

## Support Services Level Agreement (“SLA”)

This Support Services Level Agreement is subject to the Master Subscription License Agreement (the “Agreement”) by and between PoliteMail and Customer and this Support Services Level Agreement sets forth the terms of the Service Level Agreement (“SLA”) which PoliteMail will provide to Customer for the Software licensed under the Agreement and made available during the Subscription Term. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

### Support Services

Support requests made by a customer via phone, email or a support site form submission will be assigned a support incident Ticket.

A “Ticket” is a single support request regarding one specific issue, incident, problem, or anomaly regarding the operation of the Software.

Service level support times vary in accordance with the support package purchased, as specified in an Order, and according to the terms of the Agreement. Support packages include a defined number of Ticket credits and/or hours which may be utilized for Support Services, and additional credits and/or service hours may be purchased during the Subscription Term by additional or amended Order.

- a. Support Hours of Operation.** PoliteMail will provide operational support, integrity checking, and root cause analysis during our standard hours of operation of Monday - Friday 7am to 7pm ET, Excluding U.S. national holidays.
- b. Ticket Resolution.** A Ticket will be considered resolved when: (i) the provision of a solution or reasonable workaround to the issue has been provided and accepted by the Customer, (ii) the issue cannot be replicated by PoliteMail or the Customer, or, upon the restart or reinstall of the Software, such issue no longer occurs, (iii) the Ticket is reasonably determined to be the result of another system beyond PoliteMail’s reasonable control (and in such case, PoliteMail will, when possible, provide some advice or direction on how to resolve such), (iv) the Ticket is reasonably considered an enhancement or a new feature request, or (v) the Customer is non-responsive to follow-up regarding the Ticket for a period one day greater than the Final Resolution timeframe.
- c. Acceptance.** The provision of solution or workaround is accepted when a Customer confirms, via voice or email, the issue is closed or if Customer fails to provide confirmation within one day after PoliteMail sends customer a request for confirmation.
- d. Unresolved Tickets.** If a given Ticket is reasonably and mutually determined to be an operation of the Software which does not perform substantially in accordance with the Documentation (i.e., a bug or otherwise), then PoliteMail will remedy the Ticket in accordance with the applicable terms of warranties set forth in the Agreement, and no credits or hours will be consumed or billed for such Ticket hereunder.
- e. Severity Levels.** Ticket severity levels will be determined by the PoliteMail support representative according to the following definitions:

<b>Severity Level</b>	<b>Definition</b>
1: High Critical	<p>A level 1 high severity ticket is a critical problem with the Software or Services in which any of the following occur: the Software or Services are down, inoperable, inaccessible or unavailable to Customer; the Customer can not send an email using the Services; the Software otherwise materially ceases operation; or the performance or nonperformance of the Software prevents all useful work from being done;</p> <p>E.g. Inability to send a measured email due to issues with the PoliteMail Services</p>
2: Medium	<p>A level 2 medium severity ticket is an issue related to faulty or apparently faulty operation of the Software or Services which interfere with completely accomplishing a function, system performance issues, issues related to connectivity, authentication, or issues with connected or integrated systems.</p>
3: Low	<p>A level 3 low severity ticket are how-to questions, functional or operational questions, occasional anomalies or issues with the operation of the Software involving peripheral functionality.</p>
<b>Resolution</b>	<b>Definition</b>
<b>Critical Resolution</b>	<p>Within the timeframe provided, the Software and Services related to the critical ticket shall be restored to operational. In some cases, this may not be the final resolution, which may require additional remediation time or a Software update.</p>
<b>Temporary Resolution</b>	<p>Within the timeframe provided, the Software and Services shall be provided with a method to continue use of the Software and Services. A temporary resolution may be a work-around, patch, script or alternative procedure.</p>
<b>Final Resolution</b>	<p>Within the timeframe provided, the Software and Services shall be restored to operational. In some cases, this may not be a final resolution, which may require additional remediation time.</p>

The following SLA time frames start within PoliteMail support standard hours of operation. If a request is input before or after the standard hours of operation, the time begins on the next following standard working hour. Some resolutions will require installation or updates of software on the Customer side which is outside of our control.

