



Support Services Agreement

During the End User License Agreement Term ("EULA TERM"), COMPANY will provide to Customer implementation, training, and support services in accordance with the terms and conditions set forth in this Support Services Agreement ("Agreement").

1. INITIAL IMPLEMENTATION AND TRAINING. Initial implementation and training fees are set forth in the Sales Agreement. Following initial implementation and training, upon Customer's request, COMPANY will provide training services for Customer's Authorized Users at COMPANY'S then current training fees in accordance with Section 5 (Hourly Fees).

2. SUPPORT SERVICES. Subject to Section 3 (Exclusions from Support Services) and Section 6 (Customer Responsibilities), COMPANY will provide the following services ("**Support Services**") for the Licensed Products only.

2.1. Support Hotline. COMPANY will provide a telephone helpline or other suitable incident management program (the "**Support Hotline**"). Customer shall use the Support Hotline to report all system questions, enhancement requests, technical consultations, and Errors. When logging an incident, Customer shall provide a primary contact and phone number for the on-site Customer representative for the issue, identify the Licensed Product at issue, provide a brief description of the problem, and indicate the severity of the problem. The call will be routed to the proper COMPANY representative to respond in an effort to resolve the matter, communicating with the Customer via email or phone where possible. For clarity, Customer may log issues via email to support@digital-voice.com; however, emails are monitored only during regular business hours and response times to emails are not guaranteed.

COMPANY's support staff is on call 24 hours a day, 7 days a week. For clarity, COMPANY's support personnel are available from 8:30 AM EST to 6:00 EST Monday through Friday, except holidays. An automated system shall answer support calls during non-business hours with instructions on how to escalate Severity 1 or Severity 2 support issues.

The support call numbers are as follows:

Regular Business Hours: (800) 327-5065, ext. 2
(M-F, excluding holidays, 8:30 AM to 6:00 PM (Eastern Time))

After-Hours: (800) 327-5065, ext. 2

Calls placed to the Support Hotline are prioritized by severity and when they are received. In other words, COMPANY attempts to resolve the calls that have been outstanding for the longest times whenever practical. For all issues except Errors, Standard response time to After-Hours calls is as specified in section 2.2.2. Errors will be handled in accordance with Section 2.2.

2.2. Error Remediation Process. Upon receipt of Customer's report of an Error in accordance with Section 2.1, COMPANY shall use commercially reasonable efforts to remedy any reproducible Error in the Licensed Product in the manner and timeframes set forth in this Section 2.2, subject to the exclusions in Section 3 (Exclusions from Support Services) and Section 6 (Customer Responsibilities).

2.2.1. "Error" means a reproducible failure of the Licensed Product to conform to its functional specifications as described in the applicable Documentation, which failure is demonstrable and causes it to be inoperable, to operate improperly, or produces results different from those described in the applicable Documentation.

2.2.2. Severity Levels. COMPANY shall classify and respond to a reported Error according to the following Severity Levels:

(a) Severity 1. A "Severity 1" Error occurs if the Licensed Product materially fails to conform to the functional specifications in the Documentation and Customer is unable to use the Licensed Product (e.g., system down). COMPANY will initially respond to Customer within one (1) hour of receiving Customer's report of a Severity 1 Error and will provide regular status updates to Customer every two (2) hours thereafter.

(b) Severity 2. A "Severity 2" Error occurs if the Licensed Product contains major functional failures to conform with the specifications in the Documentation, which Customer is able to work around but the Licensed Product can only be used to a limited degree (partial or limited functionality). COMPANY will initially respond to Customer within two (2) hours of receiving Customer's report of the Severity 2 Error and will provide regular status updates to Customer every four (4) hours thereafter.

(c) Severity 3. A "Severity 3" Error occurs if the Licensed Product or Documentation contains incorrect logic, incorrect descriptions, or functional problems which Customer is able to work around, or where a temporary correction has been implemented (fully functional but needs improvement). COMPANY will initially respond to Customer within eight (8) hours of receiving Customer's report of a Severity 3 Error and will provide regular status updates to Customer every twenty-four (24) hours thereafter (but only during regular business hours).

(d) Severity 4. A "Severity 4" Error occurs if the Licensed Product contains cosmetic minor flaws or if Customer has a suggestion for an enhancement to or question about the product. There is little or no impact on Customer's normal business operations. COMPANY may, in its sole discretion, address such Severity 4 Error in a future release of the Licensed Product.



3. **EXCLUSIONS FROM SUPPORT SERVICES.** COMPANY is not required to provide any Support Services for, or required as a result of, any of the following:

- 3.1. modifications to a Licensed Product by any party other than COMPANY or its authorized representatives;
- 3.2. use of a Licensed Product with any equipment or software not specified as compatible in the Documentation;
- 3.3. use of the Licensed Product for a purpose or in a manner not specified in the End User License Agreement or the Documentation;
- 3.4. Customer's failure to install, configure, or maintain the Licensed Product in accordance with the End User License Agreement and Documentation;
- 3.5. accident, negligence, or misuse of the Licensed Product by Customer or an Authorized User;
- 3.6. use of any release of the Licensed Product other than the current release;
- 3.7. any modification to Customer Systems which adversely affects the Licensed Product, including relocation or adding or removing hardware or software components to such Customer Systems;
- 3.8. malfunction of any Customer Systems;
- 3.9. with regard to any Equipment furnished by COMPANY, the following additional exclusions apply:
 - 3.9.1. battery replacement;
 - 3.9.2. electrical work external to the Equipment;
 - 3.9.3. repair of damage resulting from accident, neglect or misuse, static electricity, failure of electrical power, or causes other than ordinary use, or resulting from maintenance or repair of the Equipment by persons other than COMPANY or its authorized representatives.

