

CallThru[®] Support Services Policy

Comtronic Systems LLC (“Comtronic”) offers three types of Support Services (for additional fees, as set forth below) to licensees of Debtmaster and CallThru who have signed and returned the Comtronic Software License Agreement issued with their Debtmaster Software and CallThru Systems (“Licensees”):

- 1 – Technical Support Services; and
- 2 – Emergency Only Support Services; and
- 3 – Prearranged Technical Service.

Comtronic’s Support Services Policy (“Policy”) for these three types is set forth below.

The terms and conditions of this Policy may be modified by Comtronic from time to time and without notice. All modifications shall be effective fifteen (15) days after being posted to Comtronic’s web site (www.comtronic.com). Use of Support Services after the effective date of any modification shall constitute consent to the Support Services Policy terms and conditions as modified.

I. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all types of Support Services

1. Use.

Requests for Support Services may be submitted by telephone, email, fax or mail to Comtronic during the hours set forth in Paragraph 2 below. Comtronic will respond to requests for Support Services in the following order of priority: (1) incoming telephone calls; (2) email transmissions; (3) phone and fax messages; and (4) mail or courier messages. Licensees with a critical need for Support Services should remain on the line rather than leaving a message. There is no limit on the number of calls which may be placed during any day, however, at Comtronic’s sole discretion a specific telephone call may be limited to thirty (30) minutes in length.

2. Accessibility.

Technical Support Services are generally available from 6am to 11am, and noon to 4pm, Pacific Standard Time, Monday through Friday, with the exception of holidays and between 3pm and 4pm each Wednesday and at other times as necessary and at Comtronic’s sole discretion. Comtronic will endeavor to provide Support Services during these hours, but does not guarantee that Support Services will be continuously available during these hours.

3. Response.

Comtronic endeavors to respond promptly to Support Services inquiries and requests. Response time will vary depending on availability of personnel, the number of inquiries and the difficulty of an inquiry. Depending on the circumstances, resolution time on some inquiries may be twenty-four (24) hours or longer.

4. Abuse.

Comtronic will not and cannot tolerate abusive calls and foul language. We will treat everyone in a professional manner, and we insist on the same treatment in return. Abusive calls will be terminated immediately. Comtronic shall have the sole right and discretion to determine when a call has become abusive, and Comtronic's determination shall be binding and conclusive.

Comtronic may, in its sole discretion, terminate Support Services for the remainder of the month, for any Licensee due to abuse. Terminating Support Services shall not entitle Licensee to any refund of any portion of that month's Software Maintenance fees.

5. No Warranty.

EXCEPT FOR THE LIMITED WARRANTY AVAILABLE FOR CUSTOM SOFTWARE AS PROVIDED BELOW, COMTRONIC MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS POLICY. COMTRONIC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED OR MODIFIED UNDER THIS POLICY.

6. Limitation of Liability.

All products and services provided under this Policy are subject to the limitations of liability set forth in the Comtronic Software License Agreement issued with the CallThru System and Debtmaster Software which is the subject of this Policy and incorporated herein by reference.

While providing remote access (such as GoToMeeting) or on-site Support Services, situations arise where data is at risk. Because Comtronic was requested to take this risk, even if by Comtronic's recommendation, Comtronic shall not be liable as a result of performance or non-performance of Support Services for loss of use, loss of profits, consequential, incidental, punitive or exemplary damages, even if it has been advised or is aware of the possibility of such damages. In any event, Comtronic's maximum liability to Licensee regarding any dispute involving remote access or on-site Support Services is limited to, and in no event shall exceed, the software maintenance fees actually paid to Comtronic by Licensee during one month period immediately preceding the claim.

7. Conditions.

Support Services are only available to Licensees who are current with all payments due to Comtronic, who have not been terminated from eligibility for Support Services, and who are otherwise eligible for Support Services.

It is expected that Licensee will configure their firewall to only allow SSH access to the CallThru PBX from the maintained public IP of Comtronic Systems. Additionally, SIP (udp/tcp 5060) and RTP (udp 10000-20000) should only be allowed from the recognized public IP's of Licensee's SIP provider.

8. Confidential Information.

Section 7 of the Debtmaster Software License Agreement requires the Licensee to comply with applicable laws, including laws respecting the disclosure of personal healthcare information. All printed reports and/or media containing protected health information (as that term is defined by HIPAA) provided to us for support purposes shall be clearly marked as "HIPAA PROTECTED HEALTH INFORMATION." Failure to do so releases Comtronic from all liability for damages and/or fines resulting from improper information disclosure.

9. Encryption.

Section 17 of the Debtmaster Software License Agreement requires the Licensee to use its best efforts to encrypt Licensee's data. There are significant risks to Licensee if Licensee does not encrypt its data. Licensee assumes all risks under federal and state notification and other laws which apply to data security, privacy, and confidentiality breaches of unencrypted data provided by Licensee to Comtronic. These laws regarding unencrypted data can result in, among other things, significant liability and expense for Licensee, adverse publicity for Licensee, and significant damage to the reputation and goodwill of Licensee's business. Comtronic reserves the right to refuse to accept or work with data of Licensee that has not been encrypted.

