



# **Customer Care Service Agreement**

## **For SkyDome<sup>®</sup>, TrueView<sup>®</sup>, and DroneHunter<sup>®</sup> Products**

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## 1 Introduction

This agreement specifies the complete agreement between Fortem Technologies, Inc. (Fortem) and the Customer (Customer) for the support and maintenance of the Fortem Products (Products) supplied.

It describes the support services Fortem will perform, when the services are available, and what the response times are. It outlines Fortem's responsibilities under this agreement, as well as the Customer's responsibilities required for this agreement to remain in force.

## 2 Definitions

The following term definitions shall apply to, and may be referenced in, this agreement. All terms not defined herein shall have meanings assigned to them when first used within this agreement.

- **Application Consultation** — Support provided that relates to the configuration and operation of the Product, either Hardware or Software.
- **Authorized Caller** — The named Customer individuals who are authorized to contact Fortem support. At Fortem's option, certain training may be required for Authorized Callers.
- **Business Days** — Days during which Fortem support is accessible to Customer and during which support work is performed. Business Days are Monday through Friday, excluding Fortem holidays.
- **Customer Care** — The branding of Fortem's support and maintenance services.
- **Environment** — Both the physical environment within which the Product is housed, and the network environment comprised of the customer's network elements (Software, Hardware, or both) with which the Product must work.
- **Error** — A defect in the Product.
- **Hours of Support** — Hours within a Business Day during which Fortem support is accessible to Customer and during which support work is performed. Support Hours are 8AM to 5PM Mountain Standard Time/Mountain Daylight Time (MST/MDT).
- **Hardware Warranty** — Repair or replacement of Customer Hardware at no cost to Customer, in accordance with Fortem's Limited Warranty.
- **Product** — The Hardware and/or Software supplied to Customer, excluding any third-party Products.
- **Response Time** — Fortem's commitment for the acknowledgement and review of a reported problem and initial troubleshooting of the problem. It begins at the time of the report or the beginning of Customer's Hours of Support; whichever is later.
- **Services** — The services outlined in Support Services on page 5.
- **Severity** — The severity of the Error for which Customer is requesting support.
  - **Severity 1 (Critical)** — An Error that creates a condition which prevents the correct operation of one or more main functions of the Product, with no known workarounds.
  - **Severity 2 (Major)** — An Error that creates a condition which severely impacts, but does not prevent, the correct operation of one or more main functions of the Product, but which can be circumvented or avoided on a temporary basis.

- **Severity 3 (Minor)** — An Error that does not impair the performance or continued performance of one or more main functions of the Product.
- **Severity 4 (Low)** — Documentation and information requests.
- **Software Update** — Bug fixes as delivered in Software patches.
- **Software Upgrade** — New functionality or improvements in existing functionality. A “Major” Software Upgrade is signified by a change in the first digit of the release number; a “Minor” Software Upgrade is signified by a change in the second digit of the release number.
- **Support Level** — The level of support purchased by customer. It will govern telephone support access times, onsite response times and hours during which support will be provided.
- **Supported Release** — A Product release, which is currently supported by Fortem, as listed on Fortem’s support web site, and is available to all Customers with current support agreements.
- **Third-party Product** — Products developed by third parties but supplied to Customer by Fortem.

## 3 Support Services

### 3.1 Product Support

Fortem Product Support is accessible by email via [support@fortemtech.com](mailto:support@fortemtech.com), telephone, or the Fortem Customer Care website. The Fortem Customer Care website is available for case entry 24 x 7; otherwise 8AM to 5PM MST/MDT, Monday through Friday, excluding Fortem holidays. Regional times can be accommodated by contract.

#### 3.1.1 Response Times

Fortem will use commercially reasonable best efforts to meet the following response times, consistent with the Customer’s Support Level and Hours of Support as defined in Table 1.

Severity	Response
1 (Critical)	1 Business Day
2 (Major)	1 Business Day
3 (Minor)	5 Business Days
4 (Low)	30 Business Days

**Table 1: Fortem Support Response Times**

#### 3.1.2 Remote System Access

In order to respond to problem reports in a timely fashion, Fortem requires high speed remote access to the Product to run diagnostics, verify configurations, and perform other troubleshooting tasks to assist in problem resolution.

If such access cannot be provided by Customer, it will be necessary to establish alternative Customer procedures to provide the required troubleshooting information. These procedures may result in additional charges.

## 3.2 Hardware Maintenance

### 3.2.1 Computers, Tablets, Laptops, and other Third-party Equipment

#### 3.2.1.1 *Support*

Computers acquired as part of a Fortem system purchase are covered through a service agreement with the manufacturer, who may provide actual hardware support, including on-site hardware replacement.

