

## **GOLDSEAL VAAS RESELLER ADDENDUM**

**THIS GOLDSEAL VAAS RESELLER ADDENDUM** (“Addendum”) is entered into by and between **Westcon Group, Inc.**, a Delaware corporation, having an office at 520 White Plains Road, Tarrytown, NY 10591, including any of its affiliates and subsidiaries (“Distributor”), and the **Reseller** specified on the signature page (“VAR”). Distributor and VAR are individually referred to as a “Party” and collectively as the “Parties.” This Addendum shall be deemed effective as of the date the VAR signs this Addendum or by clicking the “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” checkbox displayed on page 7 (“Effective Date”).

WHEREAS; VAR has executed Distributor’s standard Westcon Group reseller/ credit application or has entered into a valid agreement with Distributor for VAR’s purchase of Products and Services from Distributor (the “Agreement”);

WHEREAS, the Parties wish to supplement the terms of the Agreement for VAR’s purchase of **GOLDSEAL VAAS** Services from Distributor, powered by Videxio;

NOW THEREFORE VAR and Distributor hereby agree the following terms and conditions for VAR’s purchase of **GOLDSEAL VAAS** Services from Distributor;

### **Article 1 Services Specification & License**

1.1 VAR acknowledges that it may be required to download, install and/or use certain software provided by Distributor and/or accessed through the Distributor Website and/or an Internet-based system accessed by VAR via a unique “log-in” assigned to VAR by Distributor (“Partner Portal”) including, but not limited to endpoint provisioning, customer test tool, server monitoring, receptionist, traffic orchestrator, and signaling gateways, among others (collectively, the “Software”).

1.2 The License granted to VAR hereunder shall at all times be subject to applicable Distributor and Videxio policies contained within their “Terms of Service,” “Service Level Agreement,” “Privacy Policy,” “Price List” and such other announcements, bulletins, and communications which Distributor and Videxio may issue and/or modify in writing from time to time (collectively, “Policies”). The Policies are available at the following hyperlink and are hereby incorporated herein by reference: <https://videxio.com/terms-of-service>.

### **Article 2 Territorial Obligations**

2.1 VAR agrees to market, sell and distribute the Services only to Customers that are individuals and commercial entities located in and/or carrying out their business within the



Territory of North America that resell products and services to individuals, commercial entities, and federal, state, and local governmental entities. VAR shall not directly market or sell the Services outside the Territory. Distributor acknowledges and agrees that the Resellers may resell the Services to the Reseller's customers and/or end users (collectively, "Subscribers") who may choose to deploy the Services either wholly or partially within and to locations outside the Territory.

### **Article 3**

#### **Purchase Orders**

3.1 For all Services requested from Distributor under this Agreement, VAR shall submit to Distributor by e-mail or through the Partner Portal at least the following information which shall be deemed by the Parties to comprise a "Purchase Order":

- (a) Purchase Order number and date;
- (b) Identification of the Services by name and part number;
- (c) Quantity and price;
- (d) The requested delivery/activation date, (by 5:00 pm Eastern) and instructions;
- (e) The Subscriber's name and contact information.

3.2 For each fully conforming Purchase Order received, Distributor shall provide VAR with a written confirmation and acceptance; provided, however, that no binding obligation for fulfillment exists unless and until Distributor confirms receipt and accepts the order ("Order"). Distributor shall notify VAR in writing within five (5) business days after receipt of a Purchase Order from VAR whether Distributor has accepted or rejected the Purchase Order. If Distributor does not notify VAR in writing of acceptance or rejection within such five (5) business day period, the Purchase Order shall be deemed accepted by Distributor.

3.3 New and/or renewal subscriptions for Services to existing Subscribers shall not require a new Purchase Order unless there is an applicable change in pricing from that Subscriber's prior subscriptions. If VAR makes such requests through the submission of a Purchase Order or through Distributor web portals, Distributor shall treat each such request as a confirmed Order.

