

Eleveo Maintenance Agreement

(hereinafter “EMA”)

Version 2.2 – Issued January 2023

1. In this EMA the definition “**Eleveo**” means Eleveo a.s., Id. No. 257 30 151, with official seat at Karolinská 650/1, Prague 8, the Czech Republic, a company registered and existing under the Laws of the Czech Republic, however in case the license agreement regarding the Software is concluded when you reside in the United States, Canada, Mexico or any state located in the Central or South America, then “**Eleveo**” means Eleveo Inc., with official seat at 810 Crescent Centre Dr., Ste 220 Franklin, TN 37067 USA.
2. This document describes the terms and conditions under which Eleveo provides support and maintenance for Software, lawfully obtained from Eleveo, its authorized distributors or resellers.

Article I.

Recitals & Definitions

1. Eleveo is the owner of Eleveo Software products (hereinafter the “**Software**”) and it and its subsidiaries are exclusively authorized to provide licenses for the Software. The term “**Software**” means all software products Eleveo offers, as specified on the Eleveo corporate website at www.eleveo.com in more details.
2. Further definitions read as follows:
 - a) The term “**EULA**” means the Eleveo End User License Agreement.
 - b) The term “**Eleveo Portal**” means a website access to which is enabled to channel partners of Eleveo and which contains relevant information and documentation.
 - c) Business Hours are from 9:00 a. m. to 6:00 p. m. local time of the assigned Support Center (the “**Business Hours**”).
 - d) The term “**Documentation**” has the meaning given to such term in Terms and Conditions attached to offer made by Eleveo and accepted by Purchase Order placed by End User.
 - e) The term “**End User**” means an entity or person that has lawfully obtained Eleveo Product license from Eleveo or its authorized distributors, for such entity's or person's own internal business purposes.
 - f) The term “**Error**” means any reproducible failure of the Supported Software, when used in accordance with the Documentation, to operate substantially in accordance with the Documentation.
 - g) The term “**Hotfix**” means a specific fix for urgent situation. Hotfixes are developed as necessary and quality-assurance testing is minimal to achieve rapid turnaround. Hotfixes involve increased risk to customers because of reduced quality-assurance testing and therefore we do not guarantee that the application of such hotfix will not have any impact on product performance or stability. All hotfixes are included in the next scheduled release (whether the release is a minor or major release) and are fully tested for performance and stability.
 - h) The term “**Incident**” means a state of the Supported Software when it is not functioning in accordance with its intended purpose. Incident is considered to be resolved once a workaround is applied that allows usage of the Supported Software although the full functionality of the product is not available unhindered.
 - i) The term “**Problem**” means an Error that is the cause of one major or of several repeated Incidents which disables or restricts usage of the Supported Software. Problem is considered to

be resolved once a root cause is found. A root cause elimination is not part of Problem, and can be handled via a new Change or Service Request.

- j) The term “**Change**” means the extension, modification or removal of an approved Support request. End User must specify the Change in detail to enable Eleveo to provide a final estimate of the labor necessary to deliver the requested Change.
- k) The term “**Maintenance**” has the meaning given to such term in Article XI. below.
- l) The term “**Major Release**” means a new version of the Eleveo Product that includes substantive features or functions not performed by the prior release of the Eleveo Product. By way of example only, in releases designated “X.Y.Z,” releases designated with a new “X” contain new substantive features or functionality, and hence, are considered Major Releases.
- m) The term “**Minor Release**” means a bug fix or maintenance release (often referred to as “dot releases”) to the Eleveo Product that are made commercially available by Eleveo, but does not include substantive features or functions not performed by the prior release of the Eleveo Product. By way of example only, in releases designated “X.Y.Z,” releases designated with a new .Y or .Z are bug fixes or maintenance releases (or “dot releases”), and hence, are considered Minor Releases.
- n) The term “**Release**” means a Major Release or Minor Release. No alpha or beta or non-production versions will be considered Releases.
- o) The term “**Service Request**” means a request for Support involving administrative tasks and/or troubleshooting issues, including but not limited to, creating a new user account, setting user rights, adding a user to a group, making bulk changes in data structure, and answering questions about reports’ content and password reset issues.
- p) The term “**Subscription Services**” means a software licensing and delivery model in which Software is licensed on a subscription basis.
- q) The term “**Support**” means the Support described in Article III., Section 3.
- r) The term “**Support and Maintenance Fees**” means the monthly or annual fees for the different Maintenance Packages that the End User is required to pay for obtaining the Support and Maintenance described in this Policy under particular Maintenance Package.
- s) The term “**Support Period**” means the period for which End User has paid for Maintenance Package or for Subscription Services.
- t) The term “**Maintenance Package**” means the Maintenance Package described in Article III. Section 2, applicable only for perpetual licensing model.
- u) The term “**Supported Software**” means the current version of the Eleveo Product and the immediately preceding major Release thereof according to published Eleveo Product Lifecycle