Other third-party equipment may require the Customer to return to factory for repair or replacement.

#### 3.2.1.2 *Spares*

For customers requiring faster replacement, purchase of on-site spares is recommended.

### 3.2.2 TrueView Radar and DroneHunter

#### 3.2.2.1 *Support*

Failed units, which fail due to reasons covered under Fortem's Limited Warranty are returned to Fortem, repaired, and returned to Customer.

After the Hardware warranty period, the Customer may purchase an Extended Warranty.

#### 3.2.2.2 *Spares*

For Customers requiring faster replacement, purchase of on-site spares is recommended.

## 3.3 Software Maintenance

### 3.3.1 Usage Support

Usage support is provided for Fortem Products; depending on the nature of the support required, remote access may be necessary. If not available, additional charges may apply.

### 3.3.2 Software Updates

Customer is entitled to Software Updates at no additional charge during the term of a Support Agreement. Fortem will provide install support (documentation and/or guidance) to assist Customers as they upgrade. If Customer requests Fortem to implement the update, such services are billable to customer.

In the event that additional or replacement Hardware is required to support Software Updates, the Customer will be responsible to purchase the Hardware required.

To be eligible for no charge Software Updates the Customer must ensure that the Product be at a Supported Release.

### 3.3.3 Software Upgrades

Fortem will, from time to time, release new versions of the Software which include new features, upgrades to existing features, or support for new products. If the Product is at a Supported Release and is covered by a current Service Agreement, the Software Upgrade may be made available to the Customer at no cost, pending Fortem approval, or may require an upgrade fee.

Software Upgrades will occasionally include new optional, features that require an additional license. The Customer may purchase these additional licenses if desired.

In the event that the Software Upgrade requires new hardware, the Customer is responsible for its purchase; Customers under Fortem's Limited Warranty or Extended Warranty are eligible for discounted pricing.

## 4 Fortem Responsibilities

Fortem responsibilities under the Service Agreement shall be as follows:

- **Accessibility** — Fortem shall provide accessibility to telephone support and email support and, on a password-controlled basis, to its Customer Care website and case tracking tools. This access shall be provided 24 hours a day, 7 days a week for Authorized Callers, except for maintenance windows. Fortem will utilize best efforts to post planned maintenance in advance.
- **Performance** — Fortem shall perform the Services outlined in this agreement.
- **Specifications** — Fortem shall provide Environment specifications as may be necessary at the time of initial implementation and for subsequent updates or upgrades. These are available on the Customer Care website.
- **Environment** — When requested by Customer or as required by cases opened by Customer, Fortem will engage in cooperative troubleshooting with Environment vendors.

## 5 Customer Responsibilities

Customer's responsibilities under the Service Agreement shall be as follows:

- **Training** — Customer shall ensure that all Authorized Callers complete such training as may be identified from time to time by Fortem. Training included in the purchase contract must be used within one year of system acceptance.
- **Triage** — Customer shall ensure that Authorized Callers provide initial problem cause determination between the Environment and the Fortem Product in advance of opening a case with Fortem.
- **Cooperative Troubleshooting** — Customer shall comply with reasonable requests from Fortem to gain additional event information to assist in problem resolution.
- **Environment** — Customer shall ensure that the Environment is maintained consistent with Fortem specifications, including supported versions of software.
- **Access** — Customer shall provide Fortem with high-speed connectivity to the Fortem Product to support case resolution. In the event that this access cannot be made available on an ongoing basis, problem resolution will be delayed, and alternative pricing may be provided to reflect the additional Fortem work required.
- **Supported Release** — Customer shall ensure that the Product is running a Supported Release.

## 6 Additional Services

These additional services are available from Fortem on a fee basis.

- **Integration Consultation** — An occasional request for assistance will be supported; however, Fortem reserves the right to provide on-going integration consultation as a billable service.
- **Environment** — Fortem is not responsible for the failures in the Customer's Environment, acts of nature, and/or accidents, vandalism, burglary, viruses, neglect, misuse, or repairs or modifications not authorized or performed by Fortem's service personnel. Should these arise, Fortem will perform the work to correct resultant problems on a time and materials basis as requested by Customer.

In the event that Customer requests the above additional services or does not fulfill its responsibilities as outlined in Customer Responsibilities on page 7, Fortem reserves the right to request that Customer provide a purchase order for such services or increased costs, at then prevailing time and materials rates, prior to providing services.



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## 7 Document Change Log

Date	Summary of Changes
December 5, 2019	Initial release.
March 10, 2021	Minor clarifications and formatting improvements.
May 28, 2021	Table of Contents correction and formatting improvements.
January 28, 2022	Updated document to comply with 2022 policies.
February 2, 2022	Revised Software Upgrades section.