

LogicomUSA
Service Schedules

SCHEDULE A: LogicomUSA CLOUD SERVICES

This Schedule A (this "Schedule") provides a description of the LogicomUSA Cloud Service offering (the "LogicomUSA Cloud Service" or "LogicomUSA") of LogicomUSA ("LogicomUSA" or the "Provider"), which, to the extent ordered by Customer pursuant to a Service Order, shall be incorporated into and become a part of the Cloud Services Agreement between Provider and Customer (together with any written amendments thereto between the Parties, the "CSA"). Any defined terms used herein and not otherwise defined shall have the meanings ascribed thereto in the CSA.

The Service Order for the LogicomUSA Cloud Service may include minimum monthly financial commitments by Customer ("Monthly Minimum Commitment"). To the extent applicable, Customer agrees to pay Provider each month during the service term set forth in the Service Order ("Service Term") the Monthly Minimum Commitment or, if higher, the applicable charges for Customer's actual usage of the LogicomUSA Cloud Service, all on a pre-paid basis, and otherwise on the terms and conditions set forth in the CSA.

Customer will select from and pay for, on a pre-paid basis, one of the following bundled offerings of the LogicomUSA Cloud Service (each such bundled offering, a "Service Plan"): (1) "Reseller Basic Service Plan", (2) "Reseller Pro Service Plan". These Service Plans are considered bundled and inclusive of all "Standard Cloud Services" listed in section A.4.

A.1 RESELLER BASIC SERVICE PLAN

Customer will have access to software and services which include the following:

LogicomUSA Applications

- a. Smart PBX w/ basic provisioning support (dial-tone only)
- b. Porting Manager
- c. Accounts Manager

A.2 RESELLER PRO SERVICE PLAN

Customer will have access to software and services defined in Schedule A.1 ("Reseller Basic Service Plan"), plus the following additional items:

LogicomUSA "Pro" Applications

- a. SmartPBX w/ BLF + Park Provisioning Support
- b. Number Manager (Manage numbers, number ports and number purchases)
- c. User Portal (Allows users to login and see voicemails, turn on call-forwarding, etc.)
- d. Branding App
- e. Reseller Reporting Tool
- f. Debugging Tool (Allows you to see current registrations and debug common issues)
- g. PBX Connector (Allow you to provide SIP trunks to 3rd party PBXs)
- h. Advanced Provisioning Services
- i. Advanced Callflow Editor (drag & drop callflow management)

A.4 STANDARD CLOUD SERVICES

By subscribing to a LogicomUSA Cloud Service in Schedule A.1 or A.2 above, Customer will also receive a set of standard services when utilizing the LogicomUSA Cloud Service. These services are only available in conjunction with an active subscription to one of the services in Schedule A.1 or A.2.

Customer will have access to the LogicomUSA Cloud Service which is located on servers provided by and managed by the Provider. These servers are shared with other Provider customers. Services are limited to those selected by Provider, at the discretion of Provider, based on common demand and feasibility in a shared environment. Default applications are defined in the corresponding schedule containing service descriptions for Services to which Customer may subscribe, where such applications and corresponding features are designed for use on a shared environment.

Customer understands and agrees that all property, upgrades, maintenance, and other operational duties related to operating and maintaining the shared cluster environment are at the discretion of the Provider. Provider retains ownership of, and rights to, all equipment and software residing on Provider's cluster.

INSTALLATION AND CONFIGURATION SERVICES

All Customers electing to use LogicomUSA Cloud Services agree to pay a setup fee in accordance with rates listed in the Service Order. This fee covers any training or setup work required by the Provider.

MIGRATION SERVICES

An additional consulting services fee applies when switching between Service Plans, to cover migration and re-configuration of existing services. This fee is in accordance with rates listed in the Service Order.

MONITORING SERVICES

Monitoring of Provider's shared cluster is included and is performed 24 hours a day, 7 days a week, 365 days a year. Customers may elect to opt-in to email notifications of critical issues, as they arise. Issues arising with the cluster will be posted at <http://status.Logicom.center>

PROVISIONING SERVICES AND INTERVALS

Following its acceptance of a Service Order for LogicomUSA Cloud Services, Provider shall notify Customer of the estimated availability date applicable to that Service Order. Provider shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided however that Provider's failure to provision by said date shall not constitute a breach of the CSA of which this Schedule constitutes a part.

