ERICOM REDUCED SUPPORT SERVICES TERMS AND CONDITIONS FOR POWERTERM PRODUCTS

TERMS AND CONDITIONS

Technical support for Ericom PowerTerm products is provided to end user licensees and subscribers ("End Users") in accordance with these Reduced Support Services Terms and Conditions for PowerTerm Products ("Support Terms"), the applicable Ericom end user license agreement with End User ("End User Agreement") and the applicable End-of-Life Announcement.

1. **DEFINITIONS**. Capitalized terms that are used, but not defined, in these Support Terms shall have the meaning given to such terms in the End User Agreement, if defined therein. The following terms shall have the meaning set forth below:

"**Business Days**" and **Business Hours**" shall have the meanings set forth in Section 2.5 below.

"**Current Release**" means the then current release of Software for use in a particular Operating Environment.

"**End of Life Announcement**" means an end-of-life announcement for the Software that is posted on https://www.ericom.com/agreements-and-terms/.

"**Error**" means an error in the Software which materially degrades the use of the Software.

"**Fix**" means the repair or replacement of object or executable code versions of the Software to remedy an Error.

"**Operating Environment**" means a single combination of a hardware and operating system, corresponding to a specific release of Software.

"**Software**" means the Ericom software product which has been designated by Ericom as eligible for reduced support only, as set forth in an End-of-Life Announcement.

"**Support Services**" means the Updates and Telephone/Email support set forth in these Support Terms.

"**Technical Support Contact**" means one (1) person (and one (1) backup person) who is knowledgeable in the use of the Software and End User's Operating Environment and authorized by End User to communicate with Ericom concerning Support Services.

"**Telephone/Email Support**" means the telephone and e-mail support provided by Ericom (or its designated channel partner) to the Technical Support Contact concerning the installation, use and technical problems with the Software.

"**Updates**" means all corrections and new releases of the Software and all published revisions and corrections to the printed documentation which are generally made available by Ericom at no additional charge, not including any features or future products which Ericom makes available separately. Any Updates shall be made available by Ericom in its sole discretion.

"**Workaround**" means a change in the procedures followed or data supplied by End User to avoid an Error without significantly impairing performance of the Software.

2. **SUPPORT SERVICES**

2.1. Ericom Support Services provide Telephone/Email Support to End User's authorized Technical Support Contact concerning the installation, use and configuration of the Software.

2.2 Ericom Support Services include technical assistance to recover the system for operational use; provided, however, that Ericom shall have no obligation to provide any Fixes or Updates. If, in its sole discretion, Ericom does release a Fix or Update, such Fix or Update will be made available to End Users.

2.3. Ericom shall use commercially reasonable efforts to: (1) respond to the Technical Support Contact within a Business Day, and (2) commence the resolution process, as set forth below:

Priority	**Error**	**Resolution Process***
1	Error that renders the Software inoperative or causes the Software to fail catastrophically.	Ericom shall assign engineers who will exercise reasonable efforts to recover the Software to its previous operating condition that may include Workarounds.
2	Error that significantly degrades performance of the Software or materially restricts use of the Software but does not rise to the level of a Priority 1 Error	Ericom shall assign engineers who will exercise reasonable efforts to recover the Software to its previous operating condition that may include Workarounds.
3	Error that causes only a minor impact on the use of the Software.	Where possible Ericom will provide guidance and advice on mitigations and Workarounds that may be applied to minimize impact of Error.

*Ericom shall not be required to make any resolution that requires a Fix or Update.

End User shall report Errors to Ericom's long term technical support center at +1 833 971 2188 and select option 1 to accept privacy notice and option 1 for legacy Ericom support or by e-mail to **ericomlts.enterprise.wireless@ericsson.com**.

2.4. The End User’s Error report shall include the following information:

2.4.1. The name of the End User;

2.4.2. The serial number of the Software;

2.4.3. The name, phone number and e-mail address of the Technical Support Contact;

2.4.4. The version and release number of the Software;

2.4.5. The Software’s Operating Environment;

2.4.6. The nature of the Error and the End User’s classification of the Error;

2.4.7. Documentation of the Error using the minimal set of code which exactly reproduces the Error and the resulting output, or the exact sequence of steps that reproduce the Error; and

2.4.8. The date and time of the initial Error report.

2.5. Telephone/Email Support shall be available during the Business Hours / Business Days of the applicable Ericom regional office as set forth below:

Region	**Business Days and Business Hours of Support**
USA and Canada	9am to 5pm, Monday – Friday, Eastern Time, (excluding US holidays)
Asia including Japan	9am to 5pm, Monday – Friday, local time in Philippines (excluding Philippines holidays)
Rest of the World	9am to 5pm, Sunday to Thursday, local time in Israel (excluding Israeli holidays)

2.6. If End User purchased Licenses or Support Services through an Ericom designated channel partner or as part of an OEM channel partner product, then **the applicable channel partner may provide certain Support Services in accordance with such channel partner's support terms**. Additional details regarding the channel partner's support terms, including the allocation of technical support responsibilities for the Support Services and technical support contact information, are available from the channel partner directly.

2.7. If the End User has been designated as a "Service Provider", Support Services shall be provided solely to the Service Provider End User, who shall be solely responsible for providing support to its clients and shall not direct any clients to Ericom for Support Services. Ericom shall refer any client service questions to the End User.

3. **EXCLUSIONS**

Ericom shall have no obligation to support:

3.1. Altered or modified Software;

3.2. Software that is not the current most recent release;

3.3. Software problems caused by End User's negligence, hardware malfunction or other causes beyond the reasonable control of Ericom;

3.4. Software installed in an Operating Environment which is not supported by Ericom; or

3.5. Software which is not (a) subject to a valid End User Agreement; or (b) used in accordance with the End User Agreement, its documentation or the commercial terms under which the Software was sold.

Ericom shall have no liability for any updates or upgrades in End User's Operating Environment which may be necessary to use Updated versions of the Software.

4. **SUPPORT FEES**

Support Services are included in Limited Term/Subscription Licenses, without additional charge.

Support Services for Perpetual Licenses may be purchased for the annual support fee listed in the then current Ericom pricing guidelines until the end-of-support date set forth in Ericom's End-of- Life Announcement ("End-of-Support-Date"). For any partial year that results from the End-of-Support Date, annual support fees will be prorated.

End User must purchase and renew Support Services for all Perpetual Licenses of the corresponding Software. Support Services are made available only for the specific Software, License type, and

number of Licenses stated in the applicable License Certificate. Support fees are payable in advance. Support Services fees are exclusive of all taxes (other than taxes based on Ericom's income), which shall be the End User's responsibility.

5. **TERM AND TERMINATION**

Annual Support is provided for one (1) year from the date of purchase or as otherwise provided in the applicable License Certificate but in no event beyond the End-of-Support Date.

Unless otherwise communicated in writing by Ericom, each one (1) year term shall commence on the anniversary of the previous year.

In the event that the End User fails to make any payment due under the End User Agreement or these Support Terms or End User materially breaches the Support Terms and such nonpayment or breach has not been cured within thirty (30) days of receipt of notice of breach, Ericom may suspend or cancel Support Services.

If Support Services lapse, the End User may not renew Support Services.

6. **GENERAL**

Ericom shall not be liable for any failure or delay in performance under these Support Terms due to causes beyond its reasonable control. These Support Terms, together with the End User Agreement, state the entire agreement regarding Ericom's provision of Support Services to End User. Ericom may modify these Support Terms by posting the modifications online and/or email notice to the End User. End User is advised to regularly check online for the latest version of these Support Terms. The modifications shall apply to Support Services performed after the effective date of the modifications.

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