Article II. Scope and Coverage

1. During the applicable support period, set forth on a written purchase order for Maintenance (Support Period), Eleveo shall provide to End User Support and Maintenance for the Supported Software in accordance with Maintenance Package for which End User has paid the Support and Maintenance Fee and under the condition that End User complied with this Policy or in case of Subscription Services, no Maintenance Packages apply and End User is provided with Standard support, unless agreed otherwise. Support will continue for Support Period, commencing from the date
 - a) the purchase order is accepted by Eleveo, or
 - b) End User activates their Cisco Solutions Plus order, or
 - c) if End User has renewed Maintenance or Subscription Services, the next day following expiration of End User’s then-current Support Period, as applicable, unless otherwise specified by Eleveo in writing.

2. Eleveo is not responsible for issues relating to
 - a) the availability and operations of any hardware in use;
 - b) availability and operations of any third-party software;
 - c) network connectivity; and
 - d) bandwidth between components of supplied Product and/or integrated third party components.

Article III. Support

1. Eleveo will use commercially reasonable efforts to provide Support remotely, over the internet through VPN access, Cisco Webex, or remote screen-sharing program as agreed to between the parties to End User's system for the Supported Software in accordance with the Maintenance Package purchased by End User. With each Maintenance Package purchased by End User, End User will have access to Eleveo Portal. Eleveo will provide Support for the specific region End User is located during Business hours.

2. Maintenance Package

Area	Standard
Remote Support	<ul style="list-style-type: none"> • 24/7 phone support on P1 issues • Same day response on others during business days • HW issues troubleshooting • Technology platform troubleshooting
Administration Tasks	<ul style="list-style-type: none"> • Linux configuration changes • Storage provisioning in Linux • Eleveo QM Suite configuration changes
Updates	<ul style="list-style-type: none"> • Access to patches • Access to Major Versions
Additional	<ul style="list-style-type: none"> • Possibility to order a system health check

3. Eleveo Maintenance Description

Eleveo remote support

- By phone (24/7 response on P1 Critical issues), e-mail or using support portal with Next Business Day response time
- Incident handling for Eleveo QM Suite
- Telephony platform troubleshooting for areas related to recording
 - Cisco UCM in following areas

- Recording profiles
- SIP trunks
- Device setup for recording
- Device firmware and model compatibility
- Application users for recording and its roles
- Route patterns and regions
- CSS setup for ensuring Devices can reach SIP trunks
- HW issues troubleshooting:
 - Disk drive speed
 - Network cards

System administration tasks

- Linux system configuration
 - Time zone data updates
 - Networking reconfiguration
- Storage provisioning in Linux
 - Connecting of SAN, NAS, iSCSI arrays
 - Multipath configuration in Linux
 - Disk partitioning, LVM management
- Eleveo suite configuration
 - IP address changes
 - QM modules redistribution
 - Memory tuning

Additional

- Updates – access to software patches, updates and fixes
- Major new versions – access to all available new versions of the SW (within the scope of purchased licenses)

On top of new features that are available in both minor and major versions, Eleveo is providing compatibility updates to address new features and devices that vendors such as Cisco & Genesys deliver:

- Continuous support for new versions of supported soft switches
- Support for new devices – IP Phones & gateways with new firmware and services
- Support for new versions of call center platforms (contact center integration modules)

Article III.

Support and Maintenance Exclusions

1. Services and tasks not covered under EMA:
 - a) Installation services
 - b) Any upgrades services.
 - c) Any configuration updates or data migration related to moves, ads, changes or deletions with customer provider equipment including but not limited to recorded devices, virtualization environment
 - d) Any performance issue related to unsupported hardware configuration.
 - e) User and administration training
 - f) Tasks related to data manipulation.
 - g) Any tasks on Platform Troubleshooting not specifically mentioned in what Maintenance Includes.
2. Such services can be ordered from Eleveo on per case basis or covered by individual service contract.

Article IV.

Operating system and database security updates

1. Eleveo Products are distributed with an underlying OS (for example, CentOS) and database (for example, PostgreSQL), “as is”.
2. Customers are able to regularly patch the OS and the application themselves using the ISO and automatic upgrade script released by Eleveo via the Portal at regular intervals. *This upgrades the OS and the application at the same time.* Following this more automated process it is not possible to upgrade only the OS or only the application.
3. Only packages distributed on the Eleveo ISO are tested and supported.
4. Eleveo charges an extra fee for applying security patches unless End User purchased individual service contract.

Article V.