<b>Support Package</b>	<b>Initial Response:</b> You will receive a response	<b>Critical Resolution:</b> For Severity Level 1 issues we will have you back to operational	<b>Temporary Resolution:</b> We will provide a solution or temporary work-around to all issues	<b>Final Resolution</b> We will provide a final resolution to all issues
<b>Business Standard</b>	Within <b>4</b> hours	Within <b>12</b> hours	Within <b>5</b> days	Within <b>15</b> days
<b>Corporate Preferred</b>	Within <b>2</b> hours	For SaaS Services: Within <b>6</b> hours  For on-premise: Within <b>8</b> hours	For SaaS Services: Within <b>3</b> days  For on-premise: Within <b>4</b> days	For SaaS Services: Within <b>10</b> days  For on-premise: Within <b>12</b> days
<b>Enterprise Priority</b>	Within <b>1</b> hour	For SaaS Services: Within <b>4</b> hours  For on-premise: Within <b>6</b> hours	For SaaS Services: Within <b>2</b> days  For on-premise: Within <b>3</b> days	For SaaS Services: Within <b>7</b> days  For on-premise: Within <b>10</b> days
<b>Exceptions</b>	<p>In the event the root cause of the issue ticket is a bug in the Software, the Final Resolution may take up to 30 days in order to correct, validate, test and release such resolution fix. PoliteMail will notify the Customer of such in writing with the expected remediation timeframe.</p> <p>For software updates, if the Customer is unable to make updates to the Software within the SLA timeframes above, the SLA timeframe clock shall pause from the time the update is provided, until the time the Customer has installed the update.</p> <p>In the event a resolution requires reasonable communication with Customer (a user or technician experiencing the issue), input from Customer (answers to specific questions regarding the issue), or access to Customer systems, the SLA timeframe clock shall pause from the time PoliteMail makes such reasonable request until the Customer is able to provide the resources required to fulfill such.</p>			

## Software Updates and Maintenance Releases

- a. **Updates and revisions.** PoliteMail will make all updates and revisions on the Software available to Customer no later than when they are generally available to PoliteMail's other Customers. Such updates and revisions shall not impair the then existing performance levels in any way, and will be compatible with Customer's use of the Software, although certain features and functionality of the Software may change from the previous version(s) of the Software. PoliteMail will communicate and coordinate with Customer prior to the delivery of such updates and revisions.
- b. **Upgrades.** Version upgrades may require the services of additional technical support and installation, at an additional fee, not exceeding the initial fee for Services charged for the applicable server or services implementation and configuration.
- c. **Microsoft compatibility.** All revisions will be compatible with the then current and future Microsoft products used in connection with the Software, and will be provided by PoliteMail to Customer within thirty (30) days of Microsoft's release of the relevant products.
- d. **Documentation.** Documentation of the existing Software will be revised and updated as necessary to reflect the then current operation of the Software. PoliteMail will promptly provide such revised and updated Documentation to Customer as made available on PoliteMail's support website.

## Remedies

- (a) **Ticket Credits.** For each occurrence where PoliteMail failed to provide the applicable Temporary Resolution or Final Resolution according to the time requirements set forth herein, PoliteMail will give Customer a credit at the end of the then-current month in an amount equal to:
  - (1) the fee for one (1) Support Ticket, equaling to the applicable annual fees for the purchased Support Services, divided by the number of Support Tickets included in such package; or
  - (2) If the applicable Support Services were not renewed for an additional term or if such Support Services were terminated prior to the end of any Subscription Term, or otherwise, PoliteMail will give Customer a reasonably prorated refund instead of the credit described above.

PoliteMail will calculate and apply or pay any credits automatically, without any action by the Customer, to the Customer's next invoice or refund the amount at the end of the Subscription Term.

- (b) **Other Remedies.** In addition to the other remedies set forth in the Agreement, this Support Services Level Agreement, and the remedies available at law or in equity, PoliteMail's failure to perform its obligations hereunder will entitle Customer in its sole discretion to:
  - (1) promptly receive from PoliteMail at no additional expense to Customer, duplicative Software or Services, until the issue is fully cured and cannot be repeated; or
  - (2) terminate the Support Services and receive a reasonably prorated refund of the fees paid by Customer for such the Support Services.

(c) **Escalation.** If Customer feels the need to escalate an issue for any reason, the Account Executive, Relationship Manager and/or Service Manager identified in the Order will be available for escalation and resolution assistance.