3.4 VAR shall be entitled to wholly or partially cancel a given Purchase Order by submitting a written notice of cancellation to Distributor no later than the requested activation date; provided, however, that if such cancellation is not submitted, the Purchase Order shall be final and binding upon VAR.

### **Article 4**

#### **Delivery of Services**

4.1 Distributor shall provide VAR with all necessary information to provide the applicable Reseller and/or Subscriber with the ability to access and use the Services; and VAR affirmatively



agrees to employ procedures which ensure that Subscribers electronically agree to the Videxio “Terms of Service” prior to accessing the Services.

4.2 VAR shall use commercially reasonable efforts to inform Distributor of an anticipated Order that would be significantly larger than VAR’s average Orders in the prior calendar year. If for any reason Distributor cannot fulfill an Order within the requested delivery/activation date, Distributor may deliver a newer release and/or a comparable product, at VAR’s option, by the original requested delivery/activation date, VAR shall notify Distributor in writing that it either: (a) will accept a newer release or comparable product; or (b) will accept an agreed upon delayed delivery/activation date; or (c) requests a refund of the purchase prices already paid (if any) for the applicable Order.

4.3 The Services may be subject to certain agreements between Videxio and the Subscribers, including, but not limited to, the Terms of Service (“Subscriber Agreements”). VAR is not a party to any Subscriber Agreement, and VAR’s sole obligation, if any, in connection with any Subscriber Agreement is to provide the Subscriber Agreements to the Customer along with instructions for the Subscriber Agreements to all Subscribers.

## **Article 5** **End of Life (EOL) of Products and Services**

5.1 Periodically, Distributor or Videxio may make adjustments to the mixture of products it offers, including discontinuing the sale and provision of specific products. For any product being planned for EOL, Distributor or Videxio will issue an End of Life announcement three (3) calendar months prior to the End of Sale (EOS) date. The End of Life announcement also includes the End of Service (EOSV) date, which is 6 months after the EOS date.

5.2 The date when EOS and EOSV is announced for a given product to the general public is referenced as the End of Life Announcement. The EOL announcement will identify recommended alternative/replacement products for prospective and existing customers. Annual/multi-year renewals of the product named in the EOL announcement may not be permitted after this date, please check with your Distributor contact person.

5.3 On the EOS date, the product is removed from the price list and is no longer available for purchase. We strongly encourage VARs to be well underway with transitioning all backlog and new orders to the replacement product that is identified in the EOL announcement.

5.4 The date at which service provision of the EOL product will be terminated (“switched off”). Customers still using the EOL product at this time risk losing service utility and VARs are therefore strongly advised to transition all customers to the replacement product that is identified in the EOL announcement well in advance of the EOSV date.



5.5 Where Distributor and Videxio has agreed an annual or multi-year contract that includes a product that is later identified in an EOL announcement, Distributor or Videxio reserves the right to substitute the EOL product with a substantially equivalent product.

## **Article 6 Prices of Services**

6.1 VAR acknowledges and agrees that the Price List contains the cost of VAR's purchase of the Services from Distributor, and that VAR bears the sole obligation for the payment of taxes and fees of any kind that may be owed to any and all applicable authoritative agencies within the jurisdictions in which the Services are sold by VAR.

6.2 During the life of this Agreement, Distributor shall have the right to modify and change its Price List from time to time, at its sole discretion, by giving VAR not less than thirty (30) calendar days prior written notice; it being understood that any price changes shall not apply to Orders accepted by Distributor prior to the effective date of such changes to the Price List.

6.3 VAR acknowledges and agrees to pay an Enablement and a monthly Service Fee according to its partnership status: (a) VAR Express Partner Fee of \$2,990 is a one-time fee. Invoice will be issued immediately after the effective date of this Agreement. (b) Express Partner Service Fee of \$99 per month for the length of this agreement. First month is calculated from the 1st of the month following the effective date of this agreement. Discounting on fees will be included in the Price List and or can be agreed to in writing.

## **Article 7 Invoicing and Payment**

7.1.1 Distributor shall send an invoice to VAR for payments due at least once in each calendar month during the life of this Agreement ("Invoice").