Service Level Agreements & 24/7 Support

1. Maintenance programs can be upgraded to individual requirements and additional services supplied through an extended service agreement or SLA (Service Level Agreement) contract (for example full 24/7 service, guaranteed response and resolution times etc.). These contracts are negotiated based on End User requirements to match their exact needs.
2. For more information about maintenance and additional support options please contact your Eleveo Sales Manager or send an inquiry to the contacts listed below in Article VIII.
3. Service Level Targets for Support Maintenance Package are specified in Annex No. 1.

Article VII.

End User Assistance

1. End User shall provide all the necessary support to resolve the Problem or Incident, including but not limited to
 - a) identify, document and report each Problem or Incident with the Eleveo Product necessitating Support and, if requested by Eleveo, supply Eleveo with such documentation;
 - b) provide Eleveo representative samples of any designated system or other related device(s) with which the Eleveo Product is being used by End User and is giving rise to the Problem or Incident;
 - c) provide reasonable assistance necessary to demonstrate and allow Eleveo to diagnose the Problem or Incident;
 - d) execute reasonable diagnostic routines in accordance with instructions provided by Eleveo and inform Eleveo of the results of such tests;
 - e) provide Eleveo with full access to the Eleveo Product for diagnostic and service purposes, including remote access (such as VPN access); and
 - f) implement each update or other solution to such Problem or Incident provided by Eleveo.

Article VIII.

Contacts and Feedback

1. End User may provide feedback through Eleveo Support Central expressing End User’s satisfaction or dissatisfaction with the performance of the provided Support or the Eleveo Product, including without limitation, any flaws, error, bugs, anomalies, problems with and/or suggestions for the Eleveo Product, provided to Eleveo by End User or any of their respective users (collectively “Feedback”). Feedback is used to monitor the quality of rendered services and Eleveo is under no obligation to respond to and/or implement any suggested changes in Feedback provided by End User. Any and all Feedback is hereby unconditionally and irrevocably assigned by End User to Eleveo, including any and all worldwide intellectual property rights relating thereto.

2. US Support Center for USA (Nashville, TN)

phone: +1 888 939 4291
e-mail: ushelpdesk@eleveo.com
web: <https://portal.eleveo.com>

EU Support Center for the rest of the world (Prague, Czech Republic)

phone: +420 222 554 112
e-mail: helpdesk@eleveo.com
web: <https://portal.eleveo.com>

Article IX.

Out-of-Scope Incidents and Problems

1. If End User requests and Eleveo agrees to provide technical assistance or support for a malfunction caused by an Exclusion or any malfunction that is not related to or caused by the Eleveo Product (collectively, “**Out-of-Scope Incidents and Problems**”), End User acknowledges and agrees that Eleveo may charge End User for all man-hours at its then-current time and material rates.

Article X.

Change in Eleveo Product Seat Licenses

1. If End User purchases or renews Support for fewer than the number of Eleveo Product seat licenses purchased by End User for End User's previous Support Term, prior to making available any Minor Release or Major Release to End User during the then-current Support Term, Eleveo shall issue End User a new license key file (“**License Key File**”) for the number of Eleveo Product seat licenses for which End User has purchased or renewed Support. End User shall have thirty (30) days to activate the License Key File from Eleveo delivery of such License Key File to End User, upon which End User's previous license keys shall be deemed expired and End User shall no longer access or use any Eleveo Product using such expired license keys. If End User does not activate the new License Key File within the thirty (30) day period set forth above, Eleveo may, at its option
 - a) terminate Support and Maintenance to End User, without further obligation or liability to End User and without any obligation to refund the Support and Maintenance Fees paid to Eleveo for the applicable Support Term, or
 - b) subject to End User's immediate payment for all applicable fees and charges due and payable to Eleveo for Support provided to End User during the applicable Support Term based on the number of End User's existing license keys, continue providing Support and Maintenance to End User.

Article XI.

Maintenance

1. If End User has purchased Standard Support, Eleveo will make available to End User (Subject to Article X. above) Minor Releases and Major Releases as and when such Minor Releases and Major Releases are made available by Eleveo (“**Maintenance**”). Any service not specifically included in the Maintenance Package purchased by End User, including, but not limited to, Exclusions or any other professional services will not be provided; however, Eleveo may, in its sole discretion, agree to provide such services at its then-current time and material rates.

Article XII.

Exclusions

1. End User acknowledges and agrees that Support and Maintenance will not be provided for:
 - a) any Eleveo Product which has been altered or modified by anyone other than by Eleveo;
 - b) any use of the Eleveo Product not in accordance with the license expressly granted to the End User or the Eleveo Documentation (including, without limitation, installation of the Eleveo



Product on third party software or hardware not conforming to the operating environment specified in the Eleveo Documentation) or use of the Eleveo Product on a system other than the designated system for which the Eleveo Product was licensed;

- c) if End User fails to install and implement the most recent Release of the Eleveo Product made available to it by Eleveo; or
- d) if End User's system or the Eleveo Product does not conform to the Release level necessary to support the Eleveo Product

(each of clauses (a) through (d) of this Section, an “**Exclusion**”).

