

# **Addendum to the TSANet Code of Conduct**

## **(Basic Relationship)**

### **General**

Organizations seeking or having membership in TSANet, Inc. (“TSANet”) agree to identify each “**Company Site**” that will become or are an existing member of TSANet. This TSANet relationship addendum (this “**Addendum**”) applies to conduct of a member and each of its representatives at each such site, and at other locations where the member makes or receives calls for support or engages in membership activities in furtherance of Basic Relationship (“**Basic Relationship**”).

Each member shall assure that each of its representatives participating in TSANet calls or member activities for such member shall first have been trained in TSANet processes and procedures applicable to the relationship in which they are participating (each a “**Designated Caller**”). Each Designated Caller shall conduct themselves in compliance with the TSANet Code of Conduct (the “**Code of Conduct**”), this Addendum, all TSANet applicable processes and procedures, as well as TSANet policy when participating in this relationship.

TSANet members who agree to interact with each other in this open group relationship are together known as participants (“**Participants**”). Participants agree to collaborate with all other Participants of the relationship under the conditions designated in this document. This relationship requires a clearly defined support process whereby a mutual customer has been identified and a multi-vendor problem exists. A mutual customer is a company or individual customer that is (1) using Products or Services from two or more Participants in conjunction with one another and (2) meeting the criteria set forth by each of those Participants in the TSANet database defining the customer as a mutual customer (a “**Mutual Customer**”).

Participation in this relationship may be implemented by a member in all TSANet regions. Each member’s activities in TSANet shall conform to the Code of Conduct and each member is solely responsible for complying with applicable laws related to their business activities in jurisdictions where they conduct business. The Code of Conduct contains terms and conditions, policies and processes that each member is required to adhere to for entry into and participation in a TSANet relationship. In the event of any conflicts or inconsistencies between the Code of Conduct and this Addendum, the terms of this Addendum shall take precedence as between members in this relationship; provided, however, that this Addendum is not intended to modify or alter Section 5 (“**Competition**”), Section 7 (“**Confidentiality**”) and Section 7.4 (“**Limitation of Liability**”) of the Code of Conduct, nor Section 7 (“**Limitation of Liability**”) in the TSANet Database License and Member Acceptance Agreement, as may be periodically revised or updated.

### **Requirements for Participation:**

Participants are obligated to respond to other participants under the terms of this agreement where the Mutual Customer has been identified and defined in the TSANet database. Participants agree to have an internal process to identify and engage technicians capable of diagnosing or troubleshooting incidents. Participants further agree that when a service request is initiated and the product has been identified as part of this relationship, Participants will collaborate within the defined response guidelines.

Participants agree to diagnose and troubleshoot Mutual Customer, multi-vendor problems to isolation and/or resolution with other Participants in accordance with the Mutual Customer’s obligations with the Participant(s) as defined in the TSANet Database or relationship terms.

## **Term**

This Addendum is effective immediately upon adoption by TSANet, may be periodically updated, and will automatically be renewed on an annual basis unless otherwise specified. Participants will be notified of any changes to this Addendum as defined by the TSANet Bylaws. Participants may terminate their participation in this Group Relationship with 90 days prior written notice to the President of TSANet.

## **Certified Platforms**

One Participant's certified platform does not necessarily constitute a certified platform that will be supported by all Participants. Where support obligations (i.e. Mutual Customer) exist from Participant(s) to customer, Participant agrees to engage other Participant(s) utilizing reasonable efforts and general troubleshooting to isolate and/or resolve a customer configuration regardless of whether there is a mutually agreed upon configuration or certified platform. This Addendum does not obligate Participants to continue engagement beyond initial troubleshooting on non-mutually agreed upon certified platforms. If after initial evaluation a Participant determines resources beyond initial troubleshooting are required and disengages on a non-mutually agreed upon certified platform(s), the Participant disengaging agrees to inform the Mutual Customer of the disengagement.

Participants are encouraged to post or link to information concerning certified platforms in the TSANet database. Participants are responsible for supporting the customer based on their independent and direct support contract with the customer in question.