7.1.2 VAR acknowledges and agrees that, during the life of this Agreement:

(a) Its payments shall be remitted electronically to Distributor's designated account in U.S. Dollars no later than thirty (30) calendar days or as agreed to in your Westcon Reseller Agreement after the Invoice date ("Due Date").

## **Article 8 Termination of Customer Subscriptions**

8.1.1 For termination of all customer subscriptions requested from VAR under this Agreement, VAR shall submit such termination request to writing to Distributor, and such written notice must include:

- The VAR's business name and address
- The Customer's business name and address

- The date from which the subscription should be terminated
- The original subscription start and end dates
- The following statement: "We hereby request termination of the above mentioned subscription. We accept and promise to pay upon demand any Fees as per our agreed subscription terms with Distributor. In this case, please send us your invoice for payment."

Such request shall be deemed by the Parties to constitute a confirmed termination of the subscription.

- 8.1.2 Any prepaid amounts that cover a period beyond the termination date will not be refunded unless otherwise specifically agreed beforehand in writing with Distributor.
- 8.1.3 All variable fees that is billed arears will be billed accordingly up until the termination date.
- 8.1.4 Customer's ability to use the Distributor and Videxio service will stop immediately upon Distributors terminating the subscription in the portal.

## **Article 9**

### **Fixed term subscriptions**

- 9.1.1 Upon request from the VAR, Distributor can provide an offer for a fixed term subscription specific to an individual customer of the VAR. For customers where it has been agreed a fixed term subscription period the following applies;
- 9.1.2 Subscription term
- a. Distributor offer the following standard subscription terms: 12, 24, 36 & 60 months.
  - b. The agreed subscription term will be specified on your offer from Distributor.
- 9.1.3 Offer Acceptance
- a. Upon request from the VAR, Distributor will provide an offer for a fixed term subscription specific to an individual customer of the Partner.
  - b. Such offer will include: VAR name, Customer Name, products, pricing, subscription terms and payment periods.
  - c. If the VAR accepts this offer, they shall place this order via the Distributor.
  - d. Where the agreed billing period is a prepayment, the VAR shall without delay submit a purchase order for the applicable amount to Distributor.
- 9.1.4 Billing Periods
- a. The billing period for fixed term subscriptions can be either monthly or a full prepayment of the subscription term. The agreed billing period will be specified on your offer from Distributor.

### 9.1.5 Termination

a. Distributor allows for early termination of fixed term subscriptions. Early termination of a fixed term subscription must be submitted in writing to Distributor, and such written notice must include:

- The VAR's business name and address
- The Customer's business name and address
- The date from which the subscription should be terminated
- The original subscription start and end dates
- The following statement: "We hereby request early termination of the above mentioned fixed term subscription. We accept and promise to pay upon demand any applicable Early Termination Fees as per our agreed subscription terms with Distributor. In this case, please send us your invoice for payment."

b. Where the fixed term subscription has been prepaid (see above, Billing Periods), no refund will be made by Distributor.

c. Where the fixed term subscription is paid on a monthly billing cycle, the VAR is obligated to immediately pay in full an Early Termination Fee, calculated as follows:

- 100% of all remaining monthly payments for the initial 12 months of the subscription.
- 50% of all remaining monthly payments for the remaining period beyond initial 12 months.

d. Distributor reserves the right to terminate any fixed term subscription in the event that the VAR fails to meet his agreed payment obligations under the accepted offer.

## **Article 10 General Obligations**

10.1 During the Term, consistent with the other provisions of this Agreement and Distributor Policies, Distributor agrees to:

- (a) Provide VAR with access to use the Services for demonstration purposes at no additional costs to VAR beyond those in the Price List ("Partner Service fee"), and upgrade or replace such Demo Licenses if upgrades or revised versions of the applicable Services become available;
- (b) Provide or arrange for reasonable Distributor sales and technical training of VAR's staff at no costs to VAR beyond those in the Price List ("Partner Service fee") and, at Distributor's option on a case-by-case basis if requested by VAR, participate in VAR's training;
- (c) When requested by VAR, offer technical and sales support to VAR and its staff at prices mutually agreed upon by VAR and Distributor; and
- (f) Provide the support services and service levels set forth in the Service Level Agreement attached hereto as Schedule "B" and incorporated herein by reference.



