



Service Level Agreement

1. AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) the provisioning of services required to support and sustain the use of Marketware products.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered, as the primary stakeholders mutually understand them. This Agreement does not supersede current processes and procedures unless explicitly stated herein. This Agreement does not supersede any service levels provided for in the Master Software License and Services Agreement.

2. GOALS & OBJECTIVES

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service, support and delivery to the Client by the Service Provider.

The goal of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider and Client.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the Client.
- Match perceptions of expected service provision with actual service support & delivery.

3. STAKEHOLDER

The following Service Provider and Client will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider(s): Marketware, Inc. (“Provider”) Client(s)

4. PERIODIC REVIEW

This Agreement is valid from the effective date outlined in the Client’s purchase and is coterminous with the Master Software License and Services Agreement. This Agreement should be reviewed at a

minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Marketware Client Success Manager is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained in writing from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Review Period: Annually

5. SERVICE AGREEMENT

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1 Service Scope

In Scope Items: The following Services are covered by this Agreement:

- Manned telephone support
- Monitored email support
- Issue tracking
- Remote assistance using a remote desktop application
- Implementation
 - Implementation plan and mutual responsibilities for Marketware and Client to be set in kick off call

Platinum Support Includes:

- ASAP response time (8 business hours maximum)
- Dedicated Client Success Manager (CSM)
- Dedicated Product Expert (PE)
- Quarterly Executive Business Reviews (EBR)
- ROI tracking by Client Success Manager
- Data analysis and support
- Weekly/Bi-weekly call with dedicated CSM and PE
- Product Support Expert exists to assist with any/all product issues and problems on a 24/7 basis. Calls received outside of office hours will be forwarded to a messaging service and best efforts will be made to answer/action the call as soon as possible.

Gold Support Includes:

- ASAP response time (8 business hours maximum)
- Dedicated Client Success Manager (CSM)
- Dedicated Product Expert (PE)
- Quarterly Executive Business Reviews (EBR)
- ROI tracking by Client Success Manager
- Bi-weekly call with dedicated CSM and PE

Silver Support Includes:

- ASAP response time (8 business hours maximum)
- Dedicated Client Success Manager (CSM)
- Access to the Product Expert team (PE)
- Bi-annual Executive Business Reviews (EBR)
- Monthly call with dedicated CSM and PE

Basic Support Includes:

- ASAP response time (8 business hours maximum)
- Access to the Product Expert team (PE)
- Annual Executive Business Reviews (EBR)
- ROI tracking by Client Success Manager
- Quarterly call with CSM and PE

Out of Scope items: The following Services are not covered by this Agreement:

- Support after business hours & federally observed holidays

5.2 Client Requirements

Client responsibilities and/or requirements in support of this Agreement include:

- Payment for all undisputed support costs at the agreed renewal date interval.
- Reasonable availability of Client representative(s) when resolving a service related incident or request.
- Should the Client receive an "Auto-Reply" or "Out of Office" email from any Marketware representative, Client will read the entire email, and attempt to identify and contact the provided alternative point of contact. Service Provider shall ensure that all Marketware representatives adequately and fully identify alternative contacts in out of office messaging.

5.3 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Providing Dedicated Product Support Expert
- Providing Dedicated Client Success Manager (CSM)
- Appropriate notification to Client for all scheduled maintenance windows and system down times
- Effectively communicating product enhancement requests from Client to the product development team

6. SERVICE MANAGEMENT

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1 Service Availability

In Scope Items:

- Coverage parameters covered in this Agreement are as follows:
- Product Expert Telephone Support: 8:00 A.M. to 5:00 P.M. MST Monday – Friday
- For emergencies it is best to reach out to your Client Success Manager directly via phone or email.
- Email support: Monitored 8:00 A.M. to 5:00 P.M. MST Monday – Friday Emails received outside of office hours will be collected, however no action can be guaranteed until the next business day.

6.2 Service Requests

Service Requests and Product Enhancement Requests will be treated differently. Both Service Requests and Product Enhancement requests will be noted and discussed on reoccurring cadence calls.

All requests, including emails and phone calls, will be responded to as soon as practicable. In the event that we are not able to respond immediately, due to it being over the weekend, after business hours, on a holiday, etc., Marketware will reply within 8 business hours maximum.

In support of services outlined in this Agreement, Marketware has established levels of issue severity to help us understand the associated ramifications due to the encountered issue. Marketware will respond to service related incidents and requests submitted by the Client within 8 business hours for all issues and requests, regardless of level of severity; provided, however, that Marketware will respond to and resolve any HIGH priority issues within two (2) hours.

- HIGH priority issues have an extreme impact on your production system with no workaround or alternative available. Examples include: a complete loss of service even after a restart has been performed or is unusable.
- MEDIUM priority issues have a medium impact on your production system that involves a partial or limited loss of noncritical functionality. A workaround exists which allows for the continuance of normal operations.
- LOW priority issues have a low impact on your production system that involves no loss in functionality or is a general usage question.

Marketware shall correct any errors in the Software or Services reported by Customer or otherwise known to Marketware in accordance with the priority level assigned by Customer to such error, as set forth above.

Product Enhancement Requests should be communicated to your assigned CSM. The

The Marketware Product team will review and evaluate each request and will then be prioritized accordingly. A periodic update on your submitted enhancement requests will be provided as new developments are rolled out.

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