



Nuance Support Services Guide
Support Services –Nuance Hosted VOC Analytics, Powered by CallMiner

1. Support Services

1.1 Services. Nuance will provide Support Services for VOC Analytics in accordance with this Nuance Support Services Guide (the “**Guide**”) and the Master Hosted Services Agreement between the parties.

Table A. Support Services for Hosted Nuance VOC Analytics

Coverage	VOC Analytics Support
Error Correction	Yes
Technical Support	Web-based, email, and telephone
Availability	24 x 7 (including holidays) for Critical Errors only Business hours for all other Error Severities
Trouble Tickets	Unlimited
Available Error Severity (see Table C)	Critical, High, Medium, Low

Table B. Error Classification

Critical	High	Medium	Low
A "Critical" Error occurs if the end user's production service is down. The Hosted Service is unusable resulting in total disruption of work or other critical business impact. No workaround is available.	A "High" Error occurs if there is a major function or feature failure and the end user's operations are severely restricted resulting in a major disruption of work. No acceptable workaround is available.	A "Medium" Error occurs if there is a minor function or feature failure and the Hosted Service does not operate as designed resulting in minor impact on usage. An acceptable workaround is available.	A "Low" Error occurs if there is a minor problem whereby the Hosted Service contains cosmetic minor flaws or if end user has a suggestion for an enhancement to the Hosted Service in which there is little or no impact end user's use of the software in accordance with its intended design.

1.2 Error Classification. Upon identification of an Error, Company will notify Nuance and provide Nuance with sufficient information to locate and reproduce the Error. Nuance will work with Company to determine the classification of such Error.

1.3 Online & Telephone Support. Where applicable, Nuance will provide online or telephone assistance to Company for the Hosted Service in accordance with the response and resolution targets set forth in Table C. Such services include: (a) clarification of functions and features of the Hosted Service, (b) clarification of any Documentation pertaining to the Hosted Service, (c) guidance in the operation of the Hosted Service, and (d)

Error verification, analysis and code corrections, as necessary, to cause the Hosted Service to perform substantially in accordance with the most current Documentation.

Table C. Response and Resolution Targets (during 9am to 5pm ET)

Error Severity	Initial Response Goal	Target Goals	Resolution	Solution (1 or more of the following)
Critical Support)* (24/7)	1 hour	Within 1 business day		<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into the Hosted Services
High*	8 business hours	Within 4 business days		<ul style="list-style-type: none"> Satisfactory workaround is provided. Product patch is provided. Fix incorporated into a future release. Fix or workaround incorporated into the Hosted Services
Medium	24 business hours	30 days		<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into the Hosted Services Fix incorporated into future release
Low	48 business hours	none		<ul style="list-style-type: none"> Answer to question is provided Fix or workaround incorporated in the Hosted Services

2. Delivery of Support Services, Company Obligations

2.1 Place of Performance. Support Services will be performed by remotely unless Nuance and Company mutually agree that on-site service at the Company's site is required, in which case Company will pay travel and accommodation expenses.

2.2 Company Obligations. Company will:

- (a) Document and promptly report Errors or malfunctions of the Hosted Service to Nuance. Company will take all necessary steps to carry out procedures provided by Nuance for the correction of such Errors or malfunctions within a reasonable time;
- (b) Properly train its personnel in the use of the Hosted Service;
- (c) Designate one primary and one backup individual (each a **“Technical Contact”**). A Technical Contact shall serve as the liaison with Nuance support personnel. With each additional USD \$250,000 in net annual Maintenance and Support fees, Company has the option to designate an additional one (1) primary and one (1) backup Technical Contact. Company's designated Technical Contact shall be the sole liaison between Company and Nuance for M&S Service. To avoid interruptions in services, Company must notify Nuance whenever its Technical Contact responsibilities are transferred to another individual. Company may be charged a fee to designate additional Technical Contracts without meeting the above criteria.
- (d) Following written notice to Company and a 10 day cure period, Nuance may suspend M&S Services to the extent Company's failure to comply with this Section 3.3 substantially increases the cost or difficulty of Nuance providing such services.

- (e) In the event of conflict between the terms of this Guide and the Agreement, the terms of the Agreement shall control.