintenance Fee, Centergistic shall provide support for (a) the then current version of the System and (b) the immediately preceding version of such System for a period of twenty-four (24) months following the release of the then current version, provided that such System is then generally available from Centergistic and is operated on a supported platform. Such System which is operated on a supported platform is referred to in this policy as the "Supported Program."

1. MAINTENANCE

Maintenance covers Supported Programs during both implementation and production use of same Supported Programs. Centergistic will use reasonable commercial efforts to correct, as described below, reported, material and verifiable errors in Supported Programs so that such Programs perform in all material respects the functions described in the associated documentation.

Centergistic offers two levels of maintenance/support for **Supported Software**:

- 1) **Standard Performance Plan Program.** Designed to provide an economic support plan for those customers wherein a problem encountered in the Supported Programs will have either minimal or minor impact on business operations. For these customers, Centergistic will provide initial response regarding the requested information or documentation clarification within 24 hours. Access is obtained through the Centergistic PTT (Priority Trouble Ticket®) web-based system. The process is initiated by the customer through the filing of a priority trouble ticket on the support web site, using the customer's secure password, which is provided at installation. Access to web-based support services are unlimited. In addition, customer shall be entitled to follow up telephone support from 8:00 a.m. to 5:00 p.m. (Central U.S. time zone), Monday through Friday, excluding legal holidays. The time it takes to resolve a PTT depends on several factors, including remote access to customer site, the configuration of the customer contact center and the complexity of the problem itself. The Standard Performance Plan also provides the customer access to on-line FAQ's, invitations to Centergistic's customer webinars, four 1-hour web-based training sessions scheduled upon request and with reasonable notice, minor Supported Programs updates

(commonly referred to as “point releases”), 35% discount on major system releases (which generally include significant new features, enhancements and new modules) and subscription to the RealTime Reporter™ newsletter.

- 2) **Premier Performance Plan Program.** Designed to support those customers wherein a problem encountered in the Supported Programs will have either significant or critical impact on business operations. For these customers, Centergistic will provide initial response regarding the requested information or documentation clarification within 1 hour. Access is obtained through the Centergistic PTT (Priority Trouble Ticket®) web-based system. The process is initiated by the customer through the filing of a priority trouble ticket on the support web site, using the customer’s secure password, which is provided at installation. Access to web-based support services are unlimited. In addition, customer shall be entitled to follow up telephone support 24 x 7 x 365. The time it takes to resolve a PTT depends on several factors, including remote access to customer site, the configuration of the customer contact center and the complexity of the problem itself. The Standard Performance Plan also provides the customer access to on-line FAQ’s, invitations to Centergistic customer webinars, 1-day remote training session or on-site training session (excluding travel/expense), six 1-hour web-based training sessions scheduled upon request and with reasonable notice, minor Supported Programs updates (commonly referred to as “point releases”), 50% discount on major system releases (which generally include significant new features, enhancements and new modules) and subscription to the RealTime Reporter™ newsletter.

Centergistic offers two levels of maintenance/support for **Supported Hardware**, as purchased through Centergistic Solutions:

- 1) **Standard Performance Plan Program.** Client will ship to Centergistic headquarters in Orange, California, (at client cost) the defective wallboard (display). Upon receipt, Centergistic technicians will perform diagnostics on the wallboard and, within 48 hours, will issue an e-mail to designated contact, containing information as follows:
 - a. Description of the problem
 - b. Parts required to repair the wallboard
 - c. Estimated time for completion (varies depending on the problem and if Centergistic must send the unit out for repair. Note that Centergistic’s time to repair will be, in part, impacted by delivery of parts or the need for other third party coordination.)
 - d. After repairs have been made, Centergistic will ship the wallboard back to client. Client will be charged for the return shipping (may opt to have Centergistic use their UPS billing account number).
- 2) **Premier Support Plan Program.** Within 24 hours of notification of a faulty wallboard, Centergistic will ship a replacement unit to customer site. Centergistic will, at its cost, ship a replacement unit via UPS ground. (Note that shipping may be expedited by customer at customer's cost.)

