



Act-On Software, Inc.
Availability and Support Services Terms and Conditions

These Availability and Support Services terms and conditions ("**Support Terms**") describe the technical support services and service availability commitments provided by Act-On Software, Inc. ("**Act-On**") for the Services.

1. **Relationship to Agreement.** These Support Terms are the "Support Terms" (or similarly named terms) referenced in Act-On's Subscription Services Agreement or other written agreement between Act-On and Customer that governs Customer's access to and use of the Services (the "**Agreement**"). Capitalized terms not defined in these Support Terms have the meanings given to them in the Agreement. These Support Terms are subject to the Agreement and the applicable Order Form. Act-On may update these Support Terms from time to time; provided that any update will not materially reduce the Support Services or Required Uptime Percentage during Customer's then-current Subscription Term. If there is a conflict between these Support Terms and the Agreement, the Agreement controls unless these Support Terms expressly state otherwise.
2. **Definitions.** As used in these Support Terms, the following capitalized terms have the meanings set forth below. Capitalized terms used but not defined in this Section 2 or elsewhere in these Support Terms have the meanings given to them in the Agreement.
 - 2.1. "**Available**" or "**Availability**" means that the material components of the Services are available at the application level and working without substantial functional degradation, measured at the point where the Services are made available on the Internet from Act-On's hosting environment. Availability = (Total Minutes minus Excluded Downtime minus Downtime) / (Total Minutes minus Excluded Downtime) * 100. For purposes of this calculation, "**Total Minutes**" means the total number of minutes in the applicable calendar month, and "**Downtime**" means the total number of minutes in the applicable calendar month during which the Services are not Available, excluding Excluded Downtime. Downtime.
 - 2.2. "**Business Review**" means a periodic meeting with Customer to review business objectives and initiatives, roadmap updates, performance, usage and adoption metrics, and other topics relating to Customer's success.
 - 2.3. "**Critical**" means an issue that is business-stopping on a production system with no acceptable workaround and that has a critical impact on Customer's operations.
 - 2.4. "**Deliverability Review**" means a periodic service provided by a deliverability expert who analyzes Customer's sending practices and provides guidance for optimal inbox placement.
 - 2.5. "**Excluded Downtime**" means downtime caused by or resulting from: (a) pre-scheduled maintenance periods for which Customer receives commercially reasonable prior written notice and that are commercially reasonable in frequency and duration; (b) emergency maintenance or other urgent measures reasonably necessary to protect the security, availability, integrity, or performance of the Services; (c) force majeure events; (d) hardware, software, systems, or other items not within Act-On's reasonable control; (e) network intrusions or denial-of-service attacks; (f) outages caused by third-party internet transport providers, independent internet service providers, or other third parties; (g) third-party integrations, connectors, APIs, applications, platforms, marketplaces, or services; (h) Customer's systems, networks, internet connectivity, devices, data, content, credentials, configurations, domain name services, single sign-on, authentication systems, or failure to use the Services in accordance with the Documentation; (i) suspension of the Services in accordance with the Agreement; (j) Customer's use of the Services in excess of applicable usage limits, sending limits, rate limits, or other technical limits; (k) mailbox providers, recipient mail servers, spam filters, blocklists, domain authentication issues, email reputation issues, or other deliverability-related events not caused by Act-On's breach of the Agreement; or (l) changes or modifications to the Services made by Customer or at Customer's direction.
 - 2.6. "**High**" means an issue where a feature or function is severely impacted such that Customer's business is materially impacted, such as a risk of missing deadlines.
 - 2.7. "**Low**" means an issue that does not impact existing functionality, including general usage questions, issues related to a non-production environment, or feature requests.



- 2.8. "**Medium**" means an issue where the Services are generally usable but a minor feature is not useable or where a function is not made available in the most convenient or expeditious manner.
- 2.9. "**Monthly Check-In**" means a monthly meeting with Customer to review customer initiatives, customer metrics, outstanding customer issues, recommendations, and other events that may affect Customer's use of the Services.
- 2.10. "**Monthly Service Credit**" means the applicable percentage of Customer's monthly subscription fees for the affected Services, as set forth in Section 4.1. Monthly subscription fees are calculated by dividing Customer's annual subscription Fees for the affected Services, excluding Professional Services fees, by 12.
- 2.11. "**Required Uptime Percentage**" means Availability of at least 99.5% of each calendar month.

