

**ERICOM HOSTED SERVICES
SUPPORT SERVICES TERMS AND CONDITIONS**

Technical support for Ericom’s hosted software services (“**Services**”) is provided to Ericom customers (“**Customers**”) in accordance with these Support Services Terms and Conditions (“**Support Terms**”) and the Customer’s master subscription agreement with Ericom (“**Master Subscription Agreement**”).

1. DEFINITIONS

“**Error**” means an identified error in the Service which materially degrades the use of the Service.

“**Fix**” means the remedy for an Error.

“**Support Services**” means the Updates and Telephone/Email support set forth in these Support Terms.

“**Customer’s Support Contact**” means one (1) person (and one (1) backup person) who is knowledgeable in Customer’s use of the Service and Customer’s operating environment and registered and authorized by Customer to communicate with Ericom concerning Support Services.

“**Telephone/Email Support**” means the telephone and e-mail support provided by Ericom (or its designated channel partner) to the Customer’s Support Contact concerning the installation, use and technical problems with the Service.

“**Updates**” means all corrections and new releases of the Service (and all published revisions and corrections to the printed documentation) which are generally made available by Ericom at no additional charge; and excluding any features or or services which Ericom makes available separately.

“**Workaround**” means a change in the procedures followed or data supplied by Customer to avoid an Error without significantly impairing performance of the Service.

2. SUPPORT SERVICES

2.1. Ericom Support Services includes Updates and Telephone/Email Support to Customer’s Support Contact concerning the installation, use and technical problems of the Service.

2.2. Ericom shall use commercially reasonable efforts to: (1) respond to Customer’s Support Contact within four (4) hours, and (2) commence the resolution process set forth below:

Error and Resolution Process

<u>Priority</u>	<u>Error</u>	<u>Resolution Process</u>
1	Error that renders the Service inoperative or causes the Service to fail catastrophically.	Ericom shall promptly assign senior Ericom engineers who will exercise all commercially reasonable efforts on an urgent first priority basis to provide a Workaround or Fix, and to include the Fix for the Error in the next maintenance release.
2	Error that significantly degrades performance of the Service or materially restricts use of the Service but does not rise to the level of a Priority 1 Error.	Ericom shall exercise commercially reasonable efforts to provide a Workaround and to include a Fix for the Error in the next maintenance release.
3	Error that causes only a minor impact on the use of the Service.	Ericom may include a Fix for the Error in the next major release of the Service.

2.3. Customer shall report Priority 1 Errors to Ericom’s technical support line at +1-888-769-7876 Extension: 247 and by e-mail to ca@ericom.com. Priority 2 and 3 Errors may be reported either to the technical support line or by e-mail to ca@ericom.com. Premium Support email: premium-support@ericom.com.

- 2.4. Customer shall include the following information in its initial Error report and update as additional information becomes available:
 - 2.4.1. The name of the Customer;
 - 2.4.2. The serial number of the Service Certificate;
 - 2.4.3. The name, phone number and e-mail address of Customer's Support Contact;
 - 2.4.4. The Service's operating environment;
 - 2.4.5. The nature of the Error, its impact on Customer's business and the Customer's reasonable classification of the Priority of the Error;
 - 2.4.6. Documentation of the Error using the minimal set of steps which exactly reproduces the Error and the resulting output, or the exact sequence of steps that reproduce the Error;
 - 2.4.7. Any available screenshots, and specific error messages;
 - 2.4.8. Any troubleshooting steps already performed by Customer;
 - 2.4.9. Network information (Source IP address, public IP address, trace route and ping information); and
 - 2.4.10. The date and time of the initial Error report.
- 2.5. Telephone/Email Support shall be available during the business hours of the applicable Ericom regional office. Premium Support shall be available 24 hours a day, 7 days a week.
- 2.6. Premium Support and other additional support services are made available at Ericom's additional support rates.
- 2.7. If Customer purchased a subscription to the Service through an Ericom designated channel partner or as part of an OEM channel partner product, then the applicable channel partner may provide certain Support Services in accordance with such channel partner's support terms. Additional details regarding the channel partner's support terms, including the allocation of technical support responsibilities for the Support Services and technical support contact information, are available from the channel partner directly.
- 2.8. If the Customer has been designated as a "Service Provider", Support Services shall be provided solely to the Service Provider Customer, who shall be solely responsible for providing support to its clients and shall not direct any clients to Ericom for Support Services. Ericom shall refer any client service questions to Customer.

3. **EXCLUSIONS**

Ericom shall have no obligation to support:

- 3.1. Altered or modified Service;
- 3.2. Service problems caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Ericom; or
- 3.3. Service which is operating in an environment not supported by Ericom.
- 3.4. Service which is not (a) subject to a valid Master Subscription Agreement; or (b) used in accordance with the Master Subscription Agreement or other terms under which the Service was sold.

Ericom shall have no liability for any updates or upgrades in Customer's operating environment which may be necessary to use Updated versions of the Service.

4. **GENERAL**

Ericom shall not be liable for any failure or delay in performance under these Support Terms due to causes beyond its reasonable control. These Support Terms, together with the Master Subscription Agreement, state the entire agreement regarding Ericom's provision of support services to Customer. Ericom may modify these Support Terms by posting the modifications online and/or providing email notice to Customer. The modifications shall apply to Support Services performed after the effective date of the modifications.

(April 20, 2021)