



vCare Support Services Contract Terms & Condition, v.3

Votacall, Inc (“VOTACALL, INC”) and you, the Customer (CUSTOMER), agree that the following terms and conditions will apply to the vCare Support Services product suite which includes – vCare Help Desk, vCare Hardware & vCare Complete.

1. CONTRACT PERIOD – This Agreement shall be effective when signed by you and returned to VOTACALL, INC, until terminated as set forth in Section 4 of this Agreement.

2. vCare SUPPORT SERVICES

2A. vCare HELP DESK – A. vCare Help Desk is a Remote Support product only. This agreement does not include any onsite technical support; however onsite support services can be purchased when needed. B. vCare Help Desk requires the Avaya Phone IP Office Phone System to be connected to the CUSTOMER network for remote access, programming, troubleshooting and diagnostics. CUSTOMER will cooperate with VOTACALL, INC in order for VOTACALL, INC to deliver support services including making remote access available to VOTACALL, INC. C. vCare Help Desk for Avaya Partner ACS does not require a network wire run for remote support services. D. VOTACALL Help Desk does not include supporting equipment which was not purchased from or installed by a VOTACALL authorized representative or 3rd Party Products unless written consent is granted by VOTACALL. E. vCare Help Desk will always assist but not be held liable for rectifying support inquiries related to damages, or malfunctions, or performance characteristics caused by: (1) use of non-VOTACALL, INC furnished equipment, software, or facilities with the Product(s); (2) Your failure to allow for or provide VOTACALL, INC timely remote access to your Product(s); (3) failure or malfunction of equipment, software or facilities as a result of manufacturer defect.

2B. vCare HARDWARE – vCare Hardware is an 8x5 equipment replacement solution and contract only and does not include onsite technical services. Equipment purchased from and installed by Votacall or a Votacall authorized representative must be added to the contract contemporaneously to be covered under vCare Hardware. vCare Hardware coverage requires that the equipment be located in the original environment in which Votacall or a Votacall authorized technician completed the installation. Votacall will cover Avaya Hardware that was not originally sold and/or installed by Votacall or a Votacall authorized technician upon the review and certification of the equipment and environment by a Votacall engineer. If a company moves locations, a Votacall certified technician must provide the system move service which will be billed hourly, otherwise vCare Hardware is void. vCare Hardware Help will replace non-functioning Avaya Hardware during the contract

period unless the problem is a result of misuse, abuse, fire, flood, power surge, weather or natural disaster. Any programming that is necessary to get the system functioning properly with the replacement equipment will be completed remotely at no charge. vCare Hardware requires that all IP Office phone systems be connected to the customer’s network to provide remote support. If a technician is requested or required to diagnose or solve a problem related or unrelated to the Avaya Equipment, the onsite technical time will be billed hourly at a discounted rate with a 1-hour minimum. vCare Hardware does not cover wireless phones, access points, IP Dect Bases or Servers. Any None Avaya Equipment including but not limited to, Paging, Headsets, Door Phones, Servers or any 3rd Party equipment will not be covered. vCare Hardware does not cover problems related to the incumbent or the implementation of a new Carrier’s service(s) or issues related to a Carrier change. Any Replacement hardware provided may be new, refurbished or functionally equivalent. Any equipment that is replaced under vCare Hardware must be sent to Votacall, at which time the equipment becomes the property of Votacall. Votacall will not replace any lost or stolen equipment. Any damage or malfunction resulting from exposure of the item to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, abuse or other such cause shall be the responsibility of the Customer, in its entirety.

2C. vCare COMPLETE – vCare Complete is a combination of vCare Help Desk and vCare Hardware packaged and contracted at a discounted rate. All of the terms within sections 2A and 2B apply to vCare Complete.

3. PRICE AND PAYMENT – A. Payment of invoices is due within thirty (30) days from the invoice date. Delinquent payments on any undisputed balance are subject to a late payment charge of one half percent (1.5%) per month. B. Delinquent accounts that have received written notices shall be in default thirty (30) days after receipt of written past due notice at which time VOTACALL, INC may accelerate the total sum due under the entire contract or terminate this Agreement and exercise any available rights.

