



Act-On Software, Inc.

Software Support Services

Last updated: September 13, 2022

Act-On shall provide software support services in accordance with these terms (“Support Services”) which may be modified by Act-On from time to time. Act-On offers three levels of Support Services: Silver, Gold, and Platinum. Except where noted below, all terms and conditions of these support services terms shall apply to all levels of Support Services.

1. Definitions

Cloud Release means any progression, update, or upgrade of the Services, excluding Versioned Features.

Critical means an issue that has critical business impact on a production system, resulting in Customer’s production system being either down or functioning at a significantly reduced capacity when taken as a whole.

Customer Success Manager means an Act-On resource who provides guidance, accountability, internal customer advocacy, and cross-departmental alignment on behalf of the Customer. The Customer Success Manager will respond to, provide updates around, and drive toward resolution, any issues determined to be important to Customer’s business objectives. The Customer Success Manager supports multiple accounts as a shared resource.

Low means an issue that does not impact existing functionality, including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance, or functionality of Customer’s production system.

Medium means an issue that has a business impact on a production system, resulting in some functionality loss on Customer’s production system. The Services are generally usable, but does not provide a function in the most convenient or expeditious manner.

Monthly Check-Ins are monthly meetings with Customer to review customer initiatives, customer metrics, any outstanding customer issues, recommendations, and other events that may affect Customer’s use of the Services.

Business Reviews are a periodic meeting with Customer to review items such as business objectives and initiatives, roadmap updates, performance, usage and adoption metrics, and other key topics relating to Customer’s success.

Deliverability Review means a service provided to Customer on a quarterly basis by a deliverability expert who analyzes sending practices and provides guidance for optimal inbox placement.



Marketer On-Demand (MOD) means a professional services consultant will assist customers with training, configuration, and best practice guidance of their Act-On instance. MOD does not include strategic, custom integration or development services.

Versioned Features means those features of the Service deployed on-premise.

2. Items Covered by Support Services

Support Services shall include: (a) online, and email support for all technical issues relating to the use of the Services (including errors or problems with the Services, issues during setup, and assistance understanding specific features); (b) all Supported Versions as they become available pursuant in accordance with Section 4.

3. Items Not Covered by Support Services

Act-On is not obligated to provide Support Services for errors or problems caused by the following: (a) third-party components not provided by Act-On or contemplated within the Documentation; (b) any modifications to the Services; (c) use of the Services other than as described in the Documentation and (d) continued use of a versioned product for which Support Services are no longer provided in accordance with Section 4.

4. Supported Versions

Cloud Releases are supported for the Subscription Term. For versioned products, Act-On shall only provide Support Services for the latest released version.

5. Hours

Support Services business hours are 3:00 pm Sunday through 5:00 pm Friday (Pacific), excluding holidays. Support Services are available 24X7 for Critical issues when submitted online.

6. Contact Methods

Support service requests may be made online, via email (support@act-on.com). While Act-On will use commercially reasonable efforts to respond to a Customer's request using any of the above channels, Act-On only guarantees its initial response targets when submitted online.

7. Customer Obligations

Customer agrees to provide Act-On with all information and materials reasonably requested by Act-On for use in replicating, diagnosing, and correcting an issue with the Services reported by Customer. Customer acknowledges that Act-On's ability to provide satisfactory Support Services is dependent on Act-On having the information necessary to replicate the reported problem with the Solution. In submitting a service request to Act-On, Customer will send a complete and accurate report that includes (a) Customer name and technical contact information; (b) where applicable, the version of the software; (c) a reasonably detailed description of the request, together with any supporting information that Customer believes will assist Act-On in its diagnostic process; (d) any error message(s) or other message(s) generated by the system in association with the request; (e) any applicable trace files and/or logs; (f) a test case or instructions necessary to demonstrate the request; (g) identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available; and (h) the date and time that the service request is submitted to Act-On. Customer acknowledges that the implementation of a new release provided by Act-On may be necessary to



resolve the service request. Act-On does not have any obligations under Support Services to remedy issues that will be fixed by implementation of the new release.

8. Response Times and Resolution Process

Act-On shall comply with the response time targets set forth below based on the severity level of the particular service request and the Support Level customer has purchased.

Category	Support Level & Initial Response Target	Resolution Process
Critical	Silver = 1 Hour Gold = 30 Minutes Platinum = 30 Minutes	Act-On will use commercially reasonable efforts to resolve Critical issues as soon as possible. To achieve this, Act-On will work 24x7x365 until resolution. The resolution will be delivered to Customer as a workaround or as an emergency software fix. Upon Act-On's delivery of a workaround, or to the extent Customer is not able to assist with the resolution of the case, Act-On reserves the right to reclassify the severity level.
Medium	Silver = 1 Business Day Gold = 4 Business Hours Platinum = 4 Business Hours	Act-On will use commercially reasonable efforts to resolve Medium issues in a future release. If Act-On determines, in its sole discretion, that the requirement is unique to Customer's operations, Act-On reserves the right to reclassify the severity level.



Low	Silver = 2 Business Days Gold = 1 Business Day Platinum = 1 Business Day	Act-On does not guarantee resolution of Low issues.
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9. Premium Services

Act-On shall provide the following premium support services to Customer.

Service	Gold	Platinum
Customer Success Manager	Yes	Yes
Escalation Management	Yes	Yes
Business Reviews	Yes	Yes
Monthly Check-ins	No	Yes
Deliverability Reviews	No	Yes
Marketing On-Demand Consulting	No	Yes

10. Term and Termination

Support Services will be provided for the term set forth on the relevant Order. Any termination of the Master Services Agreement between Act-On and Customer will automatically terminate Support Services.