



CUSTOMER CARE PROGRAM



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The Network Solutions Software Support Center (SSC) provides comprehensive maintenance services for its software products. SSC provides e-mail and telephone based support for all authorized customers. The SSC is staffed with product trained engineers and comprises of a state-of-the-art test bed and diagnostics lab. The SSC uses web based tool (Gotomeeting) to access the customer systems for extremely quick issue resolution. Periodic product updates and patch information is sent to all authorized customers.

Customer Care Plans

Customers have access to two support packs, namely Standard Support pack and Warranty Pack. Optionally customers can avail On-Site Support Services. [Table A](#) below describes the features of the support packs in more detail.

Plan	Features
Standard Support Pack	<ul style="list-style-type: none"> ▪ Software assistance via email and phone (9AM – 6 PM, Mon-Fri, India Standard Time – Excluding Public Holidays) ▪ Periodic Software updates and patches. ▪ Free version upgrades shipment within same release. ▪ Remote support through web based software (GoTo Meeting) and optionally via VPN. ▪ Validity based on the support pack purchased (1 to 3 Years)
Warranty Pack	<ul style="list-style-type: none"> ▪ Software assistance via email and phone (9AM – 6 PM, Mon-Fri, India Standard Time – Excluding Public Holidays) ▪ Periodic Software updates and patches. ▪ Free version upgrades shipment within same release. ▪ Remote support through web based software (GoTo Meeting) and optionally via VPN. ▪ Warranty period is 60 Days from the date of product delivery.
On-Site Support Service (Optional, Need Based only)	<ul style="list-style-type: none"> ▪ A formal purchase order needs to be placed to avail this service. ▪ Travel and Hotel Expenses are charged at actuals.

Table A: Support Packs

Contacting - Software Support Center

Authorized customers and users can contact the SSC via 2 ways.

1. **By Email** – E-mails can be sent to: softwaresupport@netsol.co.in
2. **By Phone** – Customers can call us on,
 - Land phone # +91-80-32980074
 - Alternative Cell Phone # +91-93417-17977

Network Solutions acknowledges receipt, but retains the right to determine the final disposition of all reported issues.

Customer Care Program – Scope of Services

- Responses to issues/incidents that could be due to product defects.
- Providing fixes to the software, if required.
- Clarifications to queries that clients may raise either through telephone or e-mail regarding product usage.
- Solutions to problems regarding operational processes and procedures.
- Shipment of patch upgrades within existing product versions.

Customer Care Program – Exclusions

- Updates, upgrades and support will not be provided if the customer does not hold a valid support pack or upon the expiration of the support pack.
- Support for third-party components that constitute RDBMS, Operating System and Network will not be provided.
- Modification or Customization of software products.
- Delivery of a feature which is not available as a standard in the current version of software
- Product Training
- Support Services will not provided in the following cases
 - i. Discontinued software products.
 - ii. Hardware maintenance/Failures.
 - iii. Recovery of lost or corrupted data arising for any reason.
 - iv. Disaster Recovery and Business Continuity Services.
 - v. Rectification of problems not associated with the product (other management applications).
 - vi. Operations of the Client's systems including Data Base Administration.
 - vii. Alterations or revisions to the software, program files or databases used by software made by the customer.
 - viii. Any enhancements requested by the customer.
 - ix. Defects caused by the negligence of License.
 - x. Defect caused by negligence of standard maintenance activities, including database maintenance
 - xi. Defects owing to modification or alteration of the licensed program by persons other than the Licensor.
 - xii. Failure to provide suitable installation environment.
 - xiii. Defects owing to use of licensed program on any systems other than the designated equipment.

Service Levels

Service levels define the commitment from Netsol to its clients in providing quality support. Service Levels have been defined based on issue severity levels and fall under two categories: Response Time and Resolution Time.

