



Service Level Agreement

1. Agreement overview.

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) the provisioning of services required to support & 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This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.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 & procedures unless explicitly stated herein. This Agreement does not supersede any service levels provided for in the Master Software License & Services Agreement.

2. Goals & objectives.

The purpose of this Agreement is to ensure that the proper elements & commitments are in place to provide consistent service, support & 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 & Client.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles &/or responsibilities
- Present a clear, concise & 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 & Client will be used as the basis of the Agreement & 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 & is coterminous with the Master Software License & Services Agreement. This Agreement should be reviewed once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Your Client Success Strategist 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 & communicated to all affected parties. The Document Owner will incorporate all subsequent revisions & 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:

- Remote assistance using a remote desktop application
- Manned telephone support between 8 am – 5 pm MT
- Monitored email support via support@marketware.com
- Documenting & tracking issues & enhancement requests
- Implementation planning & support
- Notification of new functions, features & dashboards/reports
- Access to virtual new user training events & materials

Platinum support includes:

- Dedicated Client Success Strategist (CSS)
- Quarterly Executive Business Reviews (EBR)
- Quarterly access to one custom data analysis project & related support (Spark); access to additional custom data analysis available at discounted rates
- Weekly/Bi-weekly call with dedicated CSS to support training, optimization & new user adoption
- Annual onsite visit by CSS to support client's training & optimization goals

Gold support includes:

- Dedicated Client Success Strategist (CSS)
- Bi-Annual Executive Business Reviews (EBR)
- Bi-Annual access to one custom data analysis project & related support (SPARK); access to additional custom data analysis available at discounted rates
- Bi-Weekly/Monthly cadence call with dedicated CSS to support training, optimization & new user adoption
- Discounted onsite visit by CSS to support client's training & optimization goals

Silver support includes:

- Dedicated Client Success Strategist (CSS)
- Annual Executive Business Reviews (EBR)
- Annual access to one custom data analysis project & related support (SPARK); access to additional custom data analysis available at discounted rates
- Monthly/quarterly optimization call with dedicated CSS to support training, optimization & new user adoption
- Discounted onsite visit by CSS to support client's training & optimization goals

Basic support includes:

- Annual Executive Business Reviews (EBR)
- Quarterly call with Client Success Strategist (CSS) to support training, optimization & new user adoption

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 &/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, & attempt to identify & contact the provided alternative point of contact; service provider shall ensure that all Marketware representatives adequately & fully identify alternative contacts in out of office messaging

5.3 Service provider requirements.

Service provider responsibilities &/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents
- Providing email & phone access to Product Support during business hours
- Access to Client Success team to support training & optimization needs
- Appropriate notification to Client for all scheduled maintenance windows & 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 & related components.

6.1 Service availability.

In-Scope Items - coverage parameters covered in this Agreement are as follows:

- Phone Support: Manned between 8 AM to 5 PM MST Monday – Friday
- Email support: Monitored between 8 AM to 5 PM MST Monday – Friday, emails received outside of office hours will be collected; however, no action can be guaranteed until the next business day
- For emergencies, it is best to reach out to your Client Success Strategist directly via phone or email

6.2 Service requests.

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

All requests, including emails & phone calls, will be responded to as soon as practicable. If 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 & requests submitted by the Client within 8 business hours for all issues & requests, regardless of level of severity.

- 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 CSS. The Marketware Product team will review & evaluate each request, prioritizing these accordingly. A periodic update on your submitted enhancement requests will be provided as new developments are rolled out.