

1. FRAFOS SUPPORT LEVEL SERVICES

The FRAFOS Support Services Program provides comprehensive support to our partners in every stage of deployment, from design and planning to ongoing support.

13.1. Introduction

FRAFOS support plan includes the following:

- Telephone support (9 am – 5 pm CEST, Monday through Friday)
- Web-based informational services
- Licensed software defect fixes for current release and one release back
- Technical support through Email.
- Licensed software subscription service for releases
- Critical on-site assistance

13.2. Definitions

The defined terms used in this Plan have the meanings set forth below:

Agreement – the FRAFOS EULA Agreement or any other license agreement between FRAFOS and Customer.

Covered Products – the Licensed Software. A Covered Product ceases to be a Covered Product when the Agreement is amended to exclude such a Covered Product, or if Customer fails to pay support fees or subscribe to or renew a Support Plan.

Defect or **Defective** – any instance where Licensed Software does not substantially perform in accordance with its applicable specifications. Defect severity levels are described in Section **Error! Reference source not found.** of this document.

Fix – a change in Licensed Software or documented procedures which remove a Defect.

GA – General Availability software

Licensed Software – the FRAFOS Software and Third Party Software licensed to Customer under the Agreement.

Maintenance Release – a Maintenance Release may be offered within a software release lifecycle and will contain adaptations, omissions and defect fixes. Each new Maintenance Release supersedes the previous version as the de-facto GA version of the major or minor release.

Major Release – a new version of the Licensed Software that involves major feature changes.

Patch Release – a version of the Licensed Software that includes defect fixes for a Major or Maintenance release.

Support Plan – Support Plan described within this document.

Term – the initial Support Plan terms and any renewal terms, as provided in Section **Error! Reference source not found.**, in respect of which all support fees shall have been paid.

Workaround – a method by which a user of the Licensed Software can, by making a limited number of procedural or configuration changes, prevent the occurrence or re-occurrence of a problem or Defect.

Any capitalized terms not defined in this Plan will have the meanings set forth in the Purchase Agreement between FRAFOS and the Customer. If there is any conflict between the terms of this Plan and the Purchase Agreement, the Purchase Agreement shall control.

13.3. Services Description

The following information services are made available to FRAFOS Customers who subscribe to a Support Plan. These services are intended to provide our Customers access to information as it becomes generally available to all Customers over several media types (e-mail, Web access, training sessions, etc.).

Web Features

Informational services are provided via FRAFOS Web site to all Customers who subscribe to a Support Plan.

Product Documentation

FRAFOS product manuals, including Administration & Configuration and Maintenance & Troubleshooting guides, can be downloaded from FRAFOS Web site by subscribing Customers.

Technical Support Bulletins

Technical Support bulletins are periodically published to communicate updates to the Support Services Web site and other non-critical information pertaining to the supportability of the FRAFOS products.

Online Helpdesk and Trouble Ticket Acknowledgement

Trouble tickets can be opened through the FRAFOS Web site to report problems with the FRAFOS solutions and to request information. Trouble tickets are used to track all support calls. This is designed to allow Customers one-stop support inquiry and submission, available 24 hours a day.

New trouble tickets are acknowledged as they are opened by Customers in the ticketing database on the FRAFOS Web site. An e-mail will be sent to the ticket submitter and will include, at a minimum, the description of the request and the ticket number. E-mail notifications will also be sent to the ticket submitter when the status of the ticket is changed and when notes are added to the ticket.

13.4. Technical Support

Technical support is available to Customers in the form of telephone support, Web-based support, and optional on-site support. These support services are available to all Customers who subscribe to a Support Plan, except where otherwise indicated.

Helpdesk Support

Trouble tickets should be opened through the FRAFOS Support Services Ticket System. Customers can ask for access to the Ticket system by Email to support@fracfos.com.

Technical support can be available for subscribers of the FRAFOS Support Plan also outside of the regular help desk working hours. Technical support can be reached by Email to support@fracfos.com unless indicated otherwise.

Telephone Support, 8am-5pm CEST

The normal hours of coverage are 8:00 am to 5:00 pm CEST Monday through Friday, excluding FRAFOS holidays. A list of FRAFOS holidays will be provided upon request. Technical support can be reached by calling **+493057706930** unless indicated otherwise.

NOTE: Telephone support is not intended to replace FRAFOS' technical training courses.

Critical On-site Assistance

On-site assistance shall be provided by FRAFOS in the event that all efforts for remote troubleshooting of a problem were unsuccessful. The Customer and FRAFOS Technical Support shall attempt to troubleshoot and repair a problem through telephone consultation and remote support. If FRAFOS and the Customer are unable to collect the appropriate amount of data required to analyze and correct the Defect, then FRAFOS will, at its discretion, send qualified technical personnel to the relevant in-service site in an effort to obtain the relevant data. The Customer shall make personnel available at the in-service site who have been previously trained in the FRAFOS technical training program. In the event that the on-site support performed by FRAFOS is in relation to level 3 support activities, FRAFOS bears the right to invoice CUSTOMER based on their professional service rates.

