



## NVOQ SUPPORT SERVICES AND PRODUCTION USE LICENSES

THESE MAINTENANCE AND SUPPORT SERVICES TERMS set forth certain maintenance and support services ("Maintenance and Support Services") to be performed by nVoq, the fees and expenses to be paid by You to nVoq in exchange for such Maintenance and Support Services set forth in an Order, and certain other rights and obligations in connection therewith.

### 1. SUPPORT SERVICES.

**1.1 Support by nVoq.** nVoq shall not have any responsibility for support of any software other than the nVoq Technology.

**1.2 Support Services.** nVoq shall use commercially reasonable efforts to provide to You the following services for the current software release and n-1 release (the "Support Services"):

(a) **Availability of Support.** nVoq will use commercially reasonable efforts to provide the Support Hotline services and Email Support (as those terms are defined below) to be provided by nVoq for the applicable Supported Software.

Availability of Support Hotline: Monday-Friday (excluding holidays): 8:30 a.m. - 5:30 p.m. (Mountain Time)

Availability of Email Support: Monday-Friday (excluding holidays): 8:30 a.m. - 5:30 p.m. (Mountain Time)

(b) **Support Hotline.** Subject to the terms of the Agreement, nVoq shall provide technical support to You via telephone helpline (the "Support Hotline"), according to the Error Remediation Process set forth in Section 2 below, during the hours indicated for the Support Hotline above.

(c) **Email Support.** Subject to the terms of the Agreement, nVoq shall provide technical support to You via email ("Email Support"), according to the Error Remediation Process set forth in Section 2 below, during the hours indicated for Email Support above.

(d) **Additional Support.** Any and all additional support-related assistance provided by nVoq to You beyond the Support Hotline and Email Support, including, but not limited to, support for releases prior to n-1 from the current release, custom programming, data conversion, and consulting shall be charged at nVoq's then-current time and material rates.

### 2. ERROR REMEDIATION PROCESS.

**2.1 Duty to Remediate.** Upon notice from You of a Severity 1 Error (as defined below); nVoq shall assign a support analyst to such Error ("Support Analyst"). The Support Analyst will serve as nVoq's primary contact with You for such Error and will be responsible for the remediation of such Error as set forth in this Exhibit (the "Error Remediation Process"). nVoq shall use commercially reasonable efforts, during the hours of availability for the Support Service, to remedy any reproducible Error in the Supported Software reported by You. You shall be responsible for implementing any correction for such Error supplied by nVoq.

**2.2 Errors.** "Error" means a material failure of the Supported Software to conform to its functional specifications as described in the applicable Documentation, which failure is demonstrable in the environment for which the Supported Software was designed and causes it to be inoperable, to operate improperly in the environment for which it was designed or produces results different from those described in the applicable Documentation. The specific Severity Levels are set forth below. Any failure resulting from Your (or other user's) negligence or use of the Supported Software not in accordance with the Documentation, breach by You of the Agreement, modifications or damages to the Supported Software by anyone other than nVoq, and Your use of the Supported Software on a platform or with an operating system other than the Authorized System or in combination with any Third-Party software not provided by nVoq, shall not be considered an Error for which nVoq shall be responsible for any corrective efforts.

**2.3 Severity Levels.** Upon notice from You of an Error, nVoq shall, in its sole discretion, classify such Error according to the following Severity Levels and use commercially reasonable efforts to remedy such Error as set forth herein.

(a) **Severity 1.** nVoq Platform not operational. User is unable to proceed without a fix to the problem or a work-around solution provided by nVoq. Severity 1 Errors reported to nVoq via the customer support line or email will be assigned to a Support Analyst. nVoq will provide initial response within Four (4) hours of receipt of notification. nVoq will identify the plan to seek resolution and will provide regular status updates to You.

