

Xima Care Agreement

Xima (“Company”) shall provide support, training, and software upgrades for Partners (“Resellers” or “Distributors”) and their Customers (“End Users”) where an appropriate and active Xima Care license (“Service”) is present on a Chronical serial key (“Product”). These Terms and Conditions shall govern the Service rendered herein.

Support

1. **Sale of Services** - Xima will offer to its Partners and End Users, where appropriate, Services on the Product on an optional basis. Xima will perform account management and invoicing. All other customer facing activities and obligations related to the Services provided in accordance with the terms of this Agreement are in force, unless otherwise agreed by the parties in writing. In connection with each resale of the Company’s Software, Xima will renew service agreements with existing Partners and Customers as applicable. Such Services will be sold under the agreement terms between Xima and the respective Partner and or End User. Each support related Purchase Order submitted by Partner or End User to Xima will identify the support option selected, if any. Xima may choose not to accept a Purchase Order for Services that fails to specify the support option resold provided that Xima shall provide notice of rejection of such Orders within three days of the date of the Order.
2. **Cancellations and Refunds** - In the event of a cancellation of a Service agreement with Xima, the Customer will forfeit all prepaid services as no refunds will be issued.
3. **Scope of Xima Support** - The Xima Care package provides access to the Xima Support Team. This access is to be used to help diagnose, troubleshoot, and resolve technical issues related to the Chronical software. Outlined below are policies governing the scope of support covered by Xima Support.
 - 3.1. **Chronical Troubleshooting and Bug Fixes**
 - 3.1.1. **Chronical Software Issues** -The Xima Support team will diagnose and troubleshoot any Chronical related issue. Certain issues will require engineering assistance and occasionally a software patch will be necessary to resolve an issue.
 - 3.1.2. **System Requirements** - Xima Support will not troubleshoot issues on a Chronical system that does not meet the minimum system requirements or where Chronical is not installed on the recommended server. Chronical system requirements can be found at guide.ximasoftware.com.
 - 3.1.3. **Chronical Data** - A scheduled backup feature is available in Chronical and **it is highly recommended that regular backups are being made. Xima Support is not responsible for backing up Chronical data or ensuring that Chronical data is backed up.** On occasion, Xima Support may require a backup be made before continuing with troubleshooting efforts.
 - 3.1.4. **Reports** - Xima Support will troubleshoot software errors pertaining to reports such as runtime errors, report failures, and schedule and deliver issues.

- 3.1.5. **Call Recordings** - Xima does not guarantee 100% call recording accuracy. There are many factors that can result in a missed recording. As a 3rd party software, many factors are out of our control. Xima Support will make a good faith effort to resolve any reproducible recording issues. When Xima's best practices and recommendations are utilized and network performance is not an issue, Xima Support will continue working on a customer's recording issues until 95% of calls are being recorded properly in a given week.
- 3.1.6. **Resolution** - We cannot guarantee that all issues will be resolved with 100% accuracy. As a 3rd party software, many factors such as the data sent from the PBX and system APIs are out of our control. Support will make a good faith effort to resolve Chronical issues in a timely manner per our SLA agreement.
- 3.2. **Chronical Software Updates** - Chronical has been designed to have a seamless and straightforward update process. Chronical update guides and videos are available at guide.ximasoftware.com. Should issues arise during or as a result of an update, Xima Support will be happy to assist. Customers who have purchased a premium support plan can contact Xima Support to schedule an agent to be available to assist.
- 3.3. **Chronical Restore or Server Migration** - Chronical has built-in tools to backup and restore the database. Information about the backup and restore process is contained in guides and videos available at guide.ximasoftware.com. Should issues arise during a backup or restore Xima Support will be happy to assist. Customers who have purchased a premium support plan can contact Xima Support to schedule an agent to be available to assist in a backup and restore or a server migration.
- 3.4. **Database Access** - A Chronical database schema is available at guide.ximasoftware.com. Customers who wish to access the database directly do so at their own risk. Direct database access is not supported by Xima Support.
- 3.5. **Customer Hardware & Networks**
 - 3.5.1. **Server Management** - Xima Support will address any Chronical related issues on customer servers. Issues not related to the function of Chronical will not be supported by Xima Support. Xima Support will not adjust server settings that may affect other systems or data such as adding, removing, or adjusting scheduled tasks or adding, removing, or adjusting mapped drives. Xima Support will not restore servers or virtual machines to a previous restore point.
 - 3.5.2. **Network Connectivity Issues** - Chronical is dependant on consistent and reliable network traffic. Unreliable performance can negatively impact Chronical's accuracy. Xima Support will make its best efforts to expose connectivity issues impacting Chronical performance. Xima Support will not be responsible for resolving Chronical issues resulting from network performance.
 - 3.5.3. **Network Configuration** - Xima Support may make recommendations for firewall and network changes. Xima Support will not make changes to customer networks as these changes can have significant impact on business operations. Customers who wish to utilize a port mirror are responsible for configuring their network to properly mirror the voice data.