Upon receipt of wallboard from client, Centergistic technicians will perform diagnostics on the wallboard and, within 48 hours, will issue an e-mail to designated contact, containing information as follows:

- a. Description of the problem
- b. Parts required to repair the wallboard
- c. Estimated time for completion (varies depending on problem and if Centergistic must send the unit out for repair. Note that Centergistic's time to repair will be, in part, impacted by delivery of parts or the need for other third party coordination.)
- d. After repairs have been made, Centergistic will ship the wallboard back to client, via UPS ground at no charge to client. Within 24 hours of receipt of repaired wallboard, client must return the replacement board to Centergistic, at Centergistic's cost, via UPS ground.

2. UPDATES

Centergistic shall, from time to time, at its sole discretion, make updates to Supported Programs available to Licensee at no additional charge. If Licensee transfers the Supported Program to a hardware and/or software platform which is not supported by Centergistic at the time of such transfer, Centergistic shall continue to provide to Licensee updates which operate for Supported Programs and Centergistic shall have no further obligation to fix errors which occur when the System is run on any platform other than for Supported Programs. Notwithstanding the foregoing, Licensee shall remain obligated to pay for the Annual License and Maintenance Fee ordered by Licensee prior to such transfer. Centergistic will provide Licensee with a single copy of the updates on suitable media. Licensee will distribute the updates to Supported Programs as necessary.

3. SUPPORT

3.1 Licensee shall establish and maintain the organization and processes to provide support for the Supported Programs directly to the users at the Primary Site and Permitted Sites ("End Users"). Support shall include but not be limited to (a) a direct response to End Users with respect to inquiries concerning the performance, functionality or operation of the Supported Programs, (b) a direct response to End Users with respect to problems or performance deficiencies with the Supported Programs, (c) a diagnosis of problems or performance deficiencies of the Supported Programs, and (d) a resolution of problems or performance deficiencies of the Supported Programs.

3.2 If after reasonable commercial efforts Licensee is unable to diagnose or resolve problems or performance deficiencies of the Supported Programs, Licensee shall contact Centergistic for "Standard Performance Plan Support" or "Premier Performance Plan Support" and Centergistic shall provide support for the Supported Programs in accordance with Centergistic's policies and procedures for "Standard Performance Plan Support" or "Premier Performance Plan Support" as described in this Exhibit B. Licensee shall use commercially reasonable efforts to provide Centergistic with the necessary remote access pursuant to Section 6 of the Agreement to Licensee's Supported Programs so that Centergistic may provide remote diagnostic capability. Centergistic does not assure performance of the maintenance services described herein if such remote access is not provided by Licensee when requested by Centergistic.

3.3 Centergistic shall establish and maintain the organization and processes to provide Standard Performance Plan Support and Premier Performance Plan Support for the Supported Programs to Licensee at the Primary Site and Permitted Sites. Standard Performance Plan Support or Premier Performance Plan Support shall be provided to the designated team of representatives of Licensee who received training with respect to the System. Centergistic shall not provide Standard Performance Plan Support or Premiere Performance Plan Support directly to other End Users.

3.4 Standard Performance Plan Support and Premier Performance Plan Support shall include but not be limited to (i) a diagnosis of problems or performance deficiencies of the Supported Programs and (ii) a resolution of problems or performance deficiencies of the Supported Programs according to the terms set forth in Section 1 of this Exhibit B.

4. MAINTENANCE AND SUPPORT FEES

4.1 In the event Licensee acquires additional System licenses pursuant to the Agreement, maintenance fees will be payable on the same terms except, however, that the first installment shall be pro-rated for the balance of the annual period referenced above such that all subsequent Annual License and Maintenance Fees shall be payable on the same anniversary date for all System licenses granted pursuant to the Agreement.

4.2 In the event Licensee fails to pay the Annual License and Maintenance Fees in accordance with the terms of the Agreement, Centergistic shall reinstate any lapsed maintenance services in accordance with policies and procedures under the Agreement upon payment by Licensee of the applicable reinstatement fee.

