

SCOPE OF SERVICES



1.0 Overview

This document specifies the Scope of Services that any CUSTOMER may need when acquiring and using the Expert Tax (ETAX) software product. The following detailed service parameters are part of the responsibilities between the CUSTOMER and CEGsoft in the ongoing support for software product. Being a CUSTOMER means that a valid business relationship exists with CEGsoft and it is recognized by both parties.

1.1 Scope of Services

The following Services are covered by the software product for the period of one year from the date of purchase of the license:

- a) Access to create and submit Support Tickets through our product website (<https://support.experttax.com/>).
- b) Technical Support and troubleshooting when needed while using ETAX.
- c) Support with basic knowledge when using ETAX.
- d) Access to ETAX handbooks and tutorials available at that time.
- e) Support when needed for using specific data tools (ex: converts, imports, exports, etc.).
- f) Access to general information about ETAX and/or related to the tax year is intended to.
- g) Answers to any questions about ETAX, its features, functions, tools, calendar events, possible bugs and updates.
- h) Access to enroll in our Training Curriculum offered at CEGsoft premises. For other types of training, please refer to section **1.2 Exclusions - Supplementary Services**.
- i) These services are limited to:
 - I. the tax year version acquired by CUSTOMER.
 - II. the technical use of ETAX as well as performance issues.

These Services can be offered by any of the following means:

- a) Support Tickets from product website (<https://support.experttax.com/>).
- b) Telephone call.
- c) Electronic mail (e-mail).
- d) Remote assistance (ex: Team Viewer) during normal business hours.
- e) Planned or Emergency assistance on Site (extra costs may apply).

1.2 Exclusions

The following services **are not covered** as part of the software product:

- a) Supplementary Services - CEGsoft will invoice the CUSTOMER for the following services that are not included with ETAX:
 - I. Data Entry, Data Tools (import/export features), etc.
 - II. Training (staff, instructors, special tutorials, custom made, etc.).

- III. Printing, mailing, etc.
- IV. Service requests made by non-CUSTOMERS, even if the service requested is part of the section **1.1 Scope of Services**.
- b) Other Services - CEGsoft will not provide:
 - I. Tax Advisor Services (ex: planning, representation, filing, etc.).
 - II. IT Consulting Services (ex: network, security, licensing, etc.).
 - III. Any other service outside the Scope described above.
- c) Exclusions may include other services not described in the above items.

1.3 Customer Responsibilities

CUSTOMER responsibilities and/or requirements include:

- a) CUSTOMER must follow the due-process when reporting any issue to request a support service. When an issue is reported successfully, CUSTOMER will get from CEGsoft a Support Ticket confirmation. This confirmation allows CEGsoft the properly control level to better serve the CUSTOMER.
- b) A CUSTOMER representative(s) must be available during normal business hours to be contacted for a service related to an incident or request.
- c) CUSTOMER is responsible of providing all the components required to establish communication between the CUSTOMER offices to the website. This should include, but is not limited to the following layers: software, hardware, security and internet.
- d) CUSTOMER is responsible of establishing and following internal assessment and validation procedures for possible situations and completing these assessment and validation procedures, before contacting CEGsoft, in order to rule out any internal situation at CUSTOMER level. This also applies for issues related to service interruption and /or possible downtime events.
- e) CUSTOMER must appoint an internal IT resource that can perform any technical work that may be required on CUSTOMER's system environment.
- f) Appropriate and respectful language and behavior is expected from CUSTOMER.

1.4 CEGsoft Responsibilities

CEGsoft responsibilities and/or requirements include:

- a) CUSTOMER will always expect from CEGsoft a proper level of respect and professionalism.
- b) CEGsoft will listen the CUSTOMER carefully and thoroughly.
- c) CEGsoft will document any possible issues reported by any CUSTOMER.
- d) CEGsoft will make the best effort possible to assist CUSTOMER with any request related to ETAX.
- e) CEGsoft will address any reported issue, according to the established priority level.
- f) CUSTOMER should expect from CEGsoft appropriate notification for all scheduled maintenance and/or services.

