

## **Introduction to Your Support and Maintenance Specifications**

It is our goal to make sure you have a full and complete understanding of the services we provide under any support and maintenance program which you have purchased. The specifications provided herein describe the details related to the level of service you have purchased for your specific product, and shall consist of the support of the hardware, software, and supporting infrastructure of your system. Along with the Warranty Services Agreement (found here <https://caehealthcare.com/legal/>), these Specifications govern the terms of the support services you have purchased.

## **Description of Services**

CAE Healthcare's LearningSpace Support and Maintenance Services consist of supporting the hardware, software and supporting infrastructure of the LearningSpace system ("LearningSpace"). In order to receive Support and Maintenance Services on your full system, all components of your LearningSpace System must be covered. CAE Healthcare shall charge you on a 'per component' basis.

### Scope of Services:

CAE Healthcare's LearningSpace Support and Maintenance Services include and cover the following services:

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| <b>LearningSpace Support Services</b>   |
| Updates to the LearningSpace application  |
| Updates to the operating system of the server and additionally installed applications by CAE Healthcare |
| Nightly Backup of textual data of the LearningSpace database  |
| Response to server, camera or audio outages   |
| Access to email and phone support during business hours, as described below                             |
| Shipment of replacement components as described below   |
| Hardware support, as described below.   |
| Training-For-Life*  |

\*Training-For-Life for LearningSpace (Enterprise Platform Only) may be offered in varying formats (virtual or in-person) and at select locations at the discretion of CAE Healthcare.

## **Exclusions**

CAE Healthcare's LearningSpace Support and Maintenance Services do not include or cover:

- On-site repair work and associated travel costs. If a Customer wishes to purchase a technician visit, Customer shall be required to pay CAE Healthcare for the visit at the then-current list price.
- Replacements of computers, tablets, and other hardware components (including but not limited to servers, switches, cameras, digital audio kits, and speakers) that are over five (5) years old. Customer may continue to maintain Support and Maintenance Services for the software beyond five (5) years, however the Hardware will not be supported, and in the event that there is a compatibility issue, Customer shall be required to replace incompatible Hardware. Customer shall only be required to purchase new Hardware components, and no additional licensing fees shall be charged.
- Software Upgrades.
- Support and updates of Customer computers used to access LearningSpace services.
- Solutions for hardware and network connection issues, as they are technically impossible to handle remotely because of the physical constraints. However, CAE Healthcare actively participates in diagnosing any such issues.
- Administrative access to CAE Healthcare's LearningSpace system network.
- Any normal wear and tear due to normal use and aging.
- Any hardware purchased from third party suppliers which may be utilized with your LearningSpace system.
- Any additional exclusions set forth in the Warranty Services Agreement.

## **Customer's Responsibilities**

In order for CAE Healthcare to provide these Support and Maintenance Services, Customer will:

- Maintain network connectivity when required for LearningSpace.
- Maintain VPN access to servers.
- Assist CAE support team with replacing peripheral equipment.

- Notify CAE Healthcare of support issues via email.
- Customer will provide at least one individual from the customer site who shall act as the primary point of contact for CAE Healthcare to communicate important information. The Customer is required to provide CAE Healthcare ([avs-support@cae.com](mailto:avs-support@cae.com)) a primary technical contact (name, email, telephone number), and is responsible for keeping technical contact information up to date in the event of personnel changes.
- Carry out the procedures indicated by CAE Healthcare in answer to queries made by Customer within a reasonable time after such procedures have been communicated to Customer.
- Ensure easy access and availability to any hardware by CAE Healthcare personnel when required.
- Return any defective hardware components, per the instructions of CAE Healthcare.
- In the event that virtual machines are utilized with Customer's LearningSpace system, Customer shall provide CAE Healthcare with the necessary access to Customer's servers in order to support LearningSpace and provide any required updates. CAE Healthcare may utilize virtual machines in order to manage LearningSpace. CAE Healthcare may require specific space requirements and technical requirements on the Customer's servers in order to properly implement LearningSpace. CAE Healthcare shall not be responsible for any failures that may result from not being granted the access and storage capacity necessary to run the system.

## Delivery of Support

### General:

At CAE Healthcare's discretion, CAE Healthcare shall repair or replace a defective hardware component with a current configuration of an identical or equivalent hardware component. Replacement hardware components may be refurbished.

### Procedure:

Customer should contact their Customer Experience Specialist (CXS) via telephone or online for technical assistance and repairs. Customer may be asked to provide photographic confirmation of the broken part or functionality.

### Hardware Support

If CAE Healthcare determines that the defective hardware component requires repair and replacement, CAE Healthcare will provide procedures to the Customer in order to assist in the component replacement process, which shall require the following:

- CAE Healthcare will provide the Customer with a return label along with the replacement component for the defective component. Customer must inform the CXS of when the defective component is shipped for return.
- Customer will reuse the packaging in which the replacement component is sent to the Customer for the return of the defective component.
- Customer must return the defective component within seven (7) days, or otherwise will be charged for the defective component.
- CAE Healthcare is responsible for all costs for shipment of the replacement component to and from the Customer.
- CAE Healthcare will retain the original defective parts.
- In the event the Customer wishes to receive back the repaired defective component rather than a replacement component, the Customer must wait for the defective component to be repaired, and a replacement component will not be provided.

