

REDCOM® SIGMA® PRODUCT SUPPORT PLAN TERMS & CONDITIONS

These terms and conditions (“T’s&C’s”) apply to the REDCOM Laboratories, Inc. (“REDCOM”) support plan (“Support Plan”) for the Sigma XRI-400, Sigma M4K, Sigma SVG-1200 product lines (“Products”).

The Support Plan shall apply only to the original purchaser of the Products (“Customer” or “You” or “Your”).

1. Support Plans

- a. The term of the Support Plan shall run annually (twelve (12) months), beginning from the date You purchase the Products (“Term”), and may be renewed on an annual basis in accordance with Paragraph 2 below.
- b. During the Term, REDCOM will provide the following remote support services (“Services”) to identify and diagnose functionality issues with the software:
 - i. Technical support services.
 - ii. Major and minor software updates when the updates are commercially released by REDCOM during the Term.
- c. During the Term, REDCOM will provide one (1) REDCOM Product Training (Sigma SVG-1200 only).
- d. In addition to the Services above and if applicable, during the Term, REDCOM will also extend the Limited Hardware Warranty that set forth in Your original Terms and Conditions when You purchased the Product. Notwithstanding the foregoing, the extended Limited Hardware Warranty will not exceed five (5) years from the date of original purchase, even if the Term herein exceeds five (5) years.
- e. REDCOM’s time targets for responding to requests for Services, which are subject to REDCOM’s commercially reasonable efforts, are one hour for service-affecting issues and one business day for all other issues.
 - i. During REDCOM’s normal business hours of Monday through Friday 8:00am–5:00pm Eastern Time, excluding REDCOM holidays, requests for Services may be made by contacting REDCOM Customer Service at +1-585-924-6500 or by e-mail at service@redcom.com
 - ii. Outside of REDCOM’s normal business hours, requests for Services may be made by contacting REDCOM Customer Service at +1-585-262-3659.
- f. Outside of REDCOM’s normal business hours, Services for non-service-affecting issues will be provided on a reasonable effort’s basis only.
- g. REDCOM reserves the right to charge You at REDCOM’s then-current hourly rate for repeated requests for Services for non-service-affecting issues outside of REDCOM’s normal business hours.
- h. Services under this Support Plan do not include support of software or hardware not purchased from REDCOM, network issues, issues with other vendors’ products, requests for new product features, or bug fixes.
- i. REDCOM reserves the right to determine whether a particular services issue is covered under this Support Plan, or not.



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- j. Support requests are expected to come from persons trained on the software and authorized by REDCOM, and if required, authorized by You.
 - k. REDCOM reserves the right to limit technical support to a reasonable number of hours.
 - l. The price for this Support Plan is based upon an annual basis, as a percentage of Your total license fees. REDCOM reserves the right to change (increase or decrease) the price for subsequent renewal terms.
2. The Term of Your Support Plan will automatically renew at the end of each Term for a period of twelve (12) months. REDCOM will provide sixty (60) days advance written notice to You prior to a scheduled Term renewal date and include in the notice any changes to price or terms as may be applicable, and invoice You accordingly. Payment must be paid by You prior to the commencement of the new or extended term. REDCOM will withhold Services, and coverage under the Hardware Warranty, until payment is received.
 3. If You desire to resume coverage after letting Your Support Plan Term lapse, You will be required to purchase a new Support Plan. The new Support Plan will be charged at a cost of 150% of the standard Support Plan rate. The new Support Plan Term's effective date will be retroactive to the first day following the lapsed Support Plan Term. The new Support Plan Term will expire twelve (12) months from the purchase date. REDCOM has the sole discretion to allow You to extend the Support Plan Term if there is any lapse in the Term.
 4. REDCOM reserves the right to change these T's&C's upon written notice.
 5. These T's&C's shall be governed by the law of the state of New York.



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