1.5 Service Assumptions

Assumptions related to in-scope services and/or components include:

- a) Changes to services will be communicated and documented to all customers.
- b) CEGsoft Business Hours (Service Availability) are Monday through Friday from 9:00am to 6:00 pm.
- c) Any technical support request will be registered in our Support Ticket Software and tracked to its full resolution.
 - i. Exclusion of any 3rd Party Downtime.
 - ii. Downtime for server or website maintenance
- d) CEGsoft will provide a schedule or advance notice
- e) Exclusion of any tax related advice. CEGsoft will only help the CUSTOMER with matters related to ETAX.
- f) ETAX is CEGSOFT's Intellectual Property and CEGSOFT retains all of its rights over the software and all modifications further made.
- g) Exclusion of any E-Filing functionality that is dependent on government agencies and external services like Hacienda and/or IRS.
- h) Proper Hacienda and/or IRS certifications are established once all credentials for the software have been activated, published and available by Hacienda and/or IRS.
- i) By Acknowledge we refer to:
 - i. An acknowledge means that the situation has been reported to CEGsoft and a Service Ticket has been created
 - ii. A Service Ticket must be generated in order to initiate time measurement.
 - iii. An acknowledge may not mean an issue with CEGsoft's product. It could be an issue with the CUSTOMER internal environment.
- j) By Response we refer to:
 - i. A response may not mean an issue resolution.
 - ii. A response may require action from CUSTOMER IT resources.
 - iii. CEGsoft validation process will commence and Severity Categorizing is required to be agreed by both parties.
 - iv. A Support Ticket may be closed at Response level if it doesn't require a specific resolution.
- k) By Issue Resolution we refer to:
 - i. A solution to the reported, acknowledge and validated issue has been developed and made available.
 - ii. An Issue Resolution could be a "no action will be taken" response based on issue impact.
- l) Calculation issues
 - i. All calculations and formulas are interpretations made by CEGsoft personnel, based on the instructions published by any of the related government agency, and they are subject to changes at any time.
 - ii. In case of any interpretation errors, a validation process is put in place before any software changes.

2.0 Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

2.1 Service Availability

Coverage parameters specific to the service(s) covered:

- a) Telephone support: 9:00 A.M. to 6:00 P.M. Monday thru Friday.
- b) Calls received out of office hours will be forwarded to a voicemail and best efforts will be made to return the call/address the situation; however, no action can be guaranteed until the next working day.
- c) Emails and Support Tickets received through our site (<https://support.experttax.com/>) are monitored during working hours from 9:00 A.M. to 6:00 P.M. Monday thru Friday.
- d) Emails and Tickets received outside of office hours will be collected, however no action can be guaranteed until the next working day.

Any special arrangement requested by CUSTOMER will be treated as a separate engagement and may be subject to different terms.

2.2 Service Requests

In support of the services outlined within, CEGsoft will establish priority levels for issue resolution using the following categories:

- a) **Severity Level 1** - CEG software experiencing a high impact outage (major functionality problems, latency issues, users not able to process taxes on the software, or the software and systems not working for 50% or more of CUSTOMER users). (Please refer to Service Assumptions for details).
- b) **Severity Level 2** - Impaired functionality:
 - i. a work around may exist, but its use is unsatisfactory. (Ex: Printing).
 - ii. there is a satisfactory workaround, and most CUSTOMERs would be unaware of the defect's existence or only slightly dissatisfied. (Ex: Calculation issues).
 - iii. Please refer to Service Assumptions for details.
- c) **Severity Level 3** - Cosmetic issue or a defect that has slight impact on functionality; defect does not impair usability. (Please refer to Service Assumptions for details).

CEGsoft will respond to service-related incidents and/or requests submitted by the CUSTOMER within the following time frames, which is based on regular business hours (8 hrs):

Severity Level	Measured Service	Time Frame	Time Window	Expected
Severity 1	Acknowledge & Respond	1.5 – 3 hours*	9:00 AM x 6:00 PM	95%
Severity 2	Acknowledge & Respond	3 – 6 hours*	9:00 AM x 6:00 PM	95%
Severity 3	Acknowledge & Respond	6 – 8 hours*	9:00 AM x 6:00 PM	95%

*TIME FRAME for Case Resolution is uncertain and can vary widely, so it is excluded from the above table. Sometimes CUSTOMER may receive an estimate of time for resolution, but it should only be regarded as that.