

# Bogen Nyquist C4000 Software Product Support Policy

This Bogen Nyquist C4000 Software Product Support Policy (“Policy”) describes the current intentions of Bogen Communications LLC (“Bogen”) with respect to customers who do not subscribe to Bogen’s Nyquist C4000 Software Update Subscriptions (collectively, “SUS”).

Reference is hereby made to the End-User License Agreement (“EULA”) found at:

<https://www.bogen.com/c4000-resources>, which is hereby incorporated by reference into this document as if fully stated herein. Capitalized terms not otherwise defined in this document shall have the meanings given to them in the EULA.

Bogen provides all software and other items pursuant to this Policy subject to the terms and conditions of the EULA. If you do not agree to the EULA, do not use such software or other items. Your downloading or use of such software or other items indicates your acceptance of the terms of the EULA.

## Nyquist Software Product Release Numbering

Bogen uses a four-place numbering scheme to designate released versions of the Nyquist Software Products. The format is as follows:

- *XX.YY.ZZ.bbb* (For example, 2.1.0.115)  
*XX* = major version number, *YY* = feature/enhancement release number, *ZZ* = minor release number, and *bbb* = build number  
*YY* and *ZZ* releases are collectively known as “maintenance releases”

## Support for Nyquist Software Products

This Policy refers only to the *XX.YY.ZZ* portion of the release numbering (with the *bbb* portion not being a factor). When referring to a Nyquist Software Product, the build number (*bbb*) is often omitted, but it is implicitly included.

This Policy uses the following terms to refer to release relationships:

- **Current Release** = The most recently available major version and release of a Nyquist Software Product.
- **C–1** = The major version and release immediately preceding the Current Release.
- **C–2** = The major version and release immediately preceding the C-1 release.

For customer who have not purchased the SUS, Bogen currently intends to provide support for the Nyquist Software Products as described in the following table, subject to the Product End of Life Procedures described below the table.

| Support Type                                       | Description  |
|--|--|
| <p><b>Full Support for the Current Release</b></p> | <p>Bogen provides Full Support (described below) for the Current Release of a Nyquist Software Product.</p> <p>Under Full Support, Bogen provides maintenance releases, patches, hot fixes, or workarounds to enable the Current Release of the Nyquist Software Product to operate in substantial conformity with its then-current operating documentation.</p> <p>Customers actively enrolled in the SUS need to apply all existing maintenance releases and patches to maintain Full Support.</p>   |
| <p><b>Limited Support for the C-1 Release</b></p>  | <p>Following a Nyquist Software Product’s transition from Current Release to C-1 status, Bogen provides Limited Support (described below) for such C-1 release for a maximum of 2-years. Customers are encouraged to upgrade their systems to the Current Release during this 2-year Limited Support window.</p> <p>Under Limited Support, new enhancements will not be made to the C-1 release.</p> <p>If available, Bogen may direct customers to existing fixes, patches, or workarounds applicable to the reported case.</p> <p>Under Limited Support, Bogen will only develop new patches or hot fixes for problems of high technical impact or security exposure for customers. With customer input, Bogen will determine the degree of impact and exposure and the consequent activities.</p> <p>If applicable, Bogen may direct customers to upgrade* to the Current Release in order to resolve an issue.</p> <p>Bogen’s Tier 3 Support will be engaged on critical cases only and on a limited basis for problem identification.</p> |

|  |   |
|--|---|
| <p><b>End of Version Support for the C-2 Release</b></p> | <p>Following a Nyquist Software Product’s transition from C-1 to C-2 status, Bogen provides End of Version Support (described below) for such C-2 release for a maximum of 3-years.</p> <p>Access to technical documentation through Bogen’s resource webpages, Knowledge Base search, known resolution and workaround Technical Bulletins, and existing patches will remain available where applicable for a minimum of 3-years from the time a release transitions to C-2 status.</p> <p>Under End of Version Support, no new enhancements, patches, or hot fixes will be made to any C-2 release.</p> <p>If applicable, Bogen may direct customers to upgrade* to the Current Release in order to resolve an issue.</p> <p>If a customer would like advice on upgrading its Nyquist Software Product or has questions about the status of such product’s SUS, please contact Bogen during normal business hours Monday through Friday.</p> |
|--|---|

\* Requires customer’s system(s) to be actively enrolled in Bogen’s Software Update Subscription (SUS) service.

**Examples:**

The following are examples of how this Policy would apply to a Nyquist Software Product with versions/releases of 5.0.0, 4.2.0 and 4.1.1:

When 5.0.0 becomes “generally available” (GA):

- 5.0.0 is covered under Full Support but may require any current maintenance release and/or patches be applied.
- 4.2.0 is then covered under Limited Support for a maximum of 2-years.
- 4.1.1 is then covered under End of Version Support for at least 3-years.

**Note:** Customers can submit enhancement requests at any time, but they will be considered only for future releases of the Nyquist Software Product.

**Extension of Support Periods**

At its discretion, Bogen may extend its support of certain Nyquist Software Product beyond the dates specified in this document. Announcements to this effect are made through Bogen’s website and via Release Notes of the affected product(s).

**Product End of Life**

- Notwithstanding anything in this Policy that may be construed to the contrary, at any time Bogen may “end of life” a Nyquist Software Product by terminating any/all support for such product in the manner described in this section.

- At least 24 months prior to the termination of support, Bogen will post a notification to the Bogen website and send physical or electronic notices to each customer who is actively enrolled in the SUS to the address in customer's file.
- During the timeframe between when "end of life" notification is posted to the Bogen website and the actual termination of support, the Nyquist Software Product will be supported as follows:
  - New enhancements will not be made to the product.
  - No enhancements will be made to the product to support new or updated versions of the hardware on which the product runs or to which it connects. Bogen will direct customers to existing fixes, patches, or workarounds applicable to the reported case.
  - Bogen will develop new hot fixes for problems of high technical impact or security exposure for customers. With customer input, Bogen will determine the degree of impact and exposure and the consequent activities.
  - Bogen's Tier 3 Support will be engaged on critical cases only and on a limited basis for problem identification.

### **Third-Party Products**

To receive Full Support for a Nyquist Software Product, you must have such product installed in a supported environment, as specified in the product documentation. If a third-party vendor cancels support for one of its products (such as an operating system or open source component), and that third-party product integrates or interacts with the Nyquist Software Product you have licensed, you must upgrade to a supported version of a third-party product before Bogen can provide you with support for the affected Nyquist Software Product.

### **Upgrading**

When you are ready to upgrade a Nyquist Software Product, you can download the Current Release from Bogen's Electronic Product Distribution (EPD) site (accessible from within the product's update page). To access this site, you must be currently enrolled in a Software Update Subscription (SUS) for that product.

### **DISCLAIMERS**

**ALL ITEMS PROVIDED BY BOGEN IN CONNECTION WITH THIS POLICY CONSTITUTE "UPDATES, SUPPLEMENTS OR ENHANCEMENTS" TO THE PLATFORM UNDER THE EULA. ALL SOFTWARE AND SERVICES PROVIDED IN CONNECTION WITH THIS POLICY ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.**

**ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY DOCUMENT PROVIDED BY YOU OR ON YOUR BEHALF ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN BY BOGEN.**