Installation

On-site visits for installation, configuration and integration assistance by FRAFOS technical personnel is considered a Professional Service and will be at the Customer's expense. The Customer will provide assistance to FRAFOS technical personnel during on-site visits.

13.5. Software Updates

Licensed Software maintenance is available for the current release and the immediately previously issued Major Release, for a period of 30 months per Major release, beginning from the general availability date. At FRAFOS' discretion, Fixes may take the form of Patch Releases or Maintenance Releases. A Major Release is considered current until such time as a subsequent Major Release is made generally available by FRAFOS to all of its Customers.

FRAFOS will provide Major Releases, Maintenance Releases and Patch Releases to Licensed Software features purchased, as they become available. This does not include additional Licensed Software modules not previously purchased by Customer or new features which FRAFOS licenses separately.

Customer agrees also that the use of any and all Major Releases, Maintenance Releases, Patch Releases, updates, changes, improvements, revisions, data or documents furnished by FRAFOS in connection with the support services described hereunder shall be licensed under the terms of the Agreement.

13.6. PROFESSIONAL SERVICES

If Customer so elects, FRAFOS will provide professional services to Customer including, without limitation, consulting services, installation services, technical education, and program management services (“Professional Services”) on terms and conditions to be set forth in a separate, written Statement of Work between the parties. Any revisions to the Licensed Software delivered by way of Professional Services shall be treated for all purposes as Licensed Software and licensed under the terms of the Agreement. The following Professional Services may be obtained from FRAFOS:

CONSULTING SERVICES

FRAFOS offers, as a Professional Service, the following consulting services to Customers during the planning and implementation of new offerings.

Planning Consultations

Includes an in-depth review of project objectives

Matches specific needs with FRAFOS technologies that best address the business objectives of time, cost and reliability

Product and Service Objective Analysis

Includes identification of best practices for FRAFOS Covered Product configuration to meet application objectives

Includes availability, maintainability, redundancy, and sparing schemes

Network Engineering & Design

Includes block level architecture discussion and analysis

Includes detailed call flow analysis and in-depth review of call models and traffic analysis for network optimization and reliability

Includes operational support system interface consultation including network management, provisioning and diagnostic interfaces

INSTALLATION SERVICES

FRAFOS offers, as a Professional Service, on-site assistance to its Customers for various operational activities related to FRAFOS Licensed software. On-site assistance is provided by FRAFOS technical personnel. Installation services may include:

- Configuration of the FRAFOS solutions System to communicate with management systems and other network elements
- Confirmation of connectivity to the IP data/signaling network and management networks
- Basic testing support to validate call flows and routing rules
- On-site and/or remote support during system integration and turn-up.
- Ongoing maintenance activities, including Licensed Software upgrades and configuration changes

TECHNICAL EDUCATION SERVICES

FRAFOS offers, as a Professional Service, a Technical Education program that includes a comprehensive training curriculum, designed to ensure that FRAFOS' Customer needs are addressed. Our training courses are a blend of presentation, discussion and hands-on labs. The courses are flexible and modular in nature and can be delivered on Customer's premises. We focus on sharing knowledge and creating skills based on the process, products, tools, and methodologies required for our Customers to perform their jobs effectively and efficiently.

13.7. RESPONSIBILITIES

CUSTOMER

Operations

It is the Customer's responsibility to operate and manage its systems and to perform first tier activities ("Tier 1" activities). Tier 1 activities include monitoring, maintaining, administering and troubleshooting Defects that occur with the FRAFOS products. FRAFOS-trained customer personnel should be on site to provide Tier 1 diagnostics, maintenance and administration. On-site visits for operational support (i.e. configuration changes, physical installation) by FRAFOS technical personnel are considered Professional Services and will be at the Customer's expense.

- The following is a list of Tier 1 activities that the Customer is responsible for:
- Operate the system on a 24x7 basis and be available for on-call or on-site assistance 24x7.
- Perform system administration, including adds, changes and other updates to the Licensed Software configuration that are recommended by FRAFOS.
- Perform system back up and restore, including creating local system back ups of the Licensed Software on various media as required.
- Monitor system alarms.

- Perform system diagnostics and take corrective actions as necessary.
- Be fully capable of using network monitoring test equipment. Provide traces to FRAFOS support personnel when requested.
- Maintain various maintenance logs.
- Troubleshoot system Defects.
- Escalate Defects to Tier 3 as necessary.
- Perform routine maintenance: review system statistics to ensure system performance.

Remote Support Access

FRAFOS' technical support engineers are capable of performing a number of system diagnostic routines with the FRAFOS solutions via high-speed IP access. Remote troubleshooting is designed to eliminate costly downtime and reduce the repair time.

FRAFOS requires Customers to provide remote access to the FRAFOS solutions via the Internet. Without this access, repair times may be extended significantly. The use of a firewall or other appropriate security measures is also recommended and is the Customer's responsibility.

