

# Service Plans Handbook for Enghouse Vidyo Cloud Customers

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## 1. Introduction

The purpose of this document is to describe Enghouse Vidyo's service and support policies for VidyoCloud™ Services.

This document covers:

- Definitions
- Scope of Services
- VidyoCloud Services Availability
- Remote Technical Support Services
- System Maintenance
- Service Exclusions and Limitations
- Minimum Subscriber Network Requirements

### 2. Definitions

- "Business Day" means Monday through Friday, excluding US national holidays.
- "Business Hours" means the time window between 9 AM and 7 PM, Monday through Friday, excluding national holidays, in the geographic location where the Enghouse Vidyo Product or Enghouse Vidyo Service is being used by its End User.
- "VidyoCloud Applications" means (i) those components and modules of the certain applications, operating systems, utility programs, communications software, interfaces and other computer software that Enghouse Vidyo will make accessible to Subscriber as part of the VidyoCloud Services provided by Enghouse Vidyo as part of the VidyoCloud application; (ii) all extensions, additions, modifications, and enhancements thereto; and (iii) the networks, systems, databases or software applications utilized by Enghouse Vidyo in support of such software and components. The term "VidyoCloud Application" shall be deemed to include VidyoCloud Application Content stored in or displayed through the VidyoCloud Application.
- "VidyoCloud Application Content" means documentation, stories, articles, text, images, multimedia data pictures, sound, graphics, logos, marks, symbols, and artistic content provided by Enghouse Vidyo (or its third-party providers and licensors) and displayed on or through the VidyoCloud Application, as such materials may be modified from time to time; provided however, that no Subscriber data shall be deemed to be VidyoCloud Application Content. VidyoCloud Application Content shall be deemed Enghouse Vidyo Material hereunder.
- "Specifications" means Enghouse Vidyo's published specifications, description guide and/or data sheets issued by Enghouse Vidyo, as updated from time to time, for the VidyoCloud Services and the VidyoCloud Applications.
- "Subscriber" or "Company" means the legal entity to which the VidyoCloud Services are being provided and includes Subscriber's authorized users and guests ("Users") registered or invited to use the VidyoCloud Services.
- "Subscription Term" means the length of time for which the Subscriber is registered to receive the VidyoCloud Services commencing on the first day access to the VidyoCloud Services are made available to Subscriber.
- "System Maintenance" means Enghouse Vidyo's maintaining of the VidyoCloud Service, which includes, without limitation, hardware upgrades, software upgrades, and network upgrades, as applicable.
- "Terms of Service" means Enghouse Vidyo <u>Terms of Services</u> for VidyoCloud Services: <a href="https://www.vidyo.com/cloudservicestos">https://www.vidyo.com/cloudservicestos</a>.
- "VidyoCloud Services" means the Enghouse Vidyo cloud subscription service providing access to the VidyoCloud Applications enabling video collaboration among Subscriber's Users using supported devices (as per the Specifications).

"VidyoCloud Availability" means availability to all or substantially all Subscriber's Users of the VidyoCloud Service functioning correctly, accurately and without material degradation of performance as measured over the course of a month.

## 3. Scope of Services

- Enghouse Vidyo will provide VidyoCloud Availability during the Subscription Term, in accordance with the VidyoCloud Availability Goals indicated below in section iii.
- ii. Enghouse Vidyo will provide for (a) the hosting of VidyoCloud Application(s) utilized by Subscriber on multi-tenant server infrastructure, and (b) the storing and maintaining of Subscriber Data utilized with respect to the VidyoCloud Applications logically separate from the data of other Vidyo subscribers or of Enghouse Vidyo; (c) the configuration of the VidyoCloud Services with full power and communications redundancy as necessary to achieve the stated VidyoCloud Availability.
- iii. Enghouse Vidyo will be responsible for (a) all servers, hardware and telecommunications equipment (collectively, the "Equipment") and for the operating system software loaded onto the servers used to provide the VidyoCloud Services; (b) the other operating systems, server operating systems, network operating systems, systems utilities (including measuring and monitoring tools), data security software, middleware, database management systems, and development tools loaded onto or supporting the Equipment (collectively, the "Systems Software"); and (c) the VidyoCloud Applications used by Enghouse Vidyo to provide the VidyoCloud Services. Enghouse Vidyo will not be responsible for the operation of any Equipment or Systems Software located at Subscriber's site or User's connecting devices.
- iv. Enghouse Vidyo will provide remote technical support services ("TSS") to Subscriber and will respond to Subscriber reported problems and requests in accordance with the <u>Service Plans</u> and <u>TSS Response Time TABLE 1</u>.
- v. Enghouse Vidyo will be responsible for System Maintenance as indicated in the Systems Maintenance Types TABLE 2.