10.2 During the Term and consistent with the other provisions of this Agreement and Distributor Policies, VAR agrees to use commercially reasonable efforts to:

- (a) Participate in and make available the VAR’s personnel to participate in training provided by Distributor from time to time pursuant to this Agreement;
- (b) Promote the sale and use of the Services in order to increase the likelihood of maximum market coverage, distribution and growth in the Territory;
- (c) Maintain an active sales force which is knowledgeable about the technology and functionality of the Services and the financial resources sufficient to support the VAR’s duties and obligations under this Agreement;
- (d) Ensure that all “evaluation” or “trial” subscriptions are managed to optimize potential sales opportunities, including but not limited to, deactivation and deletion of all “demonstration subscriptions” after seven (7) calendar days and all “trial subscriptions” after thirty (30) calendar days;

**BY CLICKING THE “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” CHECKBOX DISPLAYED BELOW ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THIS CLOUD SERVICES ADDENDUM IN WHICH CASE THE TERMS “VAR”, “YOU” OR “YOUR” SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS ADDENDUM, OR IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK THE “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” CHECKBOX AND DO NOT PURCHASE, SELL OR USE MANAGED SERVICES OR SERVICES UNDER ANY CIRCUMSTANCES.**

**I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM**

Effective Date: \_\_\_\_\_

**OR**

**IN WITNESS WHEREOF**, the VAR have caused this Addendum to be executed by their duly authorized representatives.

**Reseller (“VAR”)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company and Title \_\_\_\_\_ Date: \_\_\_\_\_



## “Schedule A” - Price List

Partner Fee's		Part#	Description	List Price	Partner Price
Partner Enablement Fee		WGGG-VXO-EXP-7030-0300	GoldSeal VaaS Express Partner, One-Time Enablement Fee	\$2,990	Waived
Partner Monthly Fee		WGGG-VXO-EXP-7130-0100	GoldSeal VaaS Express Partner, Monthly Service Fee	\$99	\$79.00
NFR Discount		SB# NFR-EXPRESS	Additional purchase of Enterprise User Licenses, and End Point Subscriptions for the partners internal use, not for resale.	-	40% off List

  

Activation	Part#	Description	List Price	Partner Price
Basic SD	WGGG-VXO-ACT-1010-0010	GoldSeal VaaS Endpoint Activation - Basic (One Time Fee per End Point)	\$449	\$224.50
Plus HD 720p	WGGG-VXO-ACT-1020-0010	GoldSeal VaaS Endpoint Activation - Plus (One Time Fee per End Point)	\$449	\$224.50
Premium HD 1080p	WGGG-VXO-ACT-1030-0010	GoldSeal VaaS Endpoint Activation - Premium (One Time Fee per End Point)	\$449	\$224.50

  

End Point Subscription Monthly	Part#	Description	List Price	Partner Price
Basic SD	WGGG-VXO-MTH-1010-0100	GoldSeal VaaS Endpoint Subscription - Basic (Billed Monthly) Each Requires Activation for Initial Purchase	\$129	\$103.20
Plus HD 720p	WGGG-VXO-MTH-1020-0100	GoldSeal VaaS Endpoint Subscription - Plus (Billed Monthly) Each Requires Activation for Initial Purchase	\$169	\$135.20
Premium HD 1080p	WGGG-VXO-MTH-1030-0100	GoldSeal VaaS Endpoint Subscription - Premium (Billed Monthly) Each Requires Activation for Initial Purchase	\$199	\$159.20

  

