

Except as expressly set forth below, or as otherwise mutually agreed to by the parties in writing, this Communications Support Agreement, together with the terms and conditions in the applicable Statement of Work (collectively, the "Terms and Conditions"), set forth the terms and conditions pursuant to which Usherwood Office Technology ("Usherwood") will provide Support to Client.

By accepting this agreement, either by click-through acceptance, by physical or electronic signature, or by executing a schedule that references this Agreement, Client agrees to be bound by these Terms and Conditions. Unless otherwise agreed in writing by Usherwood, no other terms and conditions endorsed upon, delivered with or contained in Client's purchase order, or in any other similar document, will amend, or vary the provisions of these Terms and Conditions.

1. Support

The following detailed parameters are the responsibility of Usherwood in the ongoing support of this Agreement (if applicable).

1.1. Scope (Support)

The following remote support is provided with a Support Agreement, subject to Section 2:

Support	Frequency
Email support during normal business hours	As Needed
Phone support during normal business hours	As Needed
Remote assistance via remote access during normal business hours	As Needed

1.2. Scope (Technology)

The following updates are provided with a Support Agreement:

Support Entitlement	Update	Audit
	Frequency	Frequency
Firmware updates on Usherwood provided hardware	As Needed	Quarterly
OS updates on Usherwood provided hardware	As Needed	Quarterly
Application updates on Usherwood provided applications	As Needed	Quarterly
Warranty administration of Usherwood provided hardware	As Needed	Quarterly

1.3. Exclusions

- On-site support.
- Technical support resources for the purpose of moving, modifying, or augmenting existing solution.
- Issues with Client network(s) or infrastructure, Client hardware or issues with third party integrations.
- Any support needs that occur due to failure(s) outside of normal warranty use definition.
- Issues with any part of the solution becoming end of life or vendor failing to acknowledge existing support or licensing agreements.
- Issues that arise from ownership transfer or business changes that will affect licensing or ownership of the solution.
- Any support needs that arise from Client security or devices interfering, blocking, or creating performance issues.
- Additional training that falls outside of the original deployment and Statement of Work.
- Removing, redeploying, warranty deployment or transferring support/licensing the equipment.

1.4. Client Requirements

Payment for all Support costs at the agreed interval.

- Availability of designated representative(s) when resolving a support-related incident or request.
- Provisioning of servers and network infrastructure for the purpose of running Usherwood's solution.
- Access allowing for remote monitoring and support.
- Ability to load remote support client and accept remote support requests for remote support.
- Adequate infrastructure to maintain and support the solution.
- Reasonable assistance to help diagnose problems (log files, access to end-user network if required/desired, etc.).

2. Availability

Standard Support availability is as follows:

Phone Support	Email Support
 8:00 A.M. – 5:00 P.M. EST Monday – Friday 	 8:00 A.M. – 5:00 P.M. EST Monday – Friday
 Call received during non-business hours will 	 Emails received during non-business hours
be forwarded to voicemail and responded to	will be responded to during regular business
during regular business hours.	hours.
o Contact: (800) 724-2119	 Contact: service-request@usherwood.com

2.1. Problem Acknowledgement

Usherwood will log Client issue(s) and supply a trouble-ticket case number based on the standard coverage parameters listed above.

2.2. Problem Resolution

Usherwood will document and attempt to replicate Client issue. Engineering resources to be engaged contingent upon issue severity at Usherwood's sole discretion. Resolution times are dependent on problem severity and complexity.

3. Issue Severity Level Definitions

Severity level indicates the relative impact of an issue on Client systems or business processes that are related only to Usherwood's technology and provided products. Usherwood uses the following severity level definitions to classify all support requests:

Severity 1 (Critical)*

- o A mission critical supported product or service is down, and no workaround is immediately available.
- The supported production system is down or unavailable.
- A crucial supported component is not functioning, resulting in the halt of all operations and critical business impact.

Severity 2 (High)

- An end-user is unable to use an entire critical component or business-critical feature as described in the documentation and the issue affects a significant number of end-users.
- A significant performance degradation of the Client's technical services due to supported components that causes a high impact on business operations for a significant number of end-users.

Severity 3 (Normal/Limited Functionality)

- o Client can use the solution; however, there is a non-critical loss of functionality.
- o Issue affects some, but not all the end users.
- o Functionality of some components is impaired but allows the users to continue using the solution.
- o Issue is not always reproducible, or the issue is intermittent.
- o Issue is reported in a non-production environment and does not impact the delivery of service in production environment.

^{*}Regarding Severity 1 issues, once the issue is stabilized or a workaround is made available, the issue becomes Severity 3 (Normal). Issue should be reproducible at the moment of ticket creation so investigation can be performed right after the issue is reported. If you are unreachable over the phone or email, the severity level can be reduced to 3 (Normal) by the decision of Usherwood support management. Regarding severity 1 & 2 cases, if any help from Usherwood's engineering team is required, it will be provided during Usherwood business hours only.