- 3.6. **Customer PBX Systems** - Xima Support will not be responsible for making PBX changes. On occasion, Xima Support may require a PBX admin on hand to make PBX-specific changes.
- 3.7. **3rd Party IT** - Where 3rd party IT vendors are utilized, Xima requires Chronical customers to give verbal or written consent directly to their 3rd party IT vendors before Xima will engage with the IT vendor. Xima will not contact 3rd party IT vendors and begin support activities until the customer has confirmed to their IT vendor that Xima Support is authorized to do so. Additionally, Xima will not reimburse customers for 3rd party IT expenses who assist in any form of troubleshooting regardless of the root cause of the issue.
- 4. **Professional Service** - Customers or resellers who want Xima Support to assist in any element that is outside of his or her scope of work may request a quote for professional services by contacting Xima Sales. Some examples of this include installing and/or configuring a customer's software, writing custom reports, and creating custom wallboards.
- 5. **Service Level Agreement (SLA)**
 - 5.1. **Tiers of Support**
 - 5.1.1. **Xima Tier 1 Support** - Under this level of support, Xima receives calls and web tickets created directly from Partners or End Users. Xima will confirm the End User has a current service agreement in place, and perform initial diagnostics/trouble isolation and begin working on resolution of issues.
 - 5.1.2. **Xima Tier 2 Support** - This is the Xima business unit that provides the highest level of support available. Issues that cannot be resolved by support and require additional resources such as code changes to the software can be escalated to Tier 3.
 - 5.1.3. **Xima Tier 3 Support** - This is the Xima business unit that addresses changes to the software when Tier 2 has determined there is a bug in the intended use case of the software. This team is comprised of R&D engineers and developers.
 - 5.2. **Standard Support Contracts - 8x5**
 - 5.2.1. **NA (North America)** - Xima will provide standard 8x5 support between the hours of 7 AM to 5 PM UTC -7*. This includes Tier 1 and Tier 2 Support, less Xima observed holidays and company meetings. *Note - Between the 2nd Sunday in March and the 1st Sunday in November, these hours are UTC -6 due to daylight savings time in the United States.
 - 5.2.2. **EMEA (Europe Middle East and Africa)** - Xima will provide standard 8x5 support based on the schedule below. This includes Tier 1 through Tier 2 Support, less Xima observed holidays and company meetings.

2nd Sunday in Mar. - Last Sunday in Mar.	9AM to 5PM
UTC	
Last Sunday in Mar. - Last Sunday in Oct.	10 AM to 6PM UTC+1
Last Sunday in Oct. - 1st Sunday in Nov.	9AM to 5PM UTC
2nd Sunday in Nov. - 2nd Sunday in Mar.	10AM to 6PM
UTC	

5.2.3. **Standard Support - APAC (Asia Pacific)** - Xima will provide standard 8x5 support based on the schedule below. This includes Tier 1 through Tier 2 Support, less Xima observed holidays and company meetings.

2nd Sunday in Mar. - 1st Sunday in Apr.	7AM to 3PM +11 UTC
1st Sunday in Apr. - 1st Sunday in Oct.	7AM to 3PM +10 UTC
1st Sunday in Oct. - 1st Sunday in Nov.	7AM to 3PM +11 UTC
1st Sunday in Nov. - 2nd Sunday in Mar.	8AM to 4PM +11 UTC

5.3. **Premium Support Contracts - 24x7x52**

5.3.1. **NA (North America)** - Xima will provide 24x7x52 support for severity 1 and severity 2 issues. This includes Tier 1 through Tier 2 support for all issues between the hours of 3 AM to 10 PM -7 UTC*. Tier 3 support will be invoked the next business day when required. *Note - Between the second Sunday in March and the second Sunday in November, these hours are -6 UTC due to daylight savings time in the United States.