End Point Subscription Annual	Part#	Description	List Price	Partner Price
Basic SD	WGGG-VXO-YR-1010-0100	GoldSeal VaaS Endpoint Subscription - Basic (Billed Annually) Each Requires Activation for Initial Purchase	\$828	\$662.40
Plus HD 720p	WGGG-VXO-YR-1020-0100	GoldSeal VaaS Endpoint Subscription - Plus (Billed Annually) Each Requires Activation for Initial Purchase	\$1,068	\$854.40
Premium HD 1080p	WGGG-VXO-YR-1030-0100	GoldSeal VaaS Endpoint Subscription - Premium (Billed Annually) Each Requires Activation for Initial Purchase	\$1,308	\$1,046.40

  

Activation	Part#	Description	List Price	Partner Price
1 - 9	WGGG-VXO-ACT-5105-0010	GoldSeal VaaS Enterprise User License Activation 1-9 users (One Time Fee for Initial Account Setup)	\$449	\$224.50
10 - 49	WGGG-VXO-ACT-5115-0010	GoldSeal VaaS Enterprise User License Activation 10-49 users (One Time Fee for Initial Account Setup)	\$449	\$224.50
50 - 99	WGGG-VXO-ACT-5130-0010	GoldSeal VaaS Enterprise User License Activation 50-99 users (One Time Fee for Initial Account Setup)	\$449	\$224.50
100 - 499	WGGG-VXO-ACT-5145-0010	GoldSeal VaaS Enterprise User License Activation 100-499 users (One Time Fee for Initial Account Setup)	\$449	\$224.50
500 - 999	WGGG-VXO-ACT-5160-0010	GoldSeal VaaS Enterprise User License Activation 500-999 users (One Time Fee for Initial Account Setup)	\$449	\$224.50
1000 - 4999	WGGG-VXO-ACT-5175-0010	GoldSeal VaaS Enterprise User License Activation 1000-4999 users (One Time Fee for Initial Account Setup)	\$449	\$224.50

  

Enterprise User License Monthly	Part#	Description	List Price	Partner Price
1 - 9	WGGG-VXO-MTH-5105-0100	GoldSeal VaaS Enterprise User License 1-9 users (Billed Monthly) Requires Activation for Initial Purchase	\$99	\$79.20
10 - 49	WGGG-VXO-MTH-5115-0100	GoldSeal VaaS Enterprise User License 10-49 users (Billed Monthly) Requires Activation for Initial Purchase	\$59	\$47.20
50 - 99	WGGG-VXO-MTH-5130-0100	GoldSeal VaaS Enterprise User License 50-99 users (Billed Monthly) Requires Activation for Initial Purchase	\$59	\$47.20
100 - 499	WGGG-VXO-MTH-5145-0100	GoldSeal VaaS Enterprise User License 100-499 users (Billed Monthly) Requires Activation for Initial Purchase	\$49	\$39.20
500 - 999	WGGG-VXO-MTH-5160-0100	GoldSeal VaaS Enterprise User License 500-999 users (Billed Monthly) Requires Activation for Initial Purchase	\$39	\$31.20
1000 - 4999	WGGG-VXO-MTH-5175-0100	GoldSeal VaaS Enterprise User License 1000-4999 users (Billed Monthly) Requires Activation for Initial Purchase	\$29	\$23.20

  

