



**MAINTENANCE AND SUPPORT
TERMS AND CONDITIONS**

This agreement (the "Agreement") describes your rights concerning maintenance and support of the Web conferencing service and/or software (versions 10.x and thereafter) (the "Product"). The Product is being provided by iLinc Communications, Inc., a Delaware corporation ("iLinc") (together with our authorized agents, resellers and distributors) to the person or entity (the "Customer") who is identified on the order form (the "Order Form"), together with the individuals who are authorized by Customer to access the Product (the "End Users"). The Product and the obligation arising under this Agreement are provided to the Customer (and its authorized End Users) on the condition that their use abides at all times by the terms and conditions of the Terms and Conditions associated with the Product and the terms of this Agreement.

1. Updates and Enhancements. iLinc will make such software and service changes to the Product as iLinc determines, from time to time, are in the best interest of Customer and End Users to correct known defects in the Product (an "Update") and to improve features and functionality of the Product ("Enhancements"). iLinc will make these Updates and Enhancements generally available to all its customers as soon as possible after enhancements are available for use. Provided that Customer has either an active subscription service or maintenance agreement, iLinc will also offer to Customer any new release ("New Releases") of the Product at no charge to subscriber. All subscription customers will automatically receive any Updates, Enhancements and New Releases without request and as scheduled by iLinc. Subsequent to the distribution of any New Release, iLinc will provide continued maintenance services to Customer concerning prior versions of the product, but only so long as Customer's version is within one version number of the most current version available. Customers who purchase and deploy iLinc Installed Edition, and who have maintained a current maintenance agreement, are entitled to all Updates, Enhancements and Releases. Customer is at all times responsible for installation of any such Updates, Enhancements and Releases on Customer's servers and networks. Professional assistance from iLinc, with compensation on an hourly basis, is available to assist Customer with that installation upon request.

2. Maintenance Activities. For Customers using the Product on a hosted basis (i.e., subscription customers or customers using iLinc's hosting services), iLinc provides a standard "Maintenance Window" on Saturdays between the hours of 9:00PM - 2:00AM U.S. Eastern Time. During this Maintenance Window, iLinc may perform standard maintenance activities and/or implement Updates, Enhancements or Releases. In the event that there is a need to perform maintenance on iLinc's hosted systems outside iLinc's Maintenance Window, iLinc will endeavor to notify Customer of those maintenance activities by providing at least 48 hours advance notice, or such lesser notice periods as may be commercially practicable.

3. Support Services. iLinc will provide the level of support identified in the matrix below based upon the support package acquired by Customer in consideration for the fees identified on the Order Form. Support Packages are as follows:

Service Packages	Hours of Coverage
Standard Support	8:00 a.m. to 8:00 p.m., Eastern Time, Monday to Friday, fifty-two weeks per year (12 x 5 x 52) <u>excluding iLinc holidays.</u>
Premium Support	Twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24 x 7 x 52).

iLinc will provide the support services described below (the "Support Services") to Customer depending upon the support package chosen by Customer on the Order Form. iLinc's Support Services will be provided by telephone, by submitting a support ticket on iLinc's website, or through iLinc's Customer Portal during the times of Monday through Friday from 8:00 a.m. to 8:00 p.m. (unless Premium Service Package is purchased), U.S. Eastern Time (excluding iLinc's holidays) to answer general questions about the functionality of the Product and for the reporting and providing resolution of all of problems. Submitting a support ticket on iLinc's website or through the Customer Portal is available twenty-four hours a day. iLinc will respond to all inquiries from Customer before the close of the next business day. iLinc will work with Customer and will reach a solution for each question or reported problem within twenty-four (24) hours of reporting of the question or problem. Customer shall designate a system contact who shall be responsible for maintaining the integrity of the Product and who acts as the intermediary between iLinc and Customer's End Users. Customer support telephone numbers will be made available to those Customers acquiring Premium Support packages and may be based upon a toll or toll-free service. iLinc will have no obligation to provide training as a part of the support services, and iLinc will have no obligation to provide any support for any software or hardware not sold by iLinc to Customer.

4. Problem Resolution, Service Levels and Response Actions. Any error or problem that arises during the use or operation of the software or service should be immediately reported to iLinc. The iLinc support help desk will take action on reported issues when iLinc receives notification of an issue which needs resolution. Should the following types of problems arise, upon communication of the issue to iLinc, our support engineers will be expected to resolve the problem on the indicated timetable as follows:

Severity Level	Problem	Availability	Response Actions
		<u>Response Time</u>	<u>Resolution Time</u>
Severity Level One	<p><u>Routine Questions or Minimal Impact Problems</u> that do not affect product operations, questions regarding the use of the product, or clarification of product features. (e.g. an infrequently used utility occasionally gives misleading results; or a problem has occurred once but has not yet reoccurred again and cannot be reproduced; or a problem occurs once but can be circumvented without undue difficulty.)</p> <p>Severity 1 Issues include: How-to questions, help understanding the tool palette, help getting into meetings or help with functionality.</p>	Acknowledgement of request within one (1) business day	Resolution by earlier of next five (5) business days after receipt of request or error report; or in next release of product or patch
Severity Level Two	<p><u>Limited Non-Critical Problems</u> that occur with the product but the majority of functions are still usable: e.g. the production system is occasionally impacted (less than once a week); or a specific development area is impacted; or a problem occurs when a specific facility or function is invoked.</p> <p>Severity 2 Issues include: Double-characters in meeting chat, difficulty or inability to save presentation as .ATA file, or video not recognizing cameras.</p>	Acknowledgement of request within four (4) hours	Resolution by earlier of next two (2) business days after receipt of request or error report; or in next release of product or patch
Severity Level Three	<p><u>Limited Critical Problems</u> that restrict functionality: e.g. the product operates but is severely restricted; the production system is regularly disrupted (i.e. 2 or 3 times per week); or the development system is seriously impacted.</p> <p>Severity 3 Issues include: Customer unable to share a specific application due to fundamental software conflict, severe network latency that is sporadic in nature, DNS resolution issues that make the site appear to be unreachable.</p>	Acknowledgement within one (1) hour	Resolution within twenty four (24) hours of receipt of request or error report
Severity Level Four	<p><u>Critical Problems</u> that require immediate attention and circumvention is not available: e.g. The production system is down and cannot be brought up; or a problem seriously impacts business.</p> <p>Severity 4 Issues include: Customer site/access is confirmed down and unreachable or telephony is unavailable.</p>	Acknowledgement within 30 minutes	Resolution within sixty (60) minutes of receipt of request or error report
<p>*All times are U.S. Eastern Time and available days excluding iLinc holidays. For service requested outside of specified hours, requests will be initiated on the next business day.</p>			