



# ETHOSIQ, LLC

## Maintenance and Support Terms

12/9/2015  
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**MAINTENANCE AND SUPPORT TERMS**

**CUSTOMER RESPONSIBILITIES FOR MAINTENANCE AND SUPPORT**

Customer shall use commercially reasonable efforts to perform the following tasks with regard to Maintenance and Support:

- Maintain a competent and complete technical understanding of its own technical infrastructure.
- Develop knowledge and understanding of the Licensed Software to be deployed.
- Gather and validate log files, configuration files and operating system crash files in the event of a Licensed Software crash.
- Accurately characterize Licensed Software problems reported and describe their business impact.
- Reasonably describe symptoms of Licensed Software problems.
- Provide background information leading up to Licensed Software problems.
- Describe Customer steps or actions to try and resolve such problems.
- Describe, if applicable, any changes to the Licensed Software environment.
- Submit validated log, configuration and other files to ethosIQ for analysis.
- Provide timely and accurate responses to ethosIQ' requests.
- Provide timely feedback on fixes and recommendations.

**MAINTENANCE AND SUPPORT ESCALATION PROCEDURES**

Maintenance and Support shall be provided as set forth in the Master Software License Agreement. Customer shall provide an accurate description of the problem and the severity of the problem, stating the circumstances that lead to the severity condition. The actual severity level may be re-determined by the parties during the problem resolution process, but ethosIQ shall have the final authority as to the actual designation. ethosIQ shall respond to problems with the Licensed Software based upon the severity of the problem according to the following schedule:

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Severity Level	Criteria	EthosIQ Response Targets	EthosIQ Resolution Targets
<b>Critical</b>	<ul style="list-style-type: none"> <li>Impacts a production/live environment.</li> <li>Causes a severe impact on business operations of end customer (e.g. calls cannot be completed or critical business processes are disabled). Alternatively, causes a severe impact on business operations of a service provider due to the accumulated impact on multiple customers.</li> <li>Continuous or near continuous interruption of service.</li> <li>No workaround available.</li> </ul>	90 Minutes  (Critical severity issues must be reported or followed up via telephone by Customer)	ethosIQ shall use reasonable efforts to continue to work on the problem until such problem is resolved or a workaround is provided.
<b>High</b>	<ul style="list-style-type: none"> <li>Impacts production/live environment or lab environment.</li> <li>In lab environment, causes a serious impact on development activity (e.g. causes integration work to be blocked or delays completion of final system testing).</li> <li>In production/live environment causes a serious impact on business operations of end customer (e.g. call processing altered in such a way as to degrade service quality or handling of business data). Alternatively, causes a serious impact on business operations of a service provider due to the accumulated impact on multiple customers.</li> <li>Intermittent disruption of service.</li> <li>No stable workaround available.</li> </ul>	6 hours	ethosIQ shall use reasonable efforts to resolve the problem or provide a correction or workaround within two (2) business days after receipt of a complete problem description, including the business impact and log/configuration files from Customer. If a Licensed Software fix is required, ethosIQ shall use reasonable efforts to correct the defect in the next Release.
<b>Medium</b>	<ul style="list-style-type: none"> <li>Impacts production/live environment or lab environment.</li> <li>In lab environment, causes a minor impact on development.</li> <li>In production/live environment causes a minor impact on business operations of end customer (e.g. minimal degradation of call processing or handling of call data). Alternatively, causes a minor impact on business operations of a service provider due to the accumulated impact on multiple customers.</li> </ul>	1 business day	ethosIQ shall use reasonable efforts to resolve the problem or provide a workaround within five (5) business days after receipt of a complete problem description, including the business impact and log/configuration files from Customer. If a Licensed Software fix is required, EthosIQ shall use reasonable efforts to correct the defect within the next two subsequent Releases.
<b>Low</b>	<ul style="list-style-type: none"> <li>Impacts production/live environment or lab environment.</li> <li>In lab environment, causes little or no impact on development activity.</li> <li>In production/live environment causes little or no impact on business operations of end customer. Alternatively, causes little or no impact on business operations of a service provider due to the accumulated impact on multiple customers.</li> </ul>	1 business day	EthosIQ shall make reasonable efforts to resolve the problem or provide a workaround within ten (10) business days after receipt of a complete problem description, including the business impact and log/configuration files from Customer.

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In the event ethosIQ requests any software “dumps”, tapes, logs or any other documentation from Customer to resolve a reported problem, such documentation shall be forwarded through electronic means (email or ftp) or by overnight courier by Customer at Customer’s expense, if electronic means are not available. Additional hardware, implementation and training services may be required for implementation of Releases.