Enterprise User License Annual	Part#	Description	List Price	Partner Price
1 - 9	WGGG-VXO-1YR-5105-0100	GoldSeal VaaS Enterprise User License 1-9 users (Billed Annually) 1st Year Initial Purchase	\$1,188	\$950.40
	WGGG-VXO-YR-5105-0100	GoldSeal VaaS Enterprise User License 1-9 users (Billed Annually)	\$1,188	\$950.40
10 - 49	WGGG-VXO-1YR-5115-0100	GoldSeal VaaS Enterprise User License 10-49 users (Billed Annually) 1st Year Initial Purchase	\$708	\$566.40
	WGGG-VXO-YR-5115-0100	GoldSeal VaaS Enterprise User License 10-49 users (Billed Annually)	\$708	\$566.40
50 - 99	WGGG-VXO-1YR-5130-0100	GoldSeal VaaS Enterprise User License 50-99 users (Billed Annually) 1st Year Initial Purchase	\$708	\$566.40
	WGGG-VXO-YR-5130-0100	GoldSeal VaaS Enterprise User License 50-99 users (Billed Annually)	\$708	\$566.40
100 - 499	WGGG-VXO-1YR-5145-0100	GoldSeal VaaS Enterprise User License 100-499 users (Billed Annually) 1st Year Initial Purchase	\$588	\$470.40
	WGGG-VXO-YR-5145-0100	GoldSeal VaaS Enterprise User License 100-499 users (Billed Annually)	\$588	\$470.40
500 - 999	WGGG-VXO-1YR-5160-0100	GoldSeal VaaS Enterprise User License 500-999 users (Billed Annually) 1st Year Initial Purchase	\$468	\$374.40
	WGGG-VXO-YR-5160-0100	GoldSeal VaaS Enterprise User License 500-999 users (Billed Annually)	\$468	\$374.40
1000 - 4999	WGGG-VXO-1YR-5175-0100	GoldSeal VaaS Enterprise User License 1000-4999 users (Billed Annually) 1st Year Initial Purchase	\$348	\$278.40
	WGGG-VXO-YR-5175-0100	GoldSeal VaaS Enterprise User License 1000-4999 users (Billed Annually)	\$348	\$278.40







**GoldSeal VaaS Price List - Valid thru 12/31/17**

**Enterprise Wide License Plan**

Enterprise Wide Licensing is available for end customers that commit to have their entire enterprise enabled with cloud video services. This plan would provide an Enterprise User License for each employee. All employees can hold an unlimited number of meetings with up to 30 participants per meeting, and only 1 meeting per EUL is allowed at any time. Enterprise Wide pricing is only available in prepaid 1, 2 or 3 year plans. Each EUL is provided with a unique VMR number, a simplified dial string that emulates a simplified email address, and access to a 30-participant VMR with unlimited meeting minutes.

1 Year # of Employees	Part#	Description	List Price	Partner Price
50	WGGG-VXO-5510-0501	GoldSeal VaaS, 1 YR Enterprise Wide Agreement up to 50 employees	\$12,490	\$9,992.00
100	WGGG-VXO-5520-0501	GoldSeal VaaS, 1 YR Enterprise Wide Agreement up to 100 employees	\$15,490	\$12,392.00
250	WGGG-VXO-5530-0501	GoldSeal VaaS, 1 YR Enterprise Wide Agreement up to 250 employees	\$23,490	\$18,792.00
500	WGGG-VXO-5540-0501	GoldSeal VaaS, 1 YR Enterprise Wide Agreement up to 500 employees	\$33,490	\$26,792.00
1000	WGGG-VXO-5550-0501	GoldSeal VaaS, 1 YR Enterprise Wide Agreement up to 1000 employees	\$57,490	\$45,992.00
2500	WGGG-VXO-5560-0501	GoldSeal VaaS, 1 YR Enterprise Wide Agreement up to 2500 employees	\$112,490	\$89,992.00
5000	WGGG-VXO-5570-0501	GoldSeal VaaS, 1 YR Enterprise Wide Agreement up to 5000 employees	\$169,490	\$135,592.00
2 Year # of Employees	Part#	Description	List Price	Partner Price
50	WGGG-VXO-5510-0502	GoldSeal VaaS, 2 YR Enterprise Wide Agreement up to 50 employees	\$21,490	\$17,192.00
100	WGGG-VXO-5520-0502	GoldSeal VaaS, 2 YR Enterprise Wide Agreement up to 100 employees	\$28,490	\$22,792.00
250	WGGG-VXO-5530-0502	GoldSeal VaaS, 2 YR Enterprise Wide Agreement up to 250 employees	\$42,490	\$33,992.00
500	WGGG-VXO-5540-0502	GoldSeal VaaS, 2 YR Enterprise Wide Agreement up to 500 employees	\$61,490	\$49,192.00
1000	WGGG-VXO-5550-0502	GoldSeal VaaS, 2 YR Enterprise Wide Agreement up to 1000 employees	\$101,490	\$81,192.00
2500	WGGG-VXO-5560-0502	GoldSeal VaaS, 2 YR Enterprise Wide Agreement up to 2500 employees	\$198,490	\$158,792.00
5000	WGGG-VXO-5570-0502	GoldSeal VaaS, 2 YR Enterprise Wide Agreement up to 5000 employees	\$298,490	\$238,792.00
3 Year # of Employees	Part#	Description	List Price	Partner Price
50	WGGG-VXO-5510-0503	GoldSeal VaaS, 3 YR Enterprise Wide Agreement up to 50 employees	\$31,490	\$25,192.00
100	WGGG-VXO-5520-0503	GoldSeal VaaS, 3 YR Enterprise Wide Agreement up to 100 employees	\$41,490	\$33,192.00
250	WGGG-VXO-5530-0503	GoldSeal VaaS, 3 YR Enterprise Wide Agreement up to 250 employees	\$61,490	\$49,192.00
500	WGGG-VXO-5540-0503	GoldSeal VaaS, 3 YR Enterprise Wide Agreement up to 500 employees	\$88,490	\$70,792.00
1000	WGGG-VXO-5550-0503	GoldSeal VaaS, 3 YR Enterprise Wide Agreement up to 1000 employees	\$147,490	\$117,992.00
2500	WGGG-VXO-5560-0503	GoldSeal VaaS, 3 YR Enterprise Wide Agreement up to 2500 employees	\$287,490	\$229,992.00
5000	WGGG-VXO-5570-0503	GoldSeal VaaS, 3 YR Enterprise Wide Agreement up to 5000 employees	\$432,490	\$345,992.00