(b) **Severity 2.** nVoq Platform degraded but still operational. A workaround exists which allows the system to function at a degraded level. Severity 2 Errors reported to nVoq via the customer support line or email will be assigned to a Support

Analyst. nVoq will provide initial response within eight (8) hours of receipt of notification. After the initial contact, nVoq will provide regular status updates to You.

**(c) Severity 3.** A "Severity 3" Error is a minor problem where the software or documentation contains incorrect logic, incorrect descriptions, or functional problems which the user is able to work around, or where a temporary fix has been implemented (fully functional but needs improvement).

**(d) Severity 4.** A "Severity 4" Error is a cosmetic minor flaw or a suggestion for an enhancement to or question about the product. There is little or no impact on User's or normal business operations.

**2.4 Current Versions.** nVoq's obligations hereunder shall apply only to the most current version of the nVoq Solution made available to You.

### **3. MAINTENANCE SERVICES.**

**3.1 Maintenance Releases.** Subject to the terms of the Agreement, including, without limitation, the payment of all Maintenance and Support Fees due under Section 6 of the Agreement, during the Term of the Agreement, nVoq shall provide to You all error corrections, bug fixes, Updates and other maintenance releases of the nVoq Solution as nVoq may make generally available to other users of the nVoq Solution (collectively "Releases") on a when-and-if-available basis. nVoq shall provide Documentation for Releases at its sole discretion. You acknowledge and agree that nVoq is under no obligation to release any Releases, except for error corrections, bug fixes and maintenance releases in accordance with its obligations under this Maintenance and Support Agreement, to the nVoq Solution and that nVoq is under no obligation to modify the nVoq Solution to operate on any updated versions of operating systems or platforms.

**3.2 New Products.** nVoq reserves the right to define any addition of a major element to the nVoq Solution as a new product ("New Product") and not a Release. Any such New Product shall not be provided to You under this Agreement or these Maintenance and Support Services Terms and shall only be made available to You under a separate and mutually agreed to and executed Licensing Agreement or other similar written agreement.

#### **3.3 Use of Releases.**

**(a) Installation.** You or Your agent will install new Releases received of the nVoq Solution from nVoq.

**(b) Terms of Use.** Releases, and any work product or code which is created in the course of providing the Maintenance and Support Services under this Agreement, shall become part of the nVoq Solution and shall be licensed to You subject to the terms and conditions applicable to the nVoq Solution as set forth in the Agreement, including all restrictions placed thereon.

**3.4 EXCLUSIONS FROM MAINTENANCE AND SUPPORT.** nVoq's obligation to provide Maintenance and Support Services shall continue only in accordance with the terms and conditions set forth in the Agreement, only so long as You maintain the current installed version of the nVoq Solution, without modification by any party other than nVoq (unless otherwise agreed by the parties), and only so long as the equipment on which the nVoq Solution is configured as specified in the Documentation or as otherwise specified by nVoq. nVoq is not required to provide any Maintenance and Support Services relating to problems arising out of: (1) changes to the operating system or environment which adversely affect the nVoq Solution and are not approved by nVoq; (2) use of the nVoq Solution in a manner not specified in the Documentation or otherwise agreed by the parties; (3) accident, negligence, or misuse of the nVoq Solution; or (4) alterations or modifications to the nVoq Solution by anyone other than nVoq unless otherwise agreed by the parties.

**3.5 YOUR RESPONSIBILITIES.** You are responsible for integration and installation of all Releases as set forth herein. You are exclusively responsible for the supervision, management, backup, security, and control of all aspects of Your information technology systems. You shall provide nVoq with full, good faith cooperation and such information as may be required by nVoq in order to perform the Maintenance and Support Services, and You shall provide nVoq with: (1) specific detailed information concerning Your use of the nVoq Solution as may be required for the performance of the support and maintenance services; and (2) all necessary computer services information and access to key personnel needed to provide the support and maintenance. If You fail or delay in Your performance of any of the foregoing responsibilities, nVoq shall be relieved of its obligations hereunder to the extent Your failure to meet such obligations prevents nVoq's performance.