MAINTENANCE SERVICES

Provider's standard maintenance window for Services is Friday, Saturday and Sunday from 11:00pm to 5:00am PST. Scheduled maintenance for LogicomUSA Cloud Services is performed during the maintenance window. Provider provides a minimum forty-eight (48) hours' notice for planned maintenance impacting LogicomUSA Cloud Service. All notifications will be sent via electronic mail to Customer's registered administrator, as listed in Customer's main account on the Customer Dashboard. Emergency maintenance is performed as needed without advance notice to Customer.

Maintenance for off-net Services shall be performed in accordance with the applicable third-party service provider rules. Therefore, off-net Service may be performed without advance notice to Customer.

SERVICE LEVEL AGREEMENT (SLA)

Provider commits to uphold the standard Service Level Agreement ("SLA") for LogicomUSA Cloud Services regarding hosted platform availability. Service Credits delivered as remedies in conjunction with this SLA represent Provider's sole responsibility and the Customer's sole remedy related to the LogicomUSA Cloud Services. Customer agrees to conform to the terms and conditions of the SLA, which are subject to change. Any changes will be sent to the Customer.

USERS, DEVICES AND FLAT-RATE PLANS

Service Plans are billed either per-device or per-user. The type of billing utilized is listed on your Service Order.

If your service order specifies a service plan which is billed per-device: A device is defined as "any device configured in the LogicomUSA Cloud Service portal at any time during a monthly billing period" and includes hard phones/devices, virtual devices, soft phones, call forwarding devices, landlines and cell phone forwarding.

If your service order specifies a service plan which is billed per-user (also referred to as a "seat"): A user (or "seat") is defined as "any user configured in the LogicomUSA Cloud Service portal at any time during a monthly billing period" and includes system users, admin users, or any other type of user. The number of devices assigned to a user in this scenario is not relevant. In this scenario, the number of active calls on a single account is limited to the total number of users on that account. An active call is known as a "call path" and implies a single phone call either inbound, outbound or extension to extension. For example, if Customer configures five users and ten devices, only five devices may have a single active call at any given time because only five users are configured. A sixth device attempting to make a call would receive a busy signal. Participants on a conference call also count as a single active call path per participant. If a customer has a user whom is on the phone with two parties at the same time, that counts as utilizing two call paths for the account.

ANCILLARY SERVICES

Customer understands and agrees that some services which comprise the LogicomUSA Cloud Services may be provided by a third-party, such as voice minutes, E911 connectivity, and network connectivity. These third parties may charge fees for unusual, erroneous or extraneous use of their services. Provider reserves the right to warn Customer if unexpected fees are incurred. These fees will be passed on to Customer as its responsibility if the activity/behavior causing the additional fees continues. Such fees include E911 misconfigurations, fraudulent calls, dialer traffic, high call failure rates (telemarketing), Caller ID spoofing and other such use or abuse of the LogicomUSA Cloud Services.

SERVICE RESTRICTIONS

This offering does not include support for the following:

- * Credit card machines are not supported
- * Alarm systems are not supported
- * Fax machines are best effort

- * Battery backups are the responsibility of the reseller to install and maintain
- * TDD machines are not supported

EMERGENCY BLOCKING

The Parties agree that if either Party, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the Party, after engaging in reasonable and good faith efforts to notify the other Party of the need to block, may block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements. The Parties further agree that none of their respective obligations to one another under the CSA will be affected by any such blockage except that the Party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which are blocked and that no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such blockage. Provider is thus not responsible for damages incurred by Customer or Customer's client(s) due to service issues in this context.

All change and service notifications will be sent via electronic mail to Customer's registered administrator, as listed in Customer's main account on the Customer's Dashboard.

SCHEDULE B: LogicomUSA SUPPORT SERVICES

This Schedule B (this "Schedule") provides a description of the LogicomUSA Cloud Service offering (the "LogicomUSA Cloud Service") of LogicomUSA, Inc. ("LogicomUSA" or the "Provider"), which, to the extent ordered by Customer pursuant to a Service Order, shall be incorporated into and become a part of the Cloud Services Agreement between Provider and Customer (together with any written amendments thereto between the Parties, the "CSA"). Any defined terms used herein and not otherwise defined shall have the meanings ascribed thereto in the CSA.

The Service Order for the LogicomUSA Support Services may include minimum monthly financial commitments by Customer ("Monthly Minimum Commitment"). To the extent applicable, Customer agrees to pay Provider each month during the service term set forth in the Service Order ("Service Term") the Monthly Minimum Commitment or, if higher, the applicable charges for Customer's actual usage of the LogicomUSA selected Support Plan, all on a pre-paid basis, and otherwise on the terms and conditions set forth in the CSA.