## 4. VidyoCloud Availability

Enghouse Vidyo will use all reasonable commercial efforts to achieve the target VidyoCloud Availability Goal of 99.5% uptime, twenty-four hours per day, seven days per week during the Subscription Term, except during times of System Maintenance, as set forth in the Systems Maintenance Types – TABLE 2.

# 5. Remote Technical Support Services (TSS)

The role of the TSS Team is to respond to specific technical issues associated with the VidyoCloud Services and functionality of the technology itself, and may include answering questions related to features and functionalities used by the Enghouse Vidyo Cloud Applications. Primary incident reporting is done via the Enghouse Vidyo Web Ticketing System or by telephone. Incidents will be categorized and handled according to an assigned severity level as indicated in the TSS Response Time table below. The Enghouse Vidyo TSS Team uses commercially reasonable efforts to respond to each support incident within the applicable response time and reduce severity of cases as shown below. Response times indicated below specify the time for initiation of investigation of the problem, not the length of time within which such problem may be resolved.

#### Service Plans

Services	Silver Plus	Gold Plus
Phone, Help Center portal, email support for software and hardware	√	√
Response Time 8 business hours	√	√
Enhanced Response Time Urgent=30 mins; High=2 hours; Normal=8 hours	Within business hours	24 x 7
24 X 7 Coverage for critical cases impacting production	N/A	V
Access to software updates and upgrades	√	√
Root Cause Analysis Official Report	V	$\checkmark$
RMA	Standard	Advanced
Standard RMA Return	14 days from receiving the unit	-
Advanced RMA (ARMA) return time	Optional	Same day shipping

### TSS Response Time - TABLE 1

Severity Levels	Explanation	Ticket Response
Level 1 - Urgent	VidyoCloud Service is down, business operations severely impacted with no workaround and all or most Subscriber's Users impacted; or an identified material security issue	30 Minutes (based on the service plan)
Level 2 - High	VidyoCloud Service's operational ability to receive, route and deliver Subscriber-purchased interaction services is severely degraded, or major components of the service are not operational and work cannot reasonably continue for greater than 50% of the Subscriber's Users	Within 2 hours (based on the service plan)
Level 3 - Normal	Issues causing moderate to low business disruption; no more than 25% of the Subscriber's Users are adversely affected; a stable workaround available OR	Next Business Day (based on the service plan)
	VidyoCloud Service is operational; no significant disruption of business operations; issues with little time sensitivity such as general questions; administrative changes including adds/subtracts to Subscriber's Users	

The TSS Team is not meant as a substitute for Subscriber's help desk or end user training which shall be the responsibility of Subscriber's IT team or Enghouse Vidyo authorized reseller. Prior to production go-live, at least two representatives of the Subscriber (or Subscriber's designated agents) who are actively engaged in the administration and support of the VidyoCloud Services deployment, within the Subscriber's organization as internal help desk or equivalent, must complete the VidyoCloud Administrator Training and pass the related certification examination. For more information about our Admin training (onsite and remote), please visit our <a href="Vidyo University">Vidyo University</a> at <a href="https://www.vidyo.com/vidyo-university/technical-certification">https://www.vidyo.com/vidyo-university/technical-certification</a>.