II. SERVICE TYPES

A. 1 – Support Services

1. Fees.

Comtronic includes Support Services to all CallThru Licensee's that are current with their Monthly Software Maintenance Fee.

2. Services Available.

Support Services include:

- ◆ Assistance with installation of licensed CallThru and Debtmaster Software, Maintenance Updates, and Enhancement Upgrades;
- ◆ Assistance with installation of workstations, servers and phone sets;
- ◆ Help to configure dial plan changes and any phone system changes;
- ◆ Guidance in setting up Voice Broadcasting campaigns;
- ◆ Assistance with backup concepts;
- ◆ Remote dial-in using GoToAssist and
- ◆ Assistance with a hardware warranty claims.

The following additional cost services may be available under Support Services, if requested by Licensee, exclusively for this billable work, as specified by Comtronic.

- ◆ Recovery of call recordings;
- ◆ Server Recovery from cyberattacks; and
- ◆ Network Analysis/Engineering Assistance.

Comtronic strives to answer all questions but cannot always guarantee a solution. Comtronic shall have sole discretion to determine whether or not a request for Support Services is included under Support Services. In some circumstances, Comtronic may have to direct a Licensee to hire a local hardware or operating system professional at Licensee's own expense.

Licensee agrees and assures Comtronic that prior to requesting our assistance via remote access to your system, that an adequate system backup was complete.

The oldest versions of the Debtmaster and CallThru that are eligible for Support Services are version 10.15 and version 3.0, respectively. Software versions eligible for Support Services are subject to change without notice as provided above, and any such change will be posted to Comtronic's web site (www.comtronic.com).

B. 2 – Emergency Only Support Services

1. Service.

Emergency Only Support Services are limited exclusively to "system down" type circumstances; restoring backups, recovery after hardware or software upgrades, etc. Letter setup, import setups

and new customers that have not yet completed initial setup do not qualify as an emergency, and will be helped during normal business hours under Technical Support Services.

Emergency Only Support Services are limited in nature. Technicians may be using a cellular phone in order to receive your calls. Not all our Technicians will be at our facility during your call and therefore will have to rely solely on their knowledge and abilities without backup documentation, consultation of other technical staff, or on-line helpdesk systems. Should your situation be so dire that you request that the technician travel to our facility, in order to offer you the best level of services, a minimum of 30 minutes delay for travel time would be expected.

Comtronic strives to answer all questions but cannot always guarantee a solution. Comtronic shall have sole discretion to determine whether or not a request for Support Services is included under Support Services. In some circumstances, Comtronic may have to direct a Licensee to hire a local hardware or operating system professional at Licensee's own expense.

Licensee agrees and assures Comtronic that prior to requesting our assistance via remote access to your system, that an adequate system backup was complete.

2. Availability.

This service is available 6am to 3pm on Saturday, and 9am to 3pm on Sunday, all on non-holiday weekends. All hours of availability are in Pacific Standard Time. We strive to have Technicians return your call within 30 minutes of your call.

If you have placed an Emergency call in before normal support hours and have not received a call back by our regular opening of support hours, you should immediately place another call to the regular support line, this could be due to the possibility of the emergency tech on duty being tied up with other emergencies. Calls to our regular support number brings our full resource response.

3. Limited Warranty.

No warranty will be given on the assistance provided as it has been acknowledged up front that it is our best effort while supporting customers from outside our company facilities and during non-business hours.

C. 3 – Prearranged Technical Services

1. Fees.

To have a Prearranged Technical Service time period for a Prearranged Technical Fee, Comtronic will provide a senior level technician available for after-hours assistance (outside Comtronic normal business hours). The Prearranged Technical Fee is the payment for the extended availability of a technician to be available on a certain day and time should the customer need to call for assistance during that after-hours period. Regardless of whether you make no calls, one call or many calls, your Prearranged Technical Fee is non-refundable. Contact the Technical Services Department for availability and current Prearranged Technical Fees.

2. Service.

P rearranged Technical Services are limited in nature. The technician will be at our facility during the agreed upon time period but will have to rely solely on their knowledge and abilities without consultation of other technical staff.

3. Availability.

Your actual time period of availability is defined by the time period you prearrange and pay for prior to use. Prearranged Technical service is available: 4pm to 9pm on a normal weekday; 9am to 3pm on a holiday or holiday weekend. All hours of availability are in Pacific Standard Time. No Prearranged Technical service is available after 3pm on holidays or holiday weekends. Arrangements must be made with at least 7 days advance notice.

4. Limited Warranty.

Should we fail to be available within 30 minutes of your call, when you have placed the call to our technician no later than 30 minutes before the end of availability defined in paragraph 3 above, then we shall promptly refund the Prearranged Technical Fee paid. This is the only warranty. No warranty will be given on the assistance provided as it has been acknowledged up front that it is our best effort while supporting customers after business hours, with only one staff member.

Comtronic Systems Contact Information

Support Services

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Toll-free from USA & Canada (800) 388-5245

International/USA/Canada (509) 573-4302

Sales

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