

**ERICOM SUPPORT SERVICES  
TERMS AND CONDITIONS**

Technical support for Ericom Software is provided to end user licensees and subscribers (“**End Users**”) in accordance with these Support Services Terms and Conditions (“**Support Terms**”) and the applicable Ericom end user license or subscription agreement with End User (“**End User Agreement**”).

1. **DEFINITIONS**

“**Current Release**” means the then current release of Software for use in a particular Operating Environment.

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

“**Fix**” means the repair or replacement of object or executable code versions of the Software to remedy an Error.

“**Operating Environment**” means a single combination of a hardware and operating system, corresponding to a specific release of Software.

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

“**Technical Support Contact**” means one (1) person (and one (1) backup person) who is knowledgeable in the use of the Software and End User’s Operating Environment and authorized by End User 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 Technical Support Contact concerning the installation, use and technical problems with the Software.

“**Updates**” means all corrections and new releases of the Software and all published revisions and corrections to the printed documentation which are generally made available by Ericom at no additional charge, not including any features or future products which Ericom makes available separately.

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

2. **SUPPORT SERVICES**

2.1. Ericom Support Services includes Updates and Telephone/Email Support to End User’s authorized Technical Support Contact concerning the installation, use and technical problems of the Software.

2.2. Ericom shall use commercially reasonable efforts to: (1) respond to the Technical 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 Software inoperative or causes the Software 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 Software or materially restricts use of the Software 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 Software.	Ericom may include a Fix for the Error in the next major release of the Software.

- 2.3. End User shall report Priority 1 Errors to Ericom's technical support line at [+1-888-769-7876](tel:+1-888-769-7876) Extension: 247 and by e-mail to [ca@ericom.com](mailto: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](mailto:ca@ericom.com). Premium Support email: [premium-support@ericom.com](mailto:premium-support@ericom.com).
- 2.4. The End User's Error report shall include the following information:
  - 2.4.1. The name of the End User;
  - 2.4.2. The serial number of the Software;
  - 2.4.3. The name, phone number and e-mail address of the Technical Support Contact;
  - 2.4.4. The version and release number of the Software;
  - 2.4.5. The Software's Operating Environment;
  - 2.4.6. The nature of the Error and the End User's classification of the Error;
  - 2.4.7. Documentation of the Error using the minimal set of code which exactly reproduces the Error and the resulting output, or the exact sequence of steps that reproduce the Error; and
  - 2.4.8. 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. Ericom shall deliver one (1) copy of each Update to the Technical Support Contact at End User's request. End User shall make one (1) copy of each Update for each copy of the Software.
- 2.8. If End User purchased Licenses or Support Services 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.
- 2.9. If the End User has been designated as a "Service Provider", Support Services shall be provided solely to the Service Provider End User, 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 End User.

### 3. **EXCLUSIONS**

Ericom shall have no obligation to support:

- 3.1. Altered or modified Software;
- 3.2. Software that is not the Current Release or the release immediately preceding the current release;
- 3.3. Software problems caused by End User's negligence, hardware malfunction or other causes beyond the reasonable control of Ericom; or
- 3.4. Software installed in an Operating Environment which is not supported by Ericom.
- 3.5. Software which is not (a) subject to a valid End User Agreement; or (b) used in accordance with the End User Agreement or the commercial terms under which the Software was sold.

Ericom shall have no liability for any updates or upgrades in End User's Operating Environment which may be necessary to use Updated versions of the Software.

### 4. **SUPPORT FEES**

Support Services are included in Limited Term/Subscription Licenses and SaaS Subscriptions, without additional charge.

Support Services for Perpetual Licenses may be purchased from Ericom or an Ericom channel partner for the annual support fee listed in the then current Ericom pricing guidelines, subject to Ericom's end of life policy. End User must purchase and renew Support Services for all Perpetual Licenses of the corresponding

Software. Support Services are made available only for the specific Software, License type, and number of Licenses stated in the applicable License Certificate. Annual Support fees are payable in advance. Support Services fees are exclusive of all taxes (other than taxes based on Ericom's income), which shall be the End User's responsibility. The End User shall send a purchase order to Ericom within thirty (30) days prior to the end of the support term, and payment shall be due within thirty (30) days of receipt of the Ericom invoice. Overdue payments shall bear interest at the rate of eighteen percent (18%) per annum.

5. **TERM AND TERMINATION**

Annual Support is provided for one (1) year from the date of purchase (or as otherwise provided in the applicable License Certificate) and renews automatically for additional one (1) year terms unless terminated by End User or Ericom by giving the other party written notice at least ninety (90) days prior to the end of any such term. Unless otherwise agreed to in writing by Ericom, each one (1) year term shall commence on the anniversary of the previous year.

In the event that the End User fails to make any payment due under the End User Agreement or these Support Terms or End User materially breaches the Support Terms and such nonpayment or breach has not been cured within thirty (30) days of receipt of notice of breach, Ericom may suspend or cancel Support Services.

If Support Services lapse, the End User may not reinstate Support Services without paying the applicable Lapsed Maintenance Fee set forth in Ericom's then current Pricing Guidelines.

6. **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 End User Agreement, state the entire agreement regarding Ericom's provision of Support Services to End User. Ericom may modify these Support Terms by posting the modifications online and/or email notice to End User. End User is advised to regularly check online for the latest version of these Support Terms. The modifications shall apply to Support Services performed after the effective date of the modifications.

**(August 18, 2020)**