5. EXCLUDED SERVICES

The following services are outside the scope of Centergistic Solutions' Maintenance Services:

5.1 Service for Supported Programs where Licensee has used the Centergistic Solutions Tools other than in accordance with the Documentation.

5.2. Service for Supported Programs in the event that adds, moves and/or changes are made to Licensee equipment, systems or software, which has the potential of affecting the Centergistic Solutions Tools.

5.3. Service for Supported Programs, in the event maintenance releases provided to Licensee, under the Agreement for such programs are implemented by someone other than Centergistic or Licensee.

5.4. Service which becomes necessary due to: (i) failure of computer hardware or equipment or programs not covered by this Agreement; or (ii) any cause or causes beyond the reasonable and foreseeable control of Centergistic (e.g., floods, fires, loss of electricity or other utilities), or (iii) negligence of Licensee or any third party operator error, improper use of hardware or software or attempted maintenance by unauthorized persons.

5.5 Reinstallation of AgentView software due to situations beyond Centergistic control

(e.g. system crash, change of data source, change of location, etc.)

5.6 Training, except as defined in the description of Standard and Premier Programs contained in this document.

Priority Trouble Ticket® (“PTT”) Escalation Procedure

The Technical Services Representative may escalate a PTT under two circumstances.

1. The PTT requires considerable effort by a person from another department i.e. Operations, Professional Services, Development, etc.
2. The Technical Services Representative working on the problem is unable to solve the problem within 24 hours of concentrated work on the PTT.

Under these circumstances, the Technical Services Representative will escalate the PTT to the Senior Technical Support Manager. *[Note that at any time during the escalation process, it may be determined that the work to be completed falls outside the scope of the Centergistic support parameters, as indicated in Excluded Services, Section 5 above. In that case, the Account Executive will be called in to work with the Centergistic personnel and the user to provide a quotation for additional services and to determine the best course of action.]*

Escalation Steps

- Once a PTT problem is identified which needs to be escalated, the Senior Technical Support manager is informed.
- Senior Technical Support Manager is provided with pertinent information on the problem being experienced along with a priority, which indicates the severity of the trouble being experienced from the user's point of view.
- The Senior Technical Support manager works with other members of the Centergistic technical and support team to evaluate and propose a solution and estimated time frame for that solution to be delivered to the customer.
- This information is then relayed back to the Technical Support Representative assigned to the original PTT.
- The Technical Support Representative is then responsible to relay this information to the customer.
- If the Senior Technical Support manager identifies a problem, which requires a higher level of assistance, he will escalate the problem to the Executive Technical manager who will review the issues and make appropriate decisions as to other key Centergistic staff who might need involvement. At any time during this process,

Centergistic Senior and/or Executive management may request a meeting with all pertinent personnel from both user site and Centergistic in attendance.

- If the Executive Technical manager, working with the user and other Centergistic technicians is still unable to resolve the PTT, he will escalate the issue to senior Centergistic corporate executives for evaluation and steps to work towards a resolution.

If, after relaying this information to the user, it is decided that Development's proposed solution is unacceptable in content or in timing, Technical Support Representative will escalate the problem as described in the "Additional Escalation Steps" portion of this document.

Escalating Undiagnosed Problems

If a problem has been investigated, and no resolution is apparent to the Technical Support Representative, it will be escalated. If there is still no resolution in sight when the 24-hour service target has been reached, or is in jeopardy, then the Senior Technical Support Manager is informed of the situation. The Senior Technical Support Manager will then determine if the problem should be investigated further, brought to the attention of another Technical Support Representative or formally escalated to executive management.

Escalating Problems With the User's Hardware and/or Software

If a problem is diagnosed as being the user's software and/or hardware it is the user's responsibility to notify their service organization to repair the problem.

If the user believes the problem is with Centergistic, and the Technical Support Representative does not, the problem is escalated as an undiagnosed problem would be.