## **Schedule “B” Service Level Agreement**

### General

This Schedule applies to the Services provided by Distributor to the VAR as described in the GoldSeal VaaS Reseller Agreement and contains provisions for the ordering, provisioning, maintenance and cessation of Services from the VAR to Distributor.

### Responsibilities

- ◆ Distributor responsibilities
  - Assist the VAR if the VAR is experiencing difficulties with the Services where a Fault is reasonable believed by the VAR to have occurred, but it is difficult to accurately locate and identify. This includes to co-operate with the reasonable requirements of the VAR (and any of the VAR’s sub-contractors who are providing equipment or Services to the VAR), so that the cause of any Fault can be determined and rectified.
  - Respond to support requests within the timescales listed in this Schedule.
  - Take steps to escalate and resolve issues within the timescales listed in this Schedule.

Distributor may charge the VAR an hourly rate for any necessary equipment used and or time expended to rectify a Fault where that Fault does not lie within the scope of Services provided by Distributor under this Agreement.

- ◆ VAR responsibilities
  - Notify Distributor of issues in a timely manner.
  - Provide Distributor with access to necessary systems and services for purposes of fault prevention and restoration.

### Business hours

The Distributor Support Desk operates a standard working day (Mon – Fri), available between 08:00 EST and 20:00 EST.

### Contact information

The Partner can contact the helpdesk via the Distributor Service Desk via;  
[NAHelp@GoldSealVaaS.com](mailto:NAHelp@GoldSealVaaS.com)

### ◆ Emergency hotline

In case of emergency (Severity 1 Fault) during or outside opening hours/business hours, Distributor also provides a 24/7 phone service.

The emergency number is 1-877-446-5373, opt. 11.



To ensure an efficient incident management process, the Partner should report the fault via the Distributor Service Desk prior to using the emergency phone.

### Severity Definitions

Severity	Definition	Examples (non-exhaustive)
1	The Service is down or there is a critical impact to business operation. No workaround exists. Distributor and Videxio both will commit full-time resources to resolve the issue.	1. Region has no access to VMRs 2. Multiple endpoints and soft clients are unable to register to service.
2	Operation of components of the GoldSeal VaaS powered by Videxio platform are severely degraded or business critical aspects of the End Users' experience are negatively impacted by unacceptable performance.	
3	A light degradation of service with medium to low impact on business operations. Single user is able to operate normally but with some inconvenience.	
4	Non-service-affecting issues and scheduled maintenance	

*Table 1 – Severity Definitions*

### Notification of Faults

When submitting a Fault report to Distributor the Partner shall submit, as a minimum, the following information to Distributor:

- The identity of the Service and,
- Accurate details of the nature of the Fault:
  - Description of troubleshooting carried out so far
  - Impact (e.g. number of end-users, type of services, etc.)

