VIDYO CLOUD SERVICES

SERVICE AND SUPPORT POLICY FOR VIDYOCLOUD™ SERVICES - STANDARD

September 2016 – revision16S13nc

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

This document covers:

- Scope of Services

- VidyoCloud Services Availability

- Technical Support Services

- System Maintenance

- Exclusions and Limitations

- Additional Support Services

1   Definitions

a. **"Business Day"** means Monday through Friday, excluding US national holidays.
b. **"Business Hours"** means 9:00 a.m. to 7:00 p.m. (Eastern Standard Time - EST) on Business Days, and, notwithstanding the foregoing, does not include times during Service Maintenance.
   c. **"VidyoCloud Applications"** means (i) those components and modules of the certain applications, operating systems, utility programs, communications software, interfaces and other computer software that Vidyo will make accessible to Subscriber as part of the VidyoCloud Services provided by 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 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.
d. "**VidyoCloud Application Content**" means documentation, stories, articles, text, images, multimedia data pictures, sound, graphics, logos, marks, symbols, and artistic content provided by 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 to be Vidyo Material hereunder.
e. **"Specifications"** means Vidyo's published specifications, description guide and/or data sheets issued by Vidyo, as updated from time to time, for the VidyoCloud Services and the VidyoCloud Applications.
f. **"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.
g. **"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.
h. **"System Maintenance"** means Vidyo's maintaining of the VidyoCloud Service which includes, without limitation, hardware upgrades, software upgrades, and network upgrades, as applicable.
i. **"Terms of Service"** means Vidyo Terms of Services for VidyoCloud Services http://www.vidyo.com/cloudservicestos **"VidyoCloud Services** means the Vidyo cloud subscription service providing access to the VidyoCloud Applications enabling video collaboration among Subscriber's Users using supported devices (as per the Specifications).
j. "**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.

2   SCOPE OF SERVICES

(i)   Vidyo will provide VidyoCloud Availability during the Subscription Term, in accordance with the VidyoCloud Availability Goals indicated below in Section 3.

(ii)   Vidyo will provide for (i) the hosting of VidyoCloud Application(s) utilized by Subscriber on multi-tenant server infrastructure, and (ii) 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 Vidyo; (ii) the configuration of the VidyoCloud Services with full power and communications redundancy as necessary to achieve the stated VidyoCloud Availability.

(iii)   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 Vidyo to provide the VidyoCloud Services. 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)   Vidyo will provide remote technical support services ("TSS") to Subscriber and will respond to Subscriber reported problems and requests in accordance with the TSS Table (Table 1) shown below.

(v)   Vidyo will be responsible for System Maintenance as indicated in the System Maintenance Table (Table 2) shown below.

3   VIDYOCLOUD™ AVAILABILITY AND SERVICE COMMITMENT

Vidyo will use all reasonable commercial efforts to achieve the target VidyoCloud™ Availability Goal of 99.5% uptime, twenty-four hours per day, seven (7) days per week during the Subscription Term, except during times of System Maintenance, as set forth in Table 2 below.

4   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 VidyoCloud Applications. Primary incident-reporting is done via Vidyo Web Ticketing System, chat or by telephone. Incidents will be categorized and handled according to an assigned severity level as indicated in the TSS Response Time Table below. 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.

TSS RESPONSE TIME - TABLE 1:

Severity Levels	Explanation	Ticket Response
Level 1 - Emergency	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	Within 1 hour during Business Hours
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 during Business Hours
Level 3 - Medium	Issues causing moderate to low business disruption; no more than 25% of the Subscriber's Users are adversely affected; a stable workaround available	Next Business Day
Level 4 - Low	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	Next Business Day; Except that the actual performance of Administrative Changes, such as changes to passwords, user names, additional users, etc. will be handled within one week of acceptance of the request

The TSS Team 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 Vidyo authorized reseller. Prior to production go-live, at least two (2) representatives of Subscriber (or Subscriber's designated agents) who are actively engaged in the administration and support of the VidyoCloud Services deployment, within Subscriber's organization as internal helpdesk or equivalent, must complete the Vidyo VidyoCloud Administrator Training and pass the related certification examination. Upon experiencing a system problem or in case of an inquiry, support requests will be routed through such persons who will perform first line trouble-shooting and analysis before contacting the Vidyo TSS Team for technical support. Please refer to support.vidyocloud.com for latest contact information.

5.   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.

SYSTEM MAINTENANCE TYPES - TABLE 2:

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. Vidyo will provide Subscriber with at least one (1) week posted notification and e-mail notice prior to conducting any planned maintenance with information on the changes and expected downtime. Forty-eight (48) 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. Vidyo will use all reasonable efforts to provide e-mail notification at least twenty-four (24) hours' notice for Emergency Maintenance.

In addition to email notifications, system maintenance details will be published on support.vidyocloud.com

6.   SERVICE EXCLUSIONS AND LIMITATIONS

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: (i) use of the VidyoCloud Services contrary to the use rights granted by Vidyo, the applicable Specifications, the Terms of Service or other agreements between the parties; (ii) factors outside of 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 Vidyo maintains access and control over VidyoCloud Services) or any problems related to on-premise installations of virtual Vidyo Infrastructure provided to Subscriber for use with the VidyoCloud Services;; (iii) that result from any actions or inactions of Subscriber or Subscriber's Users or any third party (other than Vidyo or its subcontractors); (iv) 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 Vidyo's direct control); (vi) any scheduled maintenance; or (vii) any force majeure event as described in the Terms of Service.

7.   MINIMUM SUBSCRIBER NETWORK REQUIREMENTS

Subscriber's network must meet the requirements as indicated in the Specifications, which at the minimum should include the following standards (i) Full Duplex must be enabled on all network devices; (ii) RTP latency in one direction between the user and VidyoCloud Application/Equipment must be less than 150 ms; (iii) RTP jitter must be less than 15 ms; (iv) Network segments must not exceed a packet loss rate of three percent (3%); (v) Network bandwidth must accommodate at least 256kb/s up and downstream from each end point.

NOTE: For hybrid deployments, Vidyo will need require remote access to the Vidyo servers (whether physical or virtual) deployed at customer premises. Please refer to the documentation published on support.vidyocloud.com for more details.