Participants should never imply in sales or support literature that membership in this relationship obligates a Participant to engage resources beyond general troubleshooting to isolation and/or resolution where a mutually agreed upon configuration has not been agreed upon by all parties involved.

## **Response Time Priority**

Participants agree to strive to respond via telephone or electronic correspondence to other Participants with Mutual Customer, multivendor problems based on the following Priority Definitions:

*P-1 Critical*(System Critical, Down, Loss of main functionality) A catastrophic problem that may severely impact the Mutual Customer's ability to conduct business. This may mean that the Mutual Customer's systems and/or product are down or not functioning and no procedural workaround exists.

For **P-1** issues - Participants will strive to respond to each other within **the next business day** from the time of the initial call. Response is defined as a technician beginning the diagnostic process via telephone or electronic correspondence.

**For all other issues** - Participants will strive to respond within their best effort guidelines. Response is defined as a technician beginning the diagnostic process via telephone or electronic correspondence.

## **Escalation**

Members agree to define a process to escalate calls to the appropriate management level capable of authorizing the required resources to diagnose, troubleshoot, isolate and/or resolve complex problems within the appropriate time for the severity level.

### **Transfer of Incident**

Members agree to transfer incidents between participants of this Basic Relationship and a Participant where both parties mutually agree that the call should be transferred. The Participant accepting the responsibility will accept a direct customer transfer from the Member of the Group or be responsible for informing the Mutual Customer in a reasonable and timely manner that ownership has been transferred. All Participants shall make reasonable efforts to ensure a smooth transition and ensure Participants and the Mutual Customer are aware of the status of the call.

### **Products Supported and Notification of Discontinued Products**

Participants in this relationship will collaborate to support a Mutual Customer for defined product offerings (which may in fact include all products sold and supported by a Participant) or by providing support based on a customer's contractual relationship with the Participant.

When a Participant decides to make a significant change to their cooperative support entitlement instructions they agree to provide 45 days written notification to the Member's Authorized Representative who has been designated a business manager (the "**Business Manager**") for this relationship. Such changes will include, but not be limited to, withdrawal of products currently supported where such products are still actively being sold and supported by the Participant outside this relationship or a change in the level of contract required by the end user to be supported under this relationship.

### **Information Required**

Participants agree to supply TSANet the following information and keep information up-to-date for the purposes of this relationship. Participants agree to verify and/or update information every ninety (90) days. Participant information will be available via the TSANet database only to other Participants of this relationship. Required information must be provided for each TSANet site participating in the agreement. Each participating support organization agrees to supply contact process instructions or access number(s) used for collaboration including products covered, hours of support under this relationship and Participant's criteria and verification of a Mutual Customer. Additionally, escalation information is required for each participating support organization identified.

### **Disqualification or Discipline**

A Participant's non-compliance with this Addendum or the member's duties and responsibilities applicable to this relationship may result in suspension or disqualification from this relationship. The TSANet Board of Directors may terminate or suspend a member by a two-thirds (2/3rds) majority vote. Suspension will occur only after the Participant is made aware of the noncompliance and given reasonable opportunity to be heard by the President. In the event the President is for any reason unable to determine whether suspension or disqualification from this relationship is appropriate, the Chairman shall refer this matter to the Executive Committee of the Board of Directors, for the purpose of hearing and then deciding the matter. Any determination of the Board of Directors with respect to such matters shall be final and binding on member. In addition, in the event that the President or the Executive Committee of the Board so determines, based on the information presented with regard to such matter, discipline of the member(s) may include censure, or forfeiture of membership in TSANet.

### **Member Acceptance of Addendum**

By signifying acceptance, Member agrees to be bound to the terms of this Agreement, intends to submit this Addendum to TSANet, and agrees to the terms of participation in the TSANet organization respecting membership in this Basic Relationship as such terms are specified in this Agreement.

**<ACCEPT>**

By signifying that the Member declines below, the membership process in the Mission Critical Relationship will not continue.

**<DECLINE>**

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For inquiries or questions, please contact: TSANet, Inc. 8101 College Blvd. Suite 100, Overland Park, Kansas, 66210, U.S.A./or call: 913.345.9311/ or [e-mail: dennis@tsanet.org](mailto:dennis@tsanet.org).