



Act-On Software, Inc.

Software Support Services

Last updated: January 18, 2023

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 all customers a standard level of support which is designed to ensure the successful, ongoing operation of the platform.

All customers with a current subscription will receive Support Services as described in this document. Customers may choose to subscribe to one of Act-On’s optional support packages which modify the standard support terms, and which may include additional services. As of January 2023 the current optional support packages are “Premium” and “Premium Plus” (or “Premium+”). The legacy packages, “Gold” and “Platinum,” remain in effect for subscribed customers. Any prior reference to the “Silver” package has been replaced with “Standard.”

1. Definitions

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

Critical means an issue that is business stopping on a production system with no acceptable workaround, resulting in a critical impact on the Customer’s operations.

High means an issue where a feature or function is severely impacted such that the Customer’s business is materially impacted (such as a risk of missing deadlines.)

Medium means an issue where the Services are generally usable, but do not provide a function in the most convenient or expeditious manner.

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.

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 periodic 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. 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.



7. 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.

	During Business Hours		Outside Business Hours	
	Critical Issue	All other issues	Critical Issue	All other issues
Standard	1 hour	2 business days	1 hour	N/A
Premium	30 minutes	4 business hours	1 hour	N/A
Premium +	30 minutes	2 business hours	1 hour	N/A
Gold	30 minutes	4 business hours	1 hour	N/A
Platinum	30 minutes	4 business hours	1 hour	N/A

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. Act-On may also reclassify the severity of an issue when it does not meet the criteria described in this document.

8. Support Services

Service	Standard	Premium	Premium Plus
Help Center Access <i>Product documentation, how-to guides, training videos, and other self-service materials available online at connect.act-on.com.</i>	Yes	Yes	Yes
Email and Web Form Support <i>Email support@act-on.com or file a case online through connect.act-on.com. Note that all email-initiated cases are assigned a "medium" priority regardless of subject or content. Critical cases must be filed using the online form to trigger the SLA targets. Email cases must be sent from a known email address associated with the Customer's account in order to trigger SLA targets.</i>	Yes	Yes	Yes
Support through live chat <i>Direct, online chat with a support agent during most business hours. Authorized users must be logged in at connect.act-on.com to access chat.</i>	No	Yes	Yes
Inbound (direct dial) phone support <i>Authorized users will be able to call directly to the support team for assistance during most business hours. Outside business hours or in the unexpected event of high call volume, a voicemail and call back may be provided.</i>	No	No	Yes
Scheduled support calls <i>Through the online form at connect.act-on.com, authorized users may select an available time slot and book a 20-minute time with</i>	No	6/year	As often as you want



the support team.			
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9. Additional Services

Service	Standard	Premium	Premium Plus
Daily Deliverability Health Monitoring <i>Act-On will enable daily monitoring of the customer environment to help ensure email programs are operating within tolerance.</i>	No	Yes	Yes
Monthly Deliverability Report <i>Act-On will send a standard report to Customer's designated primary contacts with a summary of email performance for the prior period.</i>	No	Yes	Yes
Deliverability Review Meeting <i>One of Act-On's deliverability experts will meet with Customer on a periodic basis to review and analyze Customer's sending practices and provides guidance for optimal inbox placement.</i>	No	2x/year	4x/year
Email Pre-send Check Solution <i>Act-On will provide access to tool(s) that allow Customer staff and Act-On deliverability experts to evaluate email content before it is sent to identify potential performance improvement opportunities.</i>	No	No	Yes
Marketing Automation Office Hours <i>At various, published times throughout each month, members of Act-On's consulting practice will host online, group meetings that Customer may join for the purpose of asking questions related to marketing automation best practices.</i>	Yes	Yes	Yes
Marketing Automation Guidance Sessions <i>Customer may schedule private, 40-minute, virtual calls with one of Act-On's consulting team members to discuss marketing automation best practices, review a specific program, or other general topics related to the effective use of Act-On.</i>	No	4x/year	As often as you want

10. Legacy Premium Services (Gold and Platinum)

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	No
Marketing Automation Guidance Sessions	No	Yes

11. 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.