Upon receipt of a reported Fault, Distributor will maintain a record of the Fault (the "Fault Log"), including the time that either Distributor was notified, or that Distributor notified the Partner, of the Fault (the "Notification Time").

Each Fault will be assigned a priority by Distributor; the Fault priority will be based on the criteria shown in Table 1; the Response Time will be based on the priority assigned in accordance with Table 2.



### Restoration of Faults

Distributor shall undertake tests to identify the nature of the reported Fault and the results will be passed to the Partner as appropriate. If such results indicate a potential Fault within any element of the Service, Distributor will initiate appropriate further diagnostic and/or Fault repair activity.

In the event that Distributor investigates a Fault, but finds that the Service is working correctly and/or the Fault is not caused by Distributor, Distributor reserves the right, at its sole discretion, to charge the Partner for its time reasonably spent to help rectify the Fault at its standard rates stated in the Distributor price list.

The time taken to rectify a Fault from the Notification Time is the Resolution Time. Distributor will use reasonable endeavors to ensure that all Faults are rectified within the target Resolution Time.

When calculating the actual Resolution Time, Distributor will disregard:

- All periods during which the Partner and/or End User did not provide information reasonably requested by Distributor, and
- All periods during which the Partner and/or the End User did not provide full access for Distributor, its employees, agents and contractors to the Partner systems; and
- All periods during which the relevant Service was validly suspended by Distributor in accordance with this Agreement.

The time that the Fault is rectified and the Service is restored will be recorded in the Fault Log. When the Fault has been rectified Distributor will notify the Partner as appropriate.

### Guaranteed response and resolution times

#### ◆ Fault reports

The response time measures how long it takes Distributor to respond to a support request raised via the online support system. Distributor is deemed to have responded when replying to the initial request. This may be in the form of an email or a phone call, to either provide a solution or request further information.

Guaranteed response times depend on the severity level of the issue:

Severity	Response time	Updates
1	1 hour (2 hours outside business hours)	Every 2 hours
2	2 hours (4 hours outside business hours)	Every 4 hours
3	Next business day	Every business day
4	3 business days	Every 3 business days

*Table 2 - Guaranteed response times*

The resolution time measures how long it takes Distributor to restore the service, after an issue has been raised via the online support system.



Guaranteed resolution times depend on the severity level of the issue:

Severity	Resolution time	Note
1	By end of next half day <sup>1</sup>	Resolution available 24 hours a day, 7 days a week
2	By end of next business day or Saturday <sup>2</sup>	Resolution available on business days and Saturdays, 06:00 UTC to 23:00 UTC.
3	By end of next two business days	Resolution available on business days, 06:00 UTC to 23:00 UTC.
4	Not applicable	

*Table 3 - Guaranteed resolution times*

Distributor or Videxio will use reasonable endeavors to give the Partner not less than fourteen (14) days notice of any planned works. Such notice shall advise the Partner of the works to be undertaken, the planned start and end time of the works and, where relevant, the End Users who will be affected. The Partner acknowledges that provision of advance notice may not be possible in the event of an emergency.

Following completion of the planned work, Videxio will report the outcome to <http://status.Videxio.com>.

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<sup>1</sup> “Half Day” starts/ends at 12:00 UTC / 00:00 UTC Monday to Sunday inclusive. If the problem is for all customers at a “server/service” and/or it can be resolved without impacting other customers, the resolution time for P1 is 5 hours.

<sup>2</sup> If the problem is for all customers at a “server/service” and/or it can be resolved without impacting other customers, the resolution time for P2: 8 hours