

# **OMNIVISTA® CIRRUS**

# PAID BUNDLES SERVICE DESCRIPTION

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# 1 Preface

This document describes all the OmniVista Cirrus paid bundles services available to the End-Customer. This Service Description may be modified at any time by ALE with a 30 (thirty) day prior notice to Service Supplier. New Service description only applies to new or renewal Subscription Order.

# 2 Definitions

**ALE Device:** means the Devices listed in the OV Cirrus Supported Devices list.

**Business Portal:** Business Portal refers to the website for ALE partners and accessible to End-Customers under conditions.

**Device License binding:** means the process to bind an ALE Device to an OmniVista Cirrus NMS Hosted License.

**End-Customer**: is the entity which subscribed to OmniVista Cirrus paid bundles either directly to ALE or an Authorized Reseller as defined in the Terms of Use.

**Hosted License**: means a license made available in the cloud to entitle the Services according to the Service Description to an ALE Device.

Licensed Device: means ALE Devices bound to a Hosted License.

OmniVista Cirrus cloud based Network Management System ("OmniVista Cirrus NMS"): means ALE owned cloud based system that provides network management functionality.

**OmniVista Cirrus Freemium:** means a free access to OmniVista Cirrus NMS limited to registration, one-time upgrade and registration of ALE Devices, as described in the Freemium Terms of Use.

**OmniVista Cirrus paid bundles:** means the portfolio of OmniVista Cirrus services bundles as described in the OmniVista Cirrus Service Description.

**OmniVista Cirrus registration portal:** means the dedicated Portal accessible through ALE public website with Information about OmniVista Cirrus and the possibility for an End-Customer, or any third party authorized by the End-Customer to register to an OmniVista Freemium Service and/or to get access to the OmniVista Cirrus NMS.

OmniVista Cirrus Subscription (the "Subscription"): means a paid subscription, ordered through the Business Store providing services according to the Service Description.

**OmniVista Cirrus Trial**: means a free access to try OmniVista Cirrus NMS with a limited duration to test a limited amount of ALE Devices for a limited amount of time.

**Service Supplier**: Notwithstanding the definition in any other contractual document designates herein either ALE International, ALE USA or an Authorized Reseller.



Subscription Activation: means the actual activation of the Subscription by a Subscription code.

# 3 OmniVista Cirrus paid bundles description

Based on the Subscription ordered by the End-Customer to the Service Supplier, End-Customer will receive services to one of the OmniVista Cirrus bundle ordered.

# 3.1 OmniVista Cirrus Premium bundle

For the Subscription duration, the bundle provides:

- Online access to and use of applications of the OmniVista Cirrus NMS and online management of each Licensed Device
- Online access to and use of support facilities for OmniVista NMS through the ALE Business Portal and Global Welcome Center

# 3.2 OmniVista Cirrus Business bundle

Note: not available in the United States

For the Subscription duration, the bundle provides:

- Online access to and use of applications of the OmniVista Cirrus NMS and online management of each licensed Device
- Access to Service Supplier to get support for OmniVista NMS
- Access to Service Supplier to get support for each Licensed Device

## 3.3 OmniVista Cirrus Base bundle

For the Subscription duration, the bundle provides:

- Online access to and use of applications of the OmniVista Cirrus NMS and online management of each licensed Device
- Access to Service Supplier to get support for OmniVista NMS

In the United States only

eMail access to the Global Welcome Center for support for OmniVista NMS

## 4 Services

# 4.1 Online access to and use of applications of the OmniVista Cirrus NMS and online management of each Licensed Device

OmniVista Cirrus Bundles	Applicable
OmniVista Cirrus Premium	Yes
OmniVista Cirrus Business	Yes, except United States
OmniVista Cirrus Base	Yes

OmniVista Cirrus NMS is hosted in the public cloud. It provides functionality to a network of Licensed Devices. To be manageable by OmniVista Cirrus NMS, each Licensed Device must be connected to OmniVista Cirrus NMS. The OmniVista Operator can reach OmniVista NMS through the Internet and use a web browser to use its applications.