In the Service Order, Customer must elect one of the four support plans listed below. Regardless of the plan selected, Customer must always provide a first-level ("Tier 1") response. Only Customer's authorized representatives can access Provider's support services.

In order to access Provider's Tier 2 service (defined in B.1 below) support, Customer shall input the following information in the designated LogicomUSA Support portal located at <http://help.Logicom.center>

- a. Advise Provider of standard operating procedures and environmental conditions related to Customer's business practices so that Provider can effectively communicate cases with Customer in the context of Customer's business environment.
- b. All Tier 1 support will be provided by Customer rather than Provider. Tier 1 support includes, but is not limited to:
 - (a) Client Communication: Speaking with Customer's client, end user, or other relevant party;
 - (b) Examples and Call Logs: Collecting call logs, Wireshark captures, specific information from the client about the service-related issue, including the relevant phone number(s) and the time(s) and date(s) relating to the issues.
 - (c) Reproducibility: All issues should be reproduced by Customer prior to escalating the issue to Provider for Tier 2 support.
- c. Customer understands and agrees that if issues presented to Provider are better characterized as Tier 1 support issues, Customer is still responsible for paying Provider the then-applicable Tier 2 service fees for such time and support.

Customer further understands and agrees that the following terms and conditions apply to any Tier 2 or Tier 3 support (defined in B.5 below) provided by LogicomUSA:

- a. Standard Service support is provided from 8:00 am EST to 7:00 pm EST (Provider's "Business Day")
- b. After-hours support requests by Customer will be deemed received the next Business Day.
- c.

Tier 2 Support is provided only directly to the Customer; Tier 2 support does not include any interaction or involvement with others, including, without limitation, Customer's clients.

- d. Provider's targeted response time is within one (1) Business Day.
- e. Provider will employ commercially reasonable efforts to provide responses and resolution times as quickly as feasible, but Customer understands and agrees that LogicomUSA assures no guaranteed response or resolution time.
- f. All time will be tracked from the initial call or email (when read and support thereon begun) to the LogicomUSA Support Team, in each case as documented by LogicomUSA.

B.1 Support Level Definitions

Support Tiers

Provider shall provide Customer support via the following support tiers:

Tier 1 Support: Assist with product operation, basic configuration, or basic troubleshooting. If an issue exists, the Customer's Tier 1 Support representative will create a case documenting the problem and determine the basic source of the issue where possible, based on the end-customer's information. This tier is always the responsibility of the Customer and not supported by Provider in any instance.

Tier 2 Support: Ability to support complex problem isolation and determine product defects. Can access simulation systems and perform interoperability testing with other carriers, providers or equipment. Can provide workarounds and capture traces. This tier is a joint effort between Customer and Provider.

Tier 3 Support: Can fix software bugs or introduce complex workarounds. Final escalation tier for issues Tier 2 is unable to resolve. This tier is a joint effort between Customer and Provider.

B.2 Issue Priority Definitions

In all Customer engagements, including online tickets and support requests, problem priorities must be classified in accordance with the following guidelines (with Priority 1 issues being the top-priority issues, decreasing as the priority's numerical classification ascends 2 thru 4):

Priority 1: The Customer's production network is down, causing critical impact to business operations if service is not restored quickly. No workaround is available. LogicomUSA and Customers are willing to commit full-time resources around the clock to resolve the situation. LogicomUSA agrees to target a 30-minute response time. The problem will be escalated within two (2) hours after initially reported.

Priority 2: Customer's production network is severely degraded, impacting significant aspects of business operations and over 50% of users. No workaround is available. Customer and LogicomUSA agree to target a 60-minute response time. Customer and LogicomUSA is willing to commit full-time resources during business hours to resolve the situation. The problem will be escalated, with an initial address no later than four (4) hours after initially reported.

Priority 3: Customer's network performance is degraded. Network functionality is noticeably impaired but most business operations continue. Customer and LogicomUSA agree to target a response time within four (4) hours to acknowledge the situation and commit resources during business hours. The problem will be escalated, with an initial address no later than 72 hours after initially reported.

Priority 4: Customer requires information or assistance on product capabilities, installation, or configuration. Customer and LogicomUSA agree to target a response time within four (4) hours to acknowledge the situation and commit resources during business hours. The problem will be escalated, with an initial address no later than 96 hours after initially reported.

B.3 Emergency Support

Based on the Support Level selected by Customer, Customer may receive access to submit Emergency Support tickets. Emergency Support is defined as any support ticket submitted to the system outside of the times defined in the Support Level designated on the Service Order. Emergency Support is only provided for Priority 1 or Priority 2 issues, as defined in B.2 "Issue Priority Definitions".

