



## ***Cleo Communications Maintenance and Support, Warranty, and Software Licensing Agreement for Strem Products***

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### ***Maintenance and Support***

Cleo is committed to providing the very best in products and services. Strem solutions are designed, implemented, and fully supported by Cleo.

**Platinum Unlimited Remote Diagnostics and Software Support** – Cleo Technical Support Service operates on a callback basis. Each customer is given email and Toll-free access to Support with unlimited remote telephone technical support during Cleo's normal working hours. Cleo Technical Support hours of operation are 8:00 am to 5:00 pm CT, Monday through Friday, except holidays.

Service requests will be addressed in the order they are received by the next available Support analyst, normally within 4 Business Hours, though response time may vary depending upon Company's daily call load.

Production Down service requests will be escalated and handled prior to other requests.

**Platinum PLUS Unlimited Remote Diagnostics and Software Support** – In addition to the standard support, our enhanced Platinum PLUS provides live pickup to our Technical Support Team with a quicker turnaround time of 2 hours. Platinum PLUS level customers are provided with a toll free phone number to access standard support during normal business hours. For 'Production Down' situation, we also provide access to after-hours support 24 hours a day, 7 days a week via a toll free number. Our Technical Support Analysts will provide Platinum PLUS customer with the highest level of support.

**Software Subscription** – Software revisions, software upgrades, and software fixes within the current version of the software purchased are included in the subscription for the life of the agreement. The cost of any hardware required for implementation of the features of a software revision, upgrade, or fix is not covered. Fixes to defects in Strem software products, still being supported by Strem, will be made available electronically to the customer.

The customer is responsible for downloading and installing software and providing any additional hardware or software required to enable the download. If the customer requests assistance downloading and installing software, remote assistance will be provided at no additional cost. On-site assistance will be billed at \$1,500.00 per day plus travel and living expenses, which will be billed to the customer at cost.

**Hardware Coverage** – All Cleo supplied hardware is covered with a one year warranty from the date of installation.

**Server Hardware Coverage** – In addition to the one year warranty, each server comes with a three year manufacturer's warranty which starts upon the shipment from the manufacturer. Based on the diagnosis, this coverage includes an on site response for server hardware components of the Strem system.

**Voice/Fax Hardware Coverage** – Based on diagnosis, this coverage includes Next Business Day delivery of replacement voice/fax hardware components of the Strem system.

## ***Maintenance and Support Renewal***

Cleo will automatically invoice for a renewal of coverage within in 30 - 60 days prior to expiration of the current maintenance and support agreement. Agreements that are permitted to lapse through failure to renew will be subject to full renewal from the date of expiration should renewal be desired and also subject to system re-certification by performing an on site visit by a Cleo technical representative. Standard charges for re-certification will apply.

## ***Terms and Conditions***

This limited agreement does not include service to repair damage to the product from accident disaster, misuse, abuse, electrical malady, or from modification, repair, relocation of the product by other than Cleo personnel or customer personnel authorized by Cleo to modify, repair or relocate the product, or operation of non-Stream software on the system or connection of the Stream system to non-Stream systems.

Any attempt by persons not authorized by Cleo to repair or modify Stream hardware or software products in any way voids this agreement. Determination of the occurrence of attempted service or modification of products by unauthorized or untrained persons is solely at the discretion of Cleo. This agreement is non-transferable without prior written consent from Cleo.

These terms are conditioned upon Cleo receiving notice of any defect subject to these terms within thirty (30) days of discovery by its owner. In no event shall any liability of Cleo (whether based on an action or claim in contract, tort or otherwise) to the buyer or any other party exceed the purchase price charged by Cleo for the product.

## ***How to Contact Support***

So that we can better assist, the system administrator or appropriate person with administrative rights should contact Cleo Support and have the following information available:

- Company name and contact information
- Stream product and module
- Type and model of voice/fax board
- Relevant OS environment and network information
- Problem description and if applicable, screen shots of errors

Platinum Support Phone: 888-724-1030

Platinum Plus Support Phone: Contact Your Cleo Sales Representative

Email: support@stream.net

Platinum Support Hours: 8:00 am – 5:00 pm Central Time, Monday through Friday

Platinum Plus Support Hours: 24 hours daily, Monday through Sunday

## ***Warranty and Licensing Statement***

Stream software is licensed on a per port basis, not sold. Please see the Warranty Statement and Licensing Agreement on the Support Subscription page of the website, or via the following link: [http://www.cleo.com/documents/stream\\_center\\_master\\_license\\_and\\_warranty.pdf](http://www.cleo.com/documents/stream_center_master_license_and_warranty.pdf). Copies of these agreements will be included with the shipment of the purchased product. ***By installing the purchased product, you agree to the terms included within these agreements.***