Response Times and Resolution Times

Netsol's goal is to meet the response time¹ objectives for non-conformities shown in [Table B](#). Non-conformity means, "a failure of the software system developed by Netsol Software Solutions" to accurately provide data or to perform functions described in product documentation. A response means that we answer your call, email or web request and acknowledge your issue, then assign the issue a service request number. In some cases, we may need to obtain additional information from you in order to resolve the issue.

Netsol's goal is to meet the resolution time² objectives for 99% of the time for non-conformities as set out below:

Response Times and Resolution Times matrix for Standard Support Pack and Warranty pack is give below:

Severity Level	Response Time	Resolution Time
Level One (System Down)	4 Hours	16 Hours
Level Two (Critical)	8 Hours	32 Hours
Level Three (Minimal)	16 Hours	40 Hours or Future Release
Level Four (Basic)	24 Hours	Future Release

Table B: Response Time and Resolution Time

¹ Please note that the response times and resolution times are calculated from the time an issue is logged with Software Support Center.

² Please note that the resolution times are calculated from the time an issue is logged with Software Support Center.

Severity levels – Guidelines

The Netsol support engineer will determine your problem's severity level based on guidelines described below. Response & resolution times depend on the severity of the issue. [Table C](#) describes severity levels and hence defines the best appropriate response to issues/calls logged with Software Support Center.

Severity Level	Definition
Level 1	NetSol product is inoperable and/ or has crashed and needs to be re-started. Client cannot monitor IT infrastructure in the normal fashion either due to malfunctioning operations or continual interruptions to normal functions of the system. Partner is unable to identify/resolve the problem and/or re-install the application.
Level 2	A module or application is interrupted, and there is a risk of recurrence. There may be a significant impact upon the ability to use the product, or evidence of performance degradation. May not require a re-start. Partner/re-seller is unable to identify/resolve the problem.
Level 3	The Client has encountered a problem that has minimal or no significant impact upon product operations.
Level 4	The Client has an issue that has no impact upon product operation, such as a localized or isolated operational nuisance that may include documentation errors, usage questions, product enhancements and customization.

Table C: Problem Severity Definitions

Terms and conditions

1. Limitations of Liability: (i) Network Solutions shall not be liable to the Customer for loss of profits, loss of contracts, loss of revenue, loss of data, loss of goodwill, third party claims, or indirect or consequential losses incurred by the Customer, whether or not Network Solutions has advance notice of the possibility of such losses and whether or not arising from negligence, breach of contract, or otherwise.

(ii) without limiting the effect of clause (i) above or expanding Network Solutions liability to the Customer under this agreement, in any event, the maximum aggregate liability of Network Solutions whether arising from negligence, breach of contract, misrepresentation or otherwise shall not under any circumstances exceed the support fee received by Network Solutions from the Customer pursuant to this agreement for the Product in question.

2. Indemnity: Customer shall indemnify, hold Network Solutions and its vendors harmless at all times and defend Network Solutions against all claims, suits, losses, expenses, and liabilities (including Network Solutions' reasonable attorneys' fees) made against Network Solutions as a result of acts or omissions or misrepresentations of the Customer and any person for whose actions the Customer is legally liable.

3. Arbitration: Governing Law and Jurisdiction: (i) any dispute or claim arising out of or relating to this Agreement shall be settled by arbitration pursuant to the Arbitration and Conciliation Act (India) 1996. Arbitration shall be conducted in English and venue shall be Bangalore, India. (ii) This Agreement shall be governed by and construed in accordance with the laws of India. Courts in Bangalore shall have exclusive jurisdiction in respect of any dispute arising out of or in connection with performance of this agreement.

4. General : (i) The Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Network Solutions (ii) Neither party shall be liable for any failure to perform or delay in performance of its obligations under this Agreement, except for any obligation to pay money, due to circumstances beyond its reasonable control, including, but not limited to, acts of God, failure of power or communications, or changes in law or regulations or other acts of governmental authority.