5.3.2. **EMEA (Europe Middle East and Africa)** - Xima will provide 24x7x52 support for severity 1 and severity 2 issues. This includes Tier 1 through Tier 2 support for all issues based on the schedule below. Tier 3 support will be invoked the next North America business day when required.

2nd Sunday in Mar. - Last Sunday in Mar.	9AM to 5PM UTC
Last Sunday in Mar. - Last Sunday in Oct.	10 AM to 6PM UTC+1
Last Sunday in Oct. - 1st Sunday in Nov.	9AM to 5PM UTC
2nd Sunday in Nov. - 2nd Sunday in Mar.	10AM to 6PM UTC

5.3.3. **APAC (Asia Pacific)** - Xima will provide 24x7x52 support for severity 1 and severity 2 issues. This includes Tier 1 through Tier 2 support for all issues based on the schedule below. Tier 3 support will be invoked the next North America business day when required.

2nd Sunday in Mar. - 1st Sunday in Apr.	7AM to 3PM +11 UTC
1st Sunday in Apr. - 1st Sunday in Oct.	7AM to 3PM +10 UTC
1st Sunday in Oct. - 1st Sunday in Nov.	7AM to 3PM +11 UTC
1st Sunday in Nov. - 2nd Sunday in Mar.	8AM to 4PM +11 UTC

5.4. **Severity Definitions**

5.4.1. **Severity 1** - Severity 1 issues include, but are not limited to, a total loss or continuous instability of mission critical functionality, Chronicall system is down causing End User to experience a total loss of service, or inability to use a feature or functionality that is currently relied upon for mission critical functionality. Severity 1 Issues include:

- Skill calls not routing to majority of users

5.4.2. **Severity 2** - Severity 2 issues are degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality, or the control or the operational effectiveness of the product affects a considerable number of users and creates significant productivity or financial impact. This situation materially obstructs the firm's

ability to deliver goods or services. This also includes automated product alarms which meet the Severe Business Impact criteria as noted above. Severity 2 issues include:

- Chronically not logging
- Chronically not recording
- Missing 50% or more recordings in a 24 hour period
- Realtime offline
- 1-few Multimedia agent(s) stuck/not receiving calls

5.4.3. **Severity 3** - Severity 3 issues are degradation to the system's operation, maintenance, or administration, which requires attention needed to mitigate a material or potential effect on system performance and on the End User's business. It also includes automated product alarms that meet the Business Impact criteria as noted above. Severity 3 issues include:

- Chronically Unhandled Call Flows
- Realtime Agents Show Incorrect
- Recordings not actively available
- Missing 5% - 50% of Recordings in a 24 hr period
- Report Bugs

5.4.4. **Severity 4** - Severity 4 issues are non-service impacting questions or problems that do not immediately impair the functioning of the product or system and which does not materially affect service to end customers. If related to a problem, the problem has a tolerable workaround. This includes consultation, records corrections, and administrative issues. Severity 4 issues include:

- General questions
- Various customization (custom report requests, Realtime value configuration, etc.)

5.5. Issue Reporting

5.5.1. **Severity 1 and 2 issues** - Partners and or End Users shall report severity 1 and 2 issues to Xima via telephone (toll free at 888.944.9462) or web submission (<https://ximacare.ximasoftware.com>), and then select 'Submit a Ticket,' which is located at the top center of the page. Xima will use commercially reasonable efforts to respond to its report based on the severity outlined in section 5.4.

5.5.1.1. **For Severity 1 and 2 issues** that cannot be resolved remotely by Xima's technical resources, and upon Xima's request, the Partner will dispatch technical personnel to the affected site at no charge. Xima will ensure that the affected network is accessible by the Partner's and End User's personnel. If the issue for which on-site support is requested is not caused by the Software, is not repeatable, or no longer exists and Partner should have been able to reasonably determine the aforementioned facts, Xima may invoice Partner for Time and Materials (T&M).