FRAFOS

FRAFOS' Technical Support provides second and third level support to Customers ("Tier 2" and "Tier 3" support). Support is provided primarily through the use of remote access to the Customer's FRAFOS products.

- The following are Tier 2 and Tier 3 activities:
- Troubleshoot and isolate all complex Defects as escalated from Tier 2 personnel.
- Provide status updates and fixes to Tier 3 for escalated Defects.
- Utilize advanced analysis tools and procedures.
- Analyze log files.
- Assist Customer in applying new software releases.

13.8. Product Warranty and Support Plan Coverage

Support services for Covered Products will begin upon system shipment. FRAFOS reserves the right not to renew a Support Plan for any reason. Support Plan terms must be continuous. Loss of term continuity may affect the ability to purchase a Support Plan.

13.9. Support Plan Renewal

Support Plans must be renewed on an annual basis upon payment no later than thirty (30) days prior to the expiration of the then-current Support Plan term and multi-year plans are available. The initial term will one (1) year. Renewal of the plans(s) shall be subject to FRAFOS quotation and

receipt of purchase order. FRAFOS reserves the right to modify its prices. Such modifications shall become effective as of the next annual renewal of the applicable Support Plan. FRAFOS shall provide the Customer a minimum of thirty days prior written notice of price increases.

Exclusions

Coverage under the Support Plans does not apply if:

- Repair or replacement of a Covered Product is required as a result of causes other than normal use, including without limitation, repair, maintenance, alteration or modification of the Covered Product(s) by persons other than FRAFOS or FRAFOS-authorized personnel; abuse, accident, fault or negligence of the Customer, operator error or improper use or misuse of the Covered Product(s);
- Customer does not install corrections or enhancements to the Covered Products that are made available by FRAFOS.

13.10. Problem Severity Levels & Response Guidelines

Overview

The Customer initially assigns a severity level to each Defect as it is reported to FRAFOS and using the definition guidelines below, with the final severity level to be mutually agreed upon by the parties. The severity level of the Defect will determine response times and internal escalation rules. Severity level definitions, response criteria and escalation procedures are described below.

Problem Severity Definitions

Critical Defect

The system is inoperable, causing a complete loss of service in a production environment. No Workaround or recovery is immediately available.

Major Defect

A major system function is not operating according to FRAFOS specifications, resulting in a loss of service and no Workaround is immediately available. The use of a feature is restricted but the system is not completely inoperable.

Minor Defect

A minor inconvenience occurs but does not significantly impact operation of the system. Some functional restrictions exist, but there is no critical or severe impact on operations.

Inquiries & Cosmetic Issues

Technical questions regarding Covered Product features, functionality or operation. An anomaly exists that does not impact system operation.

Request for Enhancement (RFE)

An enhancement that is not available and/or cannot be configured in the existing Licensed Software and, therefore, requires future development at FRAFOS's discretion.

13.11. Response Guidelines

FRAFOS will acknowledge and use commercially reasonable efforts to provide a Fix or a Workaround (as set forth below), if FRAFOS determines that such Workaround would be an adequate response. In the case of a Workaround for a Critical or Major Defect, FRAFOS will use commercially reasonable efforts to provide a permanent Fix within the next release.

CRITICAL

A FRAFOS Technical Support Engineer will use commercially reasonable efforts to acknowledge the reported Defect within four hours. Resources will remain allocated until an emergency Fix or Workaround is developed and available to the Customer. The objective will be to provide a Workaround solution until a Fix is available.

The Customer will receive, at a minimum, a daily report on the status of the resolution until the Customer has resumed normal business activities. More frequent status reviews may be scheduled if required by the Customer or situation.

MAJOR

A Major trouble ticket will be acknowledged by FRAFOS within four hours of the reported Defect. If escalation is required, then an engineer will be assigned to the Defect within eight hours. The objective will be to provide a Workaround solution as soon as possible with a final solution or Fix as soon as possible after that.

The Customer will receive a report on the status of the resolution every one to two working days or as deemed necessary. If a Workaround exists and the resolution is to be deferred to the next release of Licensed Software, this will be reported to the Customer and no further status reporting on this item will occur unless there are changes to the release schedule.

MINOR

A Minor trouble ticket will be acknowledged by FRAFOS within one day of the reported Defect. A Minor Defect will be reviewed within ten working days, and if a Licensed Software Fix is required to resolve the Defect, then the issue will be assessed for inclusion in the next general release.

INQUIRIES & COSMETIC ISSUES

Inquiries and cosmetic issues reported as trouble tickets will be acknowledged by FRAFOS within two days of the ticket submittal. Anomalies with the system, such as misspellings, will be reviewed for inclusion in a future release.

13.12.Customer Escalation

The Customer and FRAFOS will develop and periodically update an escalation list of management employees responsible for the support of FRAFOS Covered Products. The list will include relevant telephone numbers for each management employee. Use of such list will be subject to compliance with FRAFOS' privacy policies as may be provided to Customer.