4. TERMINATION – A. If CUSTOMER provides notice of your intent to terminate during the first ninety (90) days of coverage, you will only be responsible for charges equal to the monthly charges for a 12-month period of coverage. After the first ninety (90) days of coverage, you may provide notice to terminate the Agreement subject to a termination charge equal to the monthly charges for the period remaining. B. CUSTOMER may terminate this Agreement for any reason at the end of the Initial Term by giving written notice to the other



vCare Support Services Contract Terms & Condition, v.3

party not less than sixty (60) days and not more than ninety (90) days prior to the contract anniversary end date as set forth on the vCare Support Services Contract. C. CUSTOMER may terminate this contract without penalty during the contract term if and only if CUSTOMER purchases an upgraded Phone System from Votacall. If CUSTOMER purchases an Avaya system, CUSTOMER is expected to renew "like for like" Support Services from Votacall. If CUSTOMER purchases Votacall's Cloud Voice product, Votacall will not require a new "like for like" Support Services contract. Votacall reserves the right, at its sole discretion, to suspend, or terminate the vCare Help Desk Contract without advance notice for any reason, including but not limited to, CUSTOMER'S breach of this Agreement, CUSTOMER'S failure to pay any sum due hereunder, misuse of the vCare Help Desk Support Service, a change in the CUSTOMER'S onsite and/or technical Environment that adversely affects Votacall's ability to provide Help Desk Support Service, any action and/or behavior that limits or prevents Votacall from providing timely vCare Help Desk Service to CUSTOMER or other vCare Help Desk CUSTOMERS and any change, activity, action or behavior by Customer that in any way adversely affects Votacall's ability to deliver vCare Help Desk Service, Votacall or the use of the vCare Help Desk Service by other Votacall vCare Help Desk CUSTOMERS. Votacall reserves the right to determine, at its sole discretion, the changes, actions, activities and/or behavior that constitutes termination of the vCare Help Desk Service and CUSTOMER agrees that Votacall's determination is final and binding on CUSTOMER. Unless terminated in accordance with this Agreement, the Agreement shall automatically be renewed after the Initial Term for a Term equal to the initial Term. Either Party may terminate this Agreement solely in accordance with the provisions within this Agreement.

5. EXCLUSIVE REMEDIES AND LIMITATIONS OF

LIABILITY – a. the entire liability of VOTACALL, INC and its subsidiaries, affiliates and subcontractors, (and the directors, officers, employees, agents, representatives, subcontractors, and suppliers of all of them) and your exclusive remedies for any

damages caused by any product defect or failure, or arising from the performance or non-performance of any work or service, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be: (1) for VOTACALL, INC. your sole remedy shall be to cancel this agreement without incurring cancellation charges if VOTACALL, INC fails to correct such failure within thirty (30) days of receipt of your written notice; (2) for damages to real or tangible personal property or for bodily injury or death to any person, VOTACALL, INC shall not be liable for the following types of damages: (1) indirect or incidental damages, and (2) special or consequential damages, including but not limited to: lost profits, savings, or revenues of any kind, lost, corrupted, misdirected, or misappropriated data or messages; and charges for common carrier telecommunication services or facilities accessed through or connected to products ("toll fraud"). (3) FORCE MAJEURE – VOTACALL, INC shall have no liability for events beyond our control.

6. ASSIGNMENT – CUSTOMER may not transfer this Agreement without the prior written consent from VOTACALL. VOTACALL, INC may assign this Agreement to a present or future affiliate, subsidiary, successor, or distributor without your consent.

7. GOVERNING LAW / RESOLUTION OF DISPUTES. The Agreement and the relationship between CUSTOMER and Votacall shall be governed by the laws of the State of Massachusetts without regard to its conflict of law provisions. and that any dispute between the parties, including CUSTOMER'S failure to pay any sum due hereunder shall be heard in the Courts of the Commonwealth of Massachusetts, Suffolk County or the United States District Court for the Commonwealth of Massachusetts. If Votacall is required to commence legal action to enforce the terms of this Agreement, CUSTOMER shall be liable for attorney's fees and costs in connection with such legal action.

8. AGREEMENT- The terms and conditions of this Agreement constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services.