



Telephone Support

Service Description

A. Service Overview

CyberD is pleased to provide Telephone Support (the “**Support**” or “**Service**”) in accordance with this Service Description.

This Service provides Customers with telephone support to help answer common questions about CyberD’s Supported Products. Services include telephone support for issues related to software, networking, CyberD installed third-party software, virus or malware, data and security for Supported Products, as set forth on Customer’s invoice. Additional categories of Support may be available from time to time and CyberD may discontinue certain Support without further notice. Please contact your CyberD sales representative or a CyberD technical support specialist for a current list of available Support.

Available Support	Description of Support
Hardware CyberD Supplied Hardware	Help with issues with supplied hardware including touch screens, printers, coin mechanisms and other kiosk peripherals supplied by CyberD.
Software CyberD Supplied Software	Help with installation and configuration of CyberD software titles and third party software supplied by CyberD. This support is limited only to software purchased from or published by CyberD.
Networking Networking and Broadband Support	Help with setting-up and/or diagnosing network or broadband connection of CyberD supplied hardware and software.

Please read this Service Description carefully and note that CyberD reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time.

B. Terms & Conditions Overview

This agreement (“**Agreement**” or “**Service Description**”) is made between the customer (“**you**” or “**Customer**”) and the CyberD entity identified on Customer’s invoice. By purchasing this Support from CyberD, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Support beyond the initial term is subject to the then-current Service Description available for review from your CyberD sales representative.



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C. Support Services

This Service provides expanded technical phone support during the support period applicable to Customer's Supported Product(s).

D. Supported Products

This Support is available for CyberD Simple Surf 3 and Simple Café software titles, CyberD Opti-Wall, Opti-Line, Multi-Line, Tri-Line, Arc-Line, Eagle, Eagle Wall, Info-Touch, AFL Wall, Tri-Lite, Desktop Display, Desktop Lite MM and Desktop Medical systems and peripherals supplied with these systems, which are purchased in a standard configuration. This Service may be available on additional products. Please contact your CyberD sales representative or a CyberD technical support specialist for a current list of Supported Products.

A separate support agreement must be purchased by the Customer for each Supported Product. For example, two Opti-Wall kiosks are not covered by a single support contract: each kiosk will each need their own support contract.

E. Service Procedures & CyberD Responsibilities

Receiving Support. Customer, or persons authorized by Customer, should call CyberD Technical Support to receive cover. A CyberD technician will ask for Customer's order number or other suitable identification if that is not available, Customer's location, relevant hardware brands and model or version numbers. To receive Support, Customer must confirm that Customer has full access to the hardware or software that is the basis of the problem.

Step One: Call for Assistance

- Contact CyberD Technical Support using the telephone number shown on the metal decal attached to your hardware or on the accompanying paperwork supplied by CyberD at time of delivery.
- Call from a location which includes physical access to the Supported Product.
- Provide information as requested by the technical support agent. The analyst will verify Customer's Supported Product, applicable Service Description and confirm any expiration of Support.

Step Two: Assist with Phone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps Customer has already taken to attempt to solve the problem.
- The technical support agent will guide the Customer through a series of troubleshooting steps to help diagnose and resolve the issue.



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Service Availability. This Support is available during local business hours; excluding local national holidays.

Call Number. Customer must maintain the confidentiality of the any call number provided by CyberD in connection with these Services. **CyberD is not responsible for unauthorized use of a Customer's contract and/or order number.**

Third Party (Collaborative Support). CyberD Support offers third party troubleshooting through Collaborative Support. If a problem arises with certain third party products commonly utilized in conjunction with Customer's Supported Product, CyberD will provide a single point of contact, as set forth herein, until problems are isolated and escalated to the third party product vendor. Specifically, CyberD will contact the third party vendor and create a problem incident on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, CyberD will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, CyberD will initiate management escalation procedures within CyberD and/or the vendor organization.

To be eligible for Collaborative Support, Customer must have the appropriate active support agreements and entitlement with the respective third party vendor. Once isolated and reported, the third party vendor provides technical problem support and resolution for Customer's problem. **CYBERD WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** Customer agrees to indemnify and hold CyberD harmless for any claims related to those third party products for which Customer has sought collaborative support to be coordinated through CyberD.

F. Customer Responsibilities

1. **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer, any end-user not identical to Customer, and CyberD to access and use the Supported Product, the data on it, including but not limited to any personally identifiable information, and all hardware and software components included in it, for the purpose of providing this Support. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks CyberD to perform this Support.
2. **Cooperate with Phone Analyst.** Customer agrees to cooperate with and follow the instructions given by CyberD phone analyst. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.



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G. Not Included With This Service:

- Labour and/or parts replacement for Supported Products. Please see your hardware warranty and applicable service contract for details on parts replacement and repair services on CyberD Products.
- On-site services.
- Support when compatibility of the system to the software is in question or configuration is invalid.
- Freeware written plug-ins for applications and operating systems.
- Providing software upgrades or new software releases.
- Warranty for versions of Supported Products older than the current version (support on older versions may be available on a best reasonable efforts basis).
- Support for freeware or shareware.
- Remote or on-site training services.
- Remote support or servicing of Supported Products.
- Recovery of lost data or software.
- Support due to accidental or intentional damage.
- Other activities such as, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration or any activities or services not expressly described in this Service Description.
- Accessories, supply items, media replacement, operating supplies, peripherals or parts such as batteries, frames, and covers or support thereon.
- Direct third party product support or support of versions not currently supported by the manufacturer, vendor or partner.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, Web development or recompiled kernels.

H. Important Additional Information

1. **Commercially Reasonable Limits to Scope of Service.** CyberD may refuse to provide Support if, in its opinion, providing the Support creates an unreasonable risk to CyberD or CyberD's Support providers or is beyond the scope of Support. CyberD is not liable for any consequential loss, failure or delay in performance due to any cause beyond its control. Support extends only to uses for which the Supported Product was designed.
2. **Optional Services.** Optional services (including installation, consulting, managed, and professional, on-site support or training services) may be available for purchase from CyberD and will vary by Customer location. Optional services may require a separate agreement with CyberD. In the absence of such agreement, no optional services are provided pursuant to this Agreement.
3. **Assignment.** CyberD may assign this Support and/or Service Description to qualified third party service providers.



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4. **Cancellation.** CyberD may cancel this Support at any time during the Support term for any of the following reasons:

- Customer fails to pay the total price for this Support in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If CyberD cancels this Support, CyberD will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date CyberD sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. IF CYBERD CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO CYBERD.

5. **Term and Renewal.** Customer may utilize the Support prior to their expiration date, if any, for the number of Supported Products indicated on Customer's CyberD invoice. Any applicable expiration policy will be indicated to Customer on their invoice or communicated during the sale of the Support to Customer.