5.5.2. **Severity 3 and 4 issues** - Xima shall use commercially reasonable efforts to respond within four (4) business hours to address severity 3 and 4 issues. For a

severity 3 or 4, other than product enhancement requests, Xima will work full-time during normal business hours in accordance with their respective support responsibilities until a workaround or permanent solution is successfully implemented. If a permanent solution is successfully implemented, but such permanent solution cannot be deployed in a product operating in the End User's network without affecting service or operation, Xima shall use commercially reasonable efforts to provide the Partner an/or End User with a workaround. Xima will use commercially reasonable efforts to provide a workaround or a permanent solution, other than to product enhancement requests, within thirty (30) calendar days of a severity 3 or 4 issue being reported to Xima by the End User.

- 5.6. Issue Report Status** - All tickets may be accessible by visiting <https://ximacare.ximasoftware.com> and then by selecting 'See My Tickets' located at the top of the page.
- 5.6.1. **Severity 1 Issues** - Partners and or End Users shall report Severity 1 issues to Xima via telephone (toll free at 888.944.9462). Xima will use commercially reasonable efforts to respond to its report within 30 minutes.
- 5.6.2. **Severity 2 Issues** - Partners and/or End Users shall report Severity 2 issues to Xima via telephone (toll free at 888.944.9462) or web submission (<https://ximacare.ximasoftware.com>) and then select 'Submit a Ticket' located at the top center of the page. Xima will use commercially reasonable efforts to respond to its report within two (2) Business Hours.
- 5.6.3. **Severity 3-4 Issues** - Partners and/or End Users shall report Severity 3 issues and Severity 4 issues to Xima via telephone (toll free at 888.944.9462) or web submission (<https://ximacare.ximasoftware.com>) and then select 'Submit a Ticket' located at the top center of the page. Xima will use commercially reasonable efforts to respond to its report within four (4) Business Hours.

Software Training

Chronicall training is available to customers who have a valid and active Xima Care license on their serial. Customers may sign up for live webinar trainings at guide.ximasoftware.com/docs/training. Training classes are held regularly and focus on specific modules of the software.

Professional Services - Customers or resellers who want Xima to hold private, on-site, or other specialized trainings may request a quote for professional services by contacting Xima Sales.

Updates

1. **Chronicall Software Updates** - Chronicall has been designed to have a seamless and straightforward update process. Chronicall update guides and videos are available at guide.ximasoftware.com. Should issues arise during or as a result of an update Xima Support will

be happy to assist. Customers who have purchased a premium support plan can contact Xima Support to schedule an agent to be available to assist.

2. **Major Release** - This refers to changes to the Software that typically introduce new features, functionality, and that may be licensed separately by Xima. Major Releases do not have to be Backward Compatible to previous Major Releases of the Software. Change in the Software version level number to the left of the decimal (e.g., 1.X.X to 2.X.X) is a way to denote a Major Release.
3. **Feature Release** - This refers to changes to Software that typically introduce new optional features and functionality that may be licensed separately by Xima. Feature Releases shall be Backward Compatible. A change in the version number's rightmost number after the decimal or dot/point (e.g., from X.1.X to X.2.X) is a way to denote an Feature Release.
4. **Maintenance Release** - This refers to patches, maintenance releases, improvements, modifications, enhancements, and new versions of the Software that Xima makes available to Partners and End Users under Xima's Services. Maintenance Releases shall be Backward Compatible to previous Maintenance Releases. A change in the version number's second rightmost digit after the decimal or dot/point (e.g., from X.X.1 to X.X.2) is a way to denote a Maintenance Release.

Data Collection and Privacy Policy

For additional information regarding Xima's collection and processing of information, see Xima's General Privacy Policy, which is available at www.ximasoftware.com/privacypolicy.

Additional Definitions

1. **End User or Customer** - This refers to a third party that purchases and/or licenses the Product from any Partner or Distributor for production use. An End User also means a service provider, outsourcer, or integrator that licenses Product to provide application hosting services to its customers.
2. **Release** - This refers to a major release of Software considered to be the next generation of an existing product or a new product offering. For purposes of this Agreement, a Release includes and subsequent Software having the same or substantially similar functionality as the original Software even if it is a renamed, repackaged, or re-bundled version of the original Software, including Updates and Upgrades.
3. **Software** - This refers to the Object Code and/or Source Code, if applicable, version of those Software products specified and all Releases, Updates, and Upgrades thereto, including Documentation. Firmware is included in the definition of Software.
4. **End of Sale (EOS)** - This refers to the last date Xima will license the Software to Partners.
5. **End of Support (EOSP)** - This refers to the last date that Xima will provide support for Software subject to the requirements of this Agreement.

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