# 4.1.1 Service Level Agreement

The SLA terms below will remain constant for the use of the OmniVista Cloud NMS 24/7 during the initial term of the Subscription. However, when a Subscription is renewed, the then-current version of this SLA as of the time of renewal will apply throughout the full renewal term.

#### Service commitment

ALE will use commercially reasonable efforts to make its OmniVista Cirrus NMS available with a Monthly Uptime Percentage of at least 99.5%, excluding planned service maintenance.

In the event that OmniVista Cirrus does not meet this SLA uptime commitment, End-Customer is eligible to a Service Credit as follows:

Uptime	Days Credited
< 99.5%	3

#### **Definitions**

- "Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- "Availability" means the ability to login and perform operations by means of the OmniVista Cirrus Network Management Services Platform,
- "Claim" means a claim for a Service Credit submitted by an End-Customer by opening a support case with OmniVista Cirrus, on the basis that OV Cirrus NMS has been Unavailable during a Subscription.
- "Customer" refers to the End-Customer whether an individual or corporate entity as the end user of the OmniVista Cirrus NMS.
- "Incident" means any set of circumstances resulting in the Unavailability of the OmniVista Cirrus NMS at any time, consistent with the Service Level commitments. An Incident, for purposes of submitting and determining the validity of a Claim, shall not be based on any SLA Exclusions.
- "Service Credit" calculated as set forth below and in the table above that Service Supplier may credit back to the End-Customer account upon submission of a validated SLA Claim. Service credit will not be exchanged or converted into monetary compensation.

## **Services Credits**

To receive a Service Credit, the End-Customer must notify Service Supplier and submit a Claim within thirty (30) days from the Incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each Incident experienced, (b) the End-Customer's name and OmniVista Cirrus instances that were running and affected during the time of each Incident; (c) network trace routes and URL(s) affected by the Incident, and that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and from receiving a Service Credit. If Service Supplier validates the Claim, then Service Supplier will issue the Service Credit.

#### **Services Credit Provisions**

Service Credits are the sole and exclusive remedy for any violation of the service level commitments (including with respect to any Incident or any unavailability). Service Credits shall be a credit toward future services only, and not entitle the End-Customer to any refund or other payment from Service Supplier. Service Credits may not be transferred or applied to any other account, nor exchanged for, or converted to monetary amounts.

#### **SLA** exclusions

This SLA does not apply to any Availability or Unavailability of the OmniVista Cirrus NMS:

- Caused by factors outside of Service Supplier or ALE reasonable control, including but not limited to any force majeure event or interruption or impediment to Internet access or related problems beyond the demarcation point of OmniVista Cirrus and its Cloud infrastructure suppliers, third party internet access failures, third party carrier issues that are outside Service Supplier's or ALE's control and denial-of-service attacks and hacking.,
- That result from Customer equipment, software or other technology, and/or third-party equipment, software or other technology (other than third party equipment within our direct control)
- That resulted from performing announced service maintenance and platform upgrades.
- Associated to Beta, Freemium and Premium trial Services accounts
- That result from any actions or inactions from Customer or any third party, including employees, agents, contractors, or vendors, or anyone gaining access to OmniVista Cirrus Cloud NMS by means of Customer's passwords or equipment
- Arising from the suspension and termination of the right to use OmniVista Cirrus services. Service Supplier may, but is not obligated to, issue a Service Credit in its sole discretion where the use of the Cloud Services Platform may be Unavailable due to factors other than expressly provided here in this SLA.



