



SUPPORT SERVICES

All capitalized terms not defined in this Exhibit C shall have the meanings attributed to them in the Agreement.

1. SUPPORT SERVICES

Versa will provide End User and Reseller with technical support, available by telephone or email to assist End User and Reseller with its technical and operational inquiries related to the use of the Software. Versa will provide, maintain and operate a help desk staffed by Versa personnel with the required knowledge and expertise to respond to service calls, including, but not limited to, responding to technical or operational inquiries, creating electronic trouble tickets, assigning severity levels, and facilitating the resolution of the issue.

As part of Support Services, End User and Reseller will be entitled, without additional charge, to receive all Updates and Upgrades (when and if generally available). Versa will make available to End User and Customer, each Update or Upgrade no later than 30 days after the date on which it first becomes commercially available to Versa's End Users.

Support Services shall be conducted in the English Language.

Optionally, the following support services will also be available for End User and/or Reseller:

Designated Tech Support:

Versa Designated Tech Support service provides access to a designated team of senior engineers for troubleshooting, support, in-depth diagnostics, and root-cause analysis for critical and complex network issues. Designated Tech Support consist of named engineers who are assigned to your account such that they know your network details, your case history, and your engineering team reps. Knowledge of your network, your history and the established relationships with senior engineers in Versa provide you very effective Tech Support experience by getting into the details of the issue right away.

Designated Tech Support provides a tailored and personalized support experience helping you get the most focused and responsive technical support for your mission critical network.

Service Availability: 8 hr x 5 days during your theater's business hours. Outside of Designated Tech Support hours, calls get answered by the Versa Tech Support teams on a 24 hr x 365 days basis.

Versa Resident Engineer Service:

Versa Resident Engineer Service provides on-site Tech Support and provides highly customized operational assistance to your organization. Versa Resident Engineer focuses on all technical aspects of your Versa Networks products and solution and by being on site, Versa Resident Engineer works daily alongside your staff at your location, and becomes thoroughly familiar with your unique processes and requirements, your network's specific configurations and challenges, and your staff's strengths and limitations. This means that your Versa Resident Engineer can help you avoid many network issues before they arise—and is fully prepared to help resolve issues



quickly when they do occur. Versa Resident Engineer also assists with deployment, and day-to-day operations.

Typical Versa Resident Engineer activities include:

- Helping build network configurations and/or analyzing network configurations
- Testing Versa product features, functionality and new versions of Versa OS
- Helping your staff bring up new sites
- Troubleshooting network issues and supporting operations
- Providing regular updates on work in progress and current issues
- Providing informal technical and product workshops
- Helping your staff develop network and equipment operating procedures

Service Availability: Regular hours for Resident Engineer is 8 hr x 5 days during your office hours. Outside of Resident Engineer hours, calls will have to be generated to Versa Tech Support and Versa Tech Support will provide coverage on a 24 hr x 365 days basis

2. CUSTOMER OBLIGATIONS

Customer will provide Versa access to the Software as reasonably required to perform the Support Services. Versa may require remote online access to perform system diagnostics and maintenance. If Customer is unable to provide remote access, onsite support may be available for an additional charge.

Customer shall also provide to Versa all information reasonably required to enable Versa to provide the Support Services, which may include but not be limited to Software versions, configurations, logs, details of other software used in combination with Software, and error conditions.

Customer's staff shall be trained and familiar with the use and operation of the Software.

3. SUPPORTED SOFTWARE

Upgrades of Software are supported for 2 years from the date of the first release.

Updates of Software are supported for the longer of two timeframes of either (a) 6 months from the date of release of its respective Upgrade or (b) 2 months after a subsequent Update.

4. SERVICE LEVELS



“Severity Level 1 (Critical)” shall mean an error in Software or any component thereof that materially impairs, for most of its users, the use of a service or product provided by Customer.

“Severity Level 2 (Urgent)” shall mean an error in Software or any component thereof, that materially impairs, for any of its users, the use of a service or product provided by Customer.

“Severity Level 3 (Important)” shall mean an error that disables a specific non-critical function of Software, such as the reporting capabilities of the service or product provided by Customer. The lost functionality impairs the operations to a degree that inhibits normal Customer system functions, but does not affect or otherwise impair the use of the service or product provided by Customer. The error does not result in disruption of service, but requires a manual Workaround for use of Software.