4. **OUT-OF-SCOPE SERVICES.** Any and all Customer requested services provided by COMPANY to Customer beyond covered implementation, training, and Support Services for the Licensed Products, in COMPANY's sole discretion, are billable according to an estimate of the resources required to perform the services. These quotes will be given per case. Nothing herein requires COMPANY to provide out-of-scope services requested by Customer. Examples of out-of-scope services include custom modifications or programming, data conversion, and consulting.

5. **HOURLY FEES.** In the event COMPANY agrees, in its sole discretion, to perform out-of-scope services, the following hourly fees shall apply unless otherwise agreed in writing by the parties. These fees are subject to change no more than once per calendar year, with 30 days advance notice to Customer. Travel expenses are payable separately upon completion.

- Technician/Support/Trainer: \$189 per hr, or \$1,400 per day
- ❖ Weekday after-hours rates are calculated at 1½ times the above rates
- ❖ Weekend and holiday rates are calculated at double the above rates
- ❖ Urgent or priority requests are calculated at 1½ times the applicable rate

6. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for the following, at Customer's expense:

- 6.1. providing, maintaining, and supporting the specified Customer Systems required to enable the Licensed Products to function properly, including patches and updates;
- 6.2. the supervision, management, backup, security (including anti-virus and malware protection), and control of all aspects of Customer Systems on which Licensed Systems are installed;
- 6.3. providing remote access to COMPANY to all Licensed Products installed on Customer Systems;
- 6.4. providing COMPANY with full, good faith cooperation, information, and access to Customer personnel as may be required by COMPANY in order to perform the implementation, training, and Support Services;
- 6.5. conducting minor preliminary troubleshooting before reporting an Error (e.g., is the problem happening to all users? did the users try logging out, rebooting, then logging back in? etc.).

Customer's failure or delay in performing any of the foregoing responsibilities shall relieve COMPANY of its obligations hereunder to the extent such failure or delay interferes with COMPANY's performance. For example, if Customer does not perform regular backups of any premise-based Licensed Product in accordance with COMPANY recommendations, the Customer will incur a time and expense charge for restoration of the system. A situation such as this will be given a high priority; however, COMPANY cannot guarantee when a technician will be available to perform the necessary restoration tasks. In addition, COMPANY cannot guarantee restoration to the exact time of the crash but will use commercially reasonable efforts to return the system to the most current data available. For any Licensed Product installed on premise at Customer facilities, COMPANY recommends full system backups at a minimum of once per month, and data backups every day. Additional backup recommendations are provided in the Documentation.

7. **UPDATES.** For so long as Customer is entitled to Support Services, COMPANY will furnish to Customer all Updates and related Documentation, free of charge, when and as available to other of COMPANY's customers. Some software will be optional and require licensing to activate and may therefore carry an additional license fee (e.g., additional modules, new integrations, etc.).



8. EQUIPMENT. Subject to the exclusions in Section 3 (Exclusions from Support Services) and Section 6 (Customer Responsibilities), this Section 9 applies to all Equipment. Equipment upon initial installation or initial delivery and for a period of ninety (90) days thereafter, Equipment will operate as described in the Documentation in all material respects when used by Customer, its Authorized Users and in accordance with the EULA and the instructions in the Documentation..

Customer's sole and exclusive remedy and COMPANY's sole obligation as set forth in this section 8 will be for COMPANY, at COMPANY's option, to undertake reasonable efforts to correct or replace the nonconforming Equipment reported by Customer during the 90-day warranty period for such non-conforming Equipment.

Customer shall be responsible for shipment of defective Equipment to COMPANY for repair/replacement. Customer is encouraged to maintain additional hardware to be on-site as back-up in the event that hardware repair/replacement is necessary.

9. OFFSET FOR PASS-THROUGH WARRANTIES. Notwithstanding anything to the contrary, to the extent legally permissible, COMPANY will pass-through to Customer the benefit of any third-party equipment warranties that are applicable to the Equipment. To the extent that Customer is entitled to receive proceeds from the benefit of such third-party warranties, such proceeds shall offset any liability of COMPANY otherwise owed to Customer arising out of the circumstances giving rise to such warranty claim.

10. PLACE OF PERFORMANCE. All implementation, training, and support services provided by COMPANY hereunder shall be performed remotely from COMPANY's facilities. Upon Customer's request, and subject to availability, COMPANY may elect to furnish qualified personnel for on-site implementation, training or support services to Customer. In such event, COMPANY's travel expenses shall be billable in accordance with the End User License Agreement. For clarity, VSI does not perform on-site services in non-business locations such as the homes of Authorized Use.