### Software Support

CAE Healthcare Support and Maintenance Services are provided with internet connectivity to the Customer's LearningSpace system. Services are only available if and when LearningSpace components are available for remote administration over the network, utilizing the tools and methods the Customer selected for remote access. Although connecting your LearningSpace System to the internet may not be required, complex support cases require LearningSpace to be accessible on the network, hence it is highly recommended to connect LearningSpace to the internet for remote support.

### Customer Support Contact Information:

Hours: N. America: 8:00AM –8:00PM EST(Monday-Friday) | International: 7:00AM–4:00PM GMT(Monday-Friday)  
 Phone: US +1.866.462.7920 Ext 3 | UK +44 (0) 800-91701851 | EMEA +49-6131-4950354  
 Email: [avs-support@cae.com](mailto:avs-support@cae.com)  
 Chat Support: [help.caelearningspace.com](https://help.caelearningspace.com)

Additional support can be scheduled outside of normal hours with CAE Healthcare at an additional cost based on availability.

Updates: Customer will receive available system updates directly through the LearningSpace System's notification interface. Customer Support will adhere to the IT security guidelines dictated by the customer's institutional security protocol. Customer is responsible for ensuring that VPN access be provided during the scheduled time frame for the software update. In addition, all servers need to be enabled and authorized to connect to all Internet hosts on TCP ports 80, 443.

Response Times: CAE Healthcare provides support within 24 hours of notification for Major Impact issues (A) and within 48 hours for all other issues (B-D) (excluding weekends and public holidays). In the event of a critical issue, the customer shall first contact customer support via email ([avs-support@cae.com](mailto:avs-support@cae.com)) followed by contacting telephone support.

#### Priority Level Descriptions

**A – Major Impact:** Reported issue has major impact on training. The Customer cannot perform the intended or planned training. Example: System not accessible; not able to record at all or existing recordings not available. Data entry not possible, submitted data not saved.

**B – Some Impact:** Reported issue has some impact on training. The customer can perform an acceptable level of the intended or planned training. A work-around solution may be provided. Example: Defect in peripheral (ex. some cameras); product inconsistency; system still accessible and training can be performed, but issue affects live event.

**C – Minor Impact:** Reported issue has an impact on training but does not negatively affect the course. Example: Loss of minor functions like printing or exporting data; defect in peripheral; product inconsistency not affecting live events, workaround provided. Usability questions also belong here.

**D – No impact:** Cosmetic change, like distorted text; update; feature request; other daily matters. Example: VPN, listserve, hardware breakdown

## Security

Customer must use strong passwords for all user accounts created in LearningSpace. Strong passwords are defined as having more than 8 characters, not matching standard "dictionary" definitions and having at least 3 of the following 5 characteristics:

- 1 or more capital letters
- 2 or more numbers
- 1 or more punctuation marks
- 1 or more symbols
- Fewer than 3 of the same characters consecutively

## Data Protection

The privacy of our customers is of sincere importance to CAE Healthcare. Based on the scope of the services provided under LearningSpace support and maintenance services (including any backup and/or storage files rendered pursuant to the automatic backup and/or cloud based storage), personal data may be processed by the Customer and CAE Healthcare for the fulfilment of the obligations relating to the employees, clients, customers, students or other persons connected to the Customer when using LearningSpace.

The LearningSpace Data Protection Policy explains what information we gather from our customers, how it may be used and how it is protected by CAE Healthcare. This policy is issued to comply with the EU General Data Protection Regulation, (EU) 2016/679 of 27 April 2016 (GDPR) and any relevant national legislation of EU Member States implementing the GDPR, as well as the relevant US legislation on privacy and data protection (together the "Regulations"). The LearningSpace Data Protection Policy forms an integral part of these terms and can be found at <https://caehealthcare.com/legal/>

## Updates and Additional Purchases

The Support and Maintenance Services shall cover services associated with any updates or minor additions provided by or purchased from CAE Healthcare that replace or supplement the original LearningSpace system. Any such update or addition shall be covered through the end of the then-current term. In the event that the Customer elects to expand the LearningSpace System, the Customer may be required to pay additional fees for Support and Maintenance Services which shall depend on the size of the LearningSpace expansion. Any such expansion shall also be governed by the terms of the initial LearningSpace purchase.

## Cloud Backup Services

If available for your system and if you have elected to purchase cloud backup services as a part of your LearningSpace system ("Cloud Backup Services"), those services will be charged separately at additional cost, and are not included as a part of Support and Maintenance Services.

## Suspension of Services

In the event that the Customer ceases to provide system connectivity to CAE Healthcare for greater than five (5) consecutive days, Support and Maintenance Services will be suspended until such connection is restored. CAE Healthcare shall not refund or credit Customer for any suspension of service that is a result of lack of system connectivity.