“Severity Level 4 (Monitor)” shall mean an error in Software or component thereof that has no significant effect on the functionality of Versa Software and causes only minor inconvenience to the Customer system’s users (such as cosmetic problems in the user interface of the service or product provided by Customer). Includes general questions by Customer regarding the functionality of Software.

5. ERROR RESPONSE

Error Response. Versa will use reasonable best efforts to meet or exceed the following:

Severity Level	Acknowledgment Response Time	Time to Restore and Time to Workaround
Severity 1	Within 30 minutes	2 days to Restore. 4 hours to Workaround.
Severity 2	Within 1 hour	3 days to Restore. 8 hours to Workaround.
Severity 3	Within 1 Business Day	10 days to Restore. 2 Business Days to Workaround.
Severity 4	Within 2 Business Days	Next regular Update or a mutually agreed upon time frame.

“Workaround” means a temporary solution to a problem that allows the Software to function without material impairment.

If Versa cannot provide a final resolution within the applicable time to restore specified in the table above, Versa shall provide a Workaround within the periods stated and shall work diligently using its reasonable efforts to provide a final resolution: (i) for Severity 1 and 2 errors, within (2 weeks after the receipt of notice of the error by Versa from Customer; and (ii) for Severity 3 and 4 errors, within the next scheduled Update or Upgrade.

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Designated Tech Support provides a tailored and personalized support experience helping you get the most focused and responsive technical support for your mission critical network.

Service Availability: 8 hr x 5 days during your theater's business hours. Outside of Designated Tech Support hours, calls get answered by the Versa Tech Support teams on a 24 hr x 365 days basis.

Versa Resident Engineer Service:

Versa Resident Engineer Service provides on-site Tech Support and provides highly customized operational assistance to your organization. Versa Resident Engineer focuses on all technical aspects of your Versa Networks products and solution and by being on site, Versa Resident Engineer works daily alongside your staff at your location, and becomes thoroughly familiar with your unique processes and requirements, your network's specific configurations and challenges, and your staff's strengths and limitations. This means that your Versa Resident Engineer can help you avoid many network issues before they arise—and is fully prepared to help resolve issues quickly when they do occur. Versa Resident Engineer also assists with deployment, and day-to-day operations.

Typical Versa Resident Engineer activities include:

- Helping build network configurations and/or analyzing network configurations
- Testing Versa product features, functionality and new versions of Versa OS

- Helping your staff bring up new sites
- Troubleshooting network issues and supporting operations
- Providing regular updates on work in progress and current issues
- Providing informal technical and product workshops
- Helping your staff develop network and equipment operating procedures

Service Availability: Regular hours for Resident Engineer is 8 hr x 5 days during your office hours. Outside of Resident Engineer hours, calls will have to be generated to Versa Tech Support and Versa Tech Support will provide coverage on a 24 hr x 365 days basis

6. CUSTOMER OBLIGATIONS

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Customer's staff shall be trained and familiar with the use and operation of the Software.

7. SUPPORTED SOFTWARE

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Updates of Software are supported for the longer of two timeframes of either (a) 6 months from the date of release of its respective Upgrade or (b) 2 months after a subsequent Update.

8. SERVICE LEVELS

“Severity Level 1 (Critical)” shall mean an error in Software or any component thereof that materially impairs, for most of its users, the use of a service or product provided by Customer.

“Severity Level 2 (Urgent)” shall mean an error in Software or any component thereof, that materially impairs, for any of its users, the use of a service or product provided by Customer.

“Severity Level 3 (Important)” shall mean an error that disables a specific non-critical function of Software, such as the reporting capabilities of the service or product provided by Customer. The lost functionality impairs the operations to a degree that inhibits normal Customer system functions,



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“Severity Level 4 (Monitor)” shall mean an error in Software or component thereof that has no significant effect on the functionality of Versa Software and causes only minor inconvenience to the Customer system’s users (such as cosmetic problems in the user interface of the service or product provided by Customer). Includes general questions by Customer regarding the functionality of Software.

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