Upon experiencing a system problem or in case of an inquiry, support requests will be routed through such persons who will perform first-line troubleshooting and analysis before contacting the Enghouse Vidyo TSS Team for technical support. For the latest contact information, please refer to the <a href="Contact Us">Contact Us</a> article at <a href="https://support.vidyocloud.com/hc/en-us/4">https://support.vidyocloud.com/hc/en-us/4</a> on the <a href="Vidyo Help Center">Vidyo Help Center</a> at <a href="https://support.vidyocloud.com/hc/en-us/4">https://support.vidyocloud.com/hc/en-us/4</a>.

## 6. System Maintenance

System Maintenance refers to any Equipment, Systems Software, or VidyoCloud Applications change or update that has the potential to result in an impact, or reduction to the resiliency or functionality of the VidyoCloud Service.

### Systems Maintenance Types – TABLE 2

Severity Levels	Explanation
Planned Maintenance	Planned maintenance involves any activity (operating system patches, service updates, equipment reboot, etc.) where it is anticipated to have interruption to the operational functioning of the VidyoCloud Services. Enghouse Vidyo will provide the Subscriber with at least one week posted notification and email notice prior to conducting any planned maintenance with information on the changes and expected downtime. Forty-eight hours email notice prior to any planned outage event will also be provided.
Emergency Maintenance	Emergency maintenance involves any activity (operating system patches, service updates, equipment reboot, etc.) where it may or may not be possible to anticipate an interruption to the operational functioning of the VidyoCloud Services. Enghouse Vidyo will use all reasonable efforts to provide email notification at least twenty-four hours' notice for Emergency Maintenance.

In addition to email notifications, system maintenance details will be published on the <u>VidyoCloud Status page</u> at <a href="https://status.vidyo.com/">https://status.vidyo.com/</a>.

## 7. Service Exclusions and Limitations

Enghouse Vidyo shall not be responsible for any failure, unavailability, suspension, termination, or quality degradation of VidyoCloud Services, or for any support and performance issues relating to or resulting from:

- use of the VidyoCloud Services contrary to the use rights granted by Enghouse Vidyo, the applicable Specifications, the Terms of Service, or other agreements between the parties;
- ii. factors outside of Enghouse Vidyo's reasonable control, including, without limitation, Internet access or related problems beyond the demarcation point of VidyoCloud Services (i.e., beyond the point in the network where Enghouse Vidyo maintains access and control over VidyoCloud Services) or any problems related to on-premises installations of virtual Enghouse Vidyo Infrastructure provided to the Subscriber for use with the VidyoCloud Services;
- iii. that result from any actions or inactions of the Subscriber or the Subscriber's Users or any third party (other than Enghouse Vidyo or its subcontractors);
- iv. the Subscriber's network not meeting the requirements set forth below;
- v. any Subscriber or Subscriber's User equipment, software, or other technology, and/or third-party equipment (other than third-party equipment within Enghouse Vidyo's direct control);
- vi. any scheduled maintenance;
- vii. any force majeure event as described in the <u>Terms of Service</u> at <a href="https://www.vidyo.com/cloudservicestos">https://www.vidyo.com/cloudservicestos</a>.

# 8. Minimum Subscriber Network Requirements

The Subscriber's network must meet the requirements as indicated in the Specifications, which at a minimum should include the following standards:

- Full Duplex must be enabled on all network devices;
- RTP latency in one direction between the user and VidyoCloud Application/Equipment must be less than 150 ms;
- RTP jitter must be less than 30 ms;
- Network bandwidth must accommodate 1.5 Mbps per concurrent connection

**Note** For hybrid deployments, Enghouse Vidyo will require remote access to the Enghouse Vidyo servers (whether physical or virtual) deployed at the customer premises.

For more details, please refer to the <u>VidyoCloud Hybrid Implementation</u> article at <a href="https://support.vidyocloud.com/hc/en-us/articles/235750767-VidyoCloud-Hybrid-Implementation">https://support.vidyocloud.com/hc/en-us/articles/235750767-VidyoCloud-Hybrid-Implementation</a> published on the <u>Vidyo Help Center</u> at <a href="https://support.vidyocloud.com/hc/en-us">https://support.vidyocloud.com/hc/en-us</a>.