# 4.1.2 Applications

OmniVista Cirrus NMS provides simplified deployment by

- Customer self-service sign-up and portal activation
- Easy Network ALE Devices On-boarding for Cloud management
- Firmware and software policy update for cloud registration
- Configuration template for ALE Devices for auto-provisioning
- Command Line Interface (CLI) scripting template for ALE Devices bulk provisioning and configuration modeling

OmniVista Cirrus NMS provides access to recent and latest firmware versions for ALE Devices. Firmware is manageable through the "configuration lifecycle" application.

The following applications are available from OmniVista NMS:

#### 4.1.2.1 Dashboard

- Graphical widgets for Licensed Device status with drill-down capabilities
- Real-time monitoring and analysis of critical network performance indicators through visual widgets
- Full choice of displays, data and other important network and device information with advanced reporting capabilities

## **4.1.2.2** Topology

- Detailed discovery of Licensed Devices with overlay display for wired/wireless devices and virtual chassis
- Network visualization for logical and physical infrastructure and live device status
- Dynamic, customizable, logical map based on user-defined filters (IP subnet, location, model, user provided descriptive info)
- Hierarchical multi-site topology display
- WiFi heatmap with a Radio Frequency (RF) planner for optimal deployment of WiFi Access Points

# 4.1.2.3 Configuration Lifecycle

- Extensive device configuration life cycle for device configuration changes
- Create infrastructure wide, device software image update for baseline version management
- Configuration lifecycle scheduling (backup / restore and device firmware), including remote reboot

## 4.1.2.4 Unified LAN and WLAN

- Single pane of glass management for Licensed Devices for provisioning and monitoring
- Centralized definition for role based access policy with built-in authentication policy manager



 Advanced BYOD and guest access mobility features including configuration and monitoring

### 4.1.2.5 Monitoring

- Monitors and analyzes alerts, notifications and network performance in real time
- Easy Remediation and notification actions based on predefined conditions with a single click

#### 4.1.2.6 Network Analytics

- Provides insight in the network health with advanced graphical analytics on most problematic ALE Devices based on device state (CPU, memory, temperature)
- Enables automatic generation of business centric, CIO-oriented graphical analytics reports for network

# 4.1.2.7 Application visibility

- Provides application visibility for network wide application inventory, monitoring and use, allowing a better understanding of bandwidth consumption between business critical and non-professional applications
- Allows centralized policy enforcement and application-use policy by applying QoS policy enforcement such as rate limiting, blocking and application prioritization
- Improves user experience and business outcome with embedded analytics engine, showing in depth application usage reports and key measurement indicators

# 4.2 Online access to and use of support facilities for OmniVista Cirrus NMS through the ALE Business Portal and Global Welcome Center

OmniVista Cirrus Bundles	Applicable
OmniVista Cirrus Premium	Yes
OmniVista Cirrus Business	No
OmniVista Cirrus Base	No

For detailed information see End Customer Service Essentials document.

# 4.3 Online access to and use of support facilities for each Licensed Device through the ALE Business Portal and Global Welcome Center

OmniVista Cirrus Bundles	Applicable
OmniVista Cirrus Premium	Yes
OmniVista Cirrus Business	No
OmniVista Cirrus Base	No

For detailed information see End Customer Service Essentials document.

## 4.4 Email access to ALE Global Welcome Center to get support for OmniVista NMS

OmniVista Cirrus Bundles	Applicable



OmniVista Cirrus Premium	No
OmniVista Cirrus Business	No
OmniVista Cirrus Base	United States only

For detailed information see End Customer Service Essentials document.

# 4.5 Access to Authorized Reseller to get Support for OmniVista Cirrus NMS

OmniVista Cirrus Bundles	Applicable
OmniVista Cirrus Premium	No
OmniVista Cirrus Business	Yes, except United States
OmniVista Cirrus Base	Yes, except United States

Please contact your authorized reseller

# 4.6 Access to Authorized Reseller to get Support for each licensed device

OmniVista Cirrus Bundles	Applicable
OmniVista Cirrus Premium	No
OmniVista Cirrus Business	Yes
OmniVista Cirrus Base	No

Please contact your authorized reseller