2. In addition, Eleveo may limit or terminate Support and Maintenance if End User uses the Support and Maintenance in an improper, abusive, or fraudulent manner, as determined by Eleveo in its reasonable discretion. Examples of such use include a high number of calls that concern previously resolved Problems or Incidents, repeated requests for Support for questions to which the answer is readily found in the Eleveo Documentation and any inquiries or requests relating to issues that are not related to Support. In the event an Exclusion prevents Eleveo performance of Support or End User otherwise fails to comply with its obligations under this Policy, or End User breaches the EULA, Eleveo will be under no obligation to refund the Support and Maintenance Fees paid to Eleveo for the purchased Maintenance Package.

Article XIII. Disclaimer

THE ELEVEO PRODUCT, Eleveo DOCUMENTATION, AND ANY SERVICES OR OTHER MATERIALS PROVIDED BY Eleveo HEREUNDER ARE PROVIDED ON AN “AS IS” BASIS. Eleveo DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES RELATING TO THE ELEVEO PRODUCT AND ANY SERVICES OR OTHER MATERIALS, INCLUDING ANY RECOMMENDATIONS PROVIDED BY Eleveo, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Eleveo DOES NOT WARRANT THAT THE USE OF THE ELEVEO PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ELEVEO PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Annex No. 1 Service Level Targets for Support Maintenance Package

Severity Level	Live/LAB	Processed	Criteria	Response Time	Restoration or resolution target	Defect Correction
P1 - Critical	Live	24x7	<ul style="list-style-type: none"> 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 Continuous or near continuous interruption of service 	4 hours (Issues must be reported by telephone)	<ul style="list-style-type: none"> Eleveo shall use all reasonable efforts to continue to work on the problem until a workaround is provided. For issues that do not require a defect to be corrected, Eleveo resolution target is 24 hours in 80% of all cases 	<ul style="list-style-type: none"> If a licensed software fix is required and there is a specific request to do so, Eleveo shall use reasonable efforts to correct the defect in a Hot Fix release. Without a specific request for a Hot Fix, Eleveo shall use reasonable efforts to correct the defect in the next Release. Please note that a Hot Fix release is not subjected to a complete QA cycle. Once the defect is incorporated into a subsequent Release, the Hot Fix release must be replaced by the Release.

Severity Level	Live/LAB	Processed	Criteria	Response Time	Restoration or resolution target	Defect Correction
P2 - High	Live	Business hours	<ul style="list-style-type: none"> 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. Intermittent disruption of service 	9 hours	<ul style="list-style-type: none"> On receipt of a complete problem description, including the business impact and log/configuration files, Eleveo shall use reasonable efforts to neutralize the problem or provide a workaround. For issues that do not require a defect to be corrected, Eleveo resolution target is 2 Business Days in 80% of all cases 	<ul style="list-style-type: none"> Eleveo does not commit to producing Hot Fix requests for High severity issues. Exceptions will require the engagement of Professional Services and Support Management and a solid justification and business case. If a licensed software fix is required, Eleveo shall use reasonable efforts to correct the defect within the next Release
P3 - Medium	Live/LAB	Business hours	<ul style="list-style-type: none"> In lab environment, causes a minor impact on development 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). 	1 Business Day	<ul style="list-style-type: none"> On receipt of a complete problem description, including the business impact and log/configuration files, Eleveo shall use reasonable efforts to neutralize the problem or provide a workaround. For issues that do not require a defect to be 	<ul style="list-style-type: none"> Eleveo shall not produce Hot Fix requests for Medium severity issues. If a licensed software fix is required, Eleveo shall use reasonable efforts to correct the defect within a future Release

Severity Level	Live/LAB	Processed	Criteria	Response Time	Restoration or resolution target	Defect Correction
			Alternatively, causes a minor impact on business operations of a service provider due to the accumulated impact on multiple customers		corrected, Eleveo resolution target is 5 Business Days in 80% of all cases	
P4 - Low	Live/LAB	Business hours	<ul style="list-style-type: none"> In lab environment, causes little or no impact on development activity In production/live environment causes little or no impact on business operations of end user. Alternatively, causes little or no impact on business operations of a service provider due to the accumulated impact on multiple customers 	1 Business Day	<ul style="list-style-type: none"> On receipt of a complete problem description, including the business impact and log/configuration files, Eleveo shall use reasonable efforts to neutralize the problem or provide a workaround. For issues that do not require a defect to be corrected, Eleveo resolution target is 10 Business Days in 80% of all cases 	<ul style="list-style-type: none"> Eleveo shall not produce Hot Fix requests for Low severity issues. Eleveo may not commit to correcting Low severity defects in future Releases.