

PBXact UC Maintenance and Support Terms of Service

These PBXact UC Maintenance and Support Terms of Service, including the Maintenance and Support Order Form which by this reference is incorporated herein (these “**Terms**”), is a binding agreement between SANGOMA US INC. (“**Licensor**”) and the person or entity identified on the Maintenance and Support Order Form as the purchaser of Support Services (“**Licensee**”).

These Terms are governed by, and made a part of, the PBXact UC End User License Agreement (the “**Agreement**”) that governs the Software that the Support Services apply to. If there is any conflict between these Terms and the Agreement, the Agreement will be controlling.

1. DEFINITIONS

Capitalized terms not otherwise defined in these Terms shall be as defined in the Agreement.

For purposes of these Terms, the following terms have the following meanings:

“**Maintenance and Support Order Form**” means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee’s purchase of Support Services.

“**Support Services**” means maintenance and support services for certain Software. (Support Services are also commonly known as Peace of Mind Packages, or “POMPs.”)

2. TERM AND TERMINATION

2.1 **Term.** These Terms shall remain in effect for the term set forth on the Maintenance and Support Order Form, until earlier terminated as set forth herein.

2.2 **Renewal.** If Support Services are renewed, they will be subject to Licensor’s then-current version of the PBXact UC Maintenance and Support Terms of Service.

2.3 **Termination.** If the Agreement is terminated, then these Terms will also terminate.

3. SERVICE COVERAGE

3.1 **Updates.** Licensor shall make available to Licensee the standard Updates released for the Software, and Licensee is responsible for implementing those Updates. Licensee may spend support credits to have Licensor assist with implementing Updates.

3.2 **Transferability.** Support Services are connected to a particular Software deployment, and cannot be transferred to another deployment.

3.3 **Remote System Access.** Licensor provides remote support by connecting to the Software via an SSH protocol on port 22. To receive Support Services from Licensor, Licensee must allow access through its firewall to port 22 pointing to the IP address of the Software.

3.4 **Support Services.** Licensor shall provide Licensee with support services from 9:00am - 5:00pm Central Time, Monday through Friday (excluding holidays, as determined in Licensor’s discretion).

3.5 **Software Bugs.** Licensor shall provide Licensee with unlimited support for assistance in reporting and resolving bugs in the Software. If Licensee opens a support ticket reporting a bug, and it is determined that the issue is not a bug, but is rather a misunderstanding or misconfiguration issue, Licensee must cover the used support time with support credits. If Licensee has insufficient credits, it must purchase sufficient additional credits to cover the support time, or Licensor may charge such time directly to Licensee’s account.

3.6 **24/7 System Outage Support for Platinum.** For platinum-level Support Services, Licensor shall provide a 24/7 emergency response system if Licensee experiences a complete outage of the Software in which no phone calls can be sent or received. This response system will allow Licensee to leave a message with Licensor, after which Licensor’s on-call technician will respond back to the call.

3.7 **Support Credits.** Licensor uses a “support credit” system to provide Support Services. Licensee may purchase support credits from Licensor, then redeem those support credits to use the Support Services.

3.8 **Support Service Level Agreement.** Licensor shall provide support-related Support Services in accordance with these standards:

<i>Level</i>	<i>Severity</i>	<i>Description</i>	<i>Response Time</i>
Gold	Critical	The Software is not functioning at all for Licensee.	Within 4 business hours.
	Moderate	The Software is not functioning for a single employee of Licensee.	Within 8 business hours.
	Normal	Basic configuration concerns that impact productivity but do not prohibit communication.	Within 3 business days.
Platinum	Critical	The Software is not functioning at all for Licensee.	Within 2 hours, 24/7.
	Moderate	The Software is not functioning for a single employee of Licensee.	Within 4 business hours.
	Normal	Basic configuration concerns that impact productivity but do not prohibit communication.	Within 3 business days.