3. **Support Services.**

- 3.1. **Overview.** Act-On will provide technical support services for the Services in accordance with these Support Terms ("**Support Services**"). Support Services become available on the start date of the applicable Subscription Term and end upon expiration or termination of the applicable Subscription Term. All Customers with a current subscription to the Services receive the Standard level of Support Services, unless the applicable Order Form states that Customer has purchased or is entitled to a different support package. Act-On may offer optional support packages that modify or supplement the Standard Support Services. Current optional packages include Premium and Premium Plus. The features and service levels associated with each package are described in Sections 3.6, 3.7 and 3.8 of these Support Terms. Legacy support packages, including Gold and Platinum, remain in effect only for Customers that previously subscribed to those packages under an applicable Order Form. The services associated with legacy packages are described in Section 3.9 of these Support Terms. Legacy packages are not available for new subscriptions unless otherwise agreed in writing by Act-On.
- 3.2. **Support Services Coverage.** Act-On will provide the Support Services via online ticket submission and email communications. Support Services are available only to Customer's authorized support contacts, and Act-On may limit the number of authorized support contacts for Customer's account. Support Services generally include customer assistance for the use, operation, and troubleshooting of the Services. Support Services include intake, triage, and tracking of support requests; investigation of reported errors, service issues, and access problems; guidance on configuration, setup, and use of generally available features; assistance locating documentation, help center resources, release notes, and other self-service materials; status updates for open support requests; escalation of confirmed service defects to appropriate technical teams; and provision of available workarounds, fixes, or other information reasonably designed to address reported issues.
- 3.3. **Exclusions from Support Services.** Support Services do not include custom development, implementation and onboarding services, managed services, professional services, data migration, strategic consulting, formal training, or support for third-party products or services, except to the extent expressly included in the Customer's purchased support package or applicable Order Form. Act-On also is not obligated to provide Support Services for errors or problems caused by:
 - 3.3.1. third-party components not provided by Act-On;
 - 3.3.2. modifications to the Services not made by Act-On; or
 - 3.3.3. use of the Services other than as described in the Agreement, Documentation, or applicable Order Form.
- 3.4. **Support Hours.** Support Services business hours are 3:00 a.m. Monday through 5:00 p.m. Friday Pacific Time, excluding Act-On-observed holidays. Support Services are provided in English only. Support Services are available 24x7 for Critical issues when submitted online. Critical issues must be submitted through the online support form to trigger the applicable response time target.
- 3.5. **Customer Obligations.**
 - 3.5.1. Each support request should include any information reasonably requested by Act-On including, without limitation, the Customer's name, technical contact information and other identification required by Act-On, a reasonably detailed description of the request, and any relevant



supporting information, including error messages, system messages, trace files, logs, test cases or instructions necessary to demonstrate the issue, and identification of additional available information, including dumps or logs.

3.5.2. Customer acknowledges that Act-On's ability to provide Support Services depends on Act-On receiving the information necessary to replicate and diagnose the reported issue. Act-On's response time targets, investigation, mitigation, and resolution efforts are tolled during any period in which Customer fails to provide information, access, cooperation, or assistance reasonably requested by Act-On. Implementation of a new release provided by Act-On may be necessary to resolve a support request.

3.6. Response Time Targets and Resolution Process.

3.6.1. Act-On will use commercially reasonable efforts to meet the response time targets below based on the severity level of the support request and Customer's support level. A response may consist of Act-On's initial acknowledgment, triage, request for additional information, escalation, status update, workaround, mitigation plan, or other action reasonably related to the support request, and does not mean resolution of the support request. For purposes of the table below, "All Other Issues" means High, Medium, and Low issues.

Support Level	Critical Issue During Business Hours	All Other Issues During Business Hours	Critical Issue Outside Business Hours	All Other Issues Outside Business Hours
Standard	1 hour	2 business days	1 hour	N/A
Premium	30 minutes	4 business hours	1 hour	N/A
Premium Plus	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

3.6.2. Act-On will determine the severity level of each support request in its reasonable discretion based on the information available to Act-On and the severity criteria set forth in these Support Terms.

3.6.3. Act-On will use commercially reasonable efforts to resolve Critical issues as soon as possible. The resolution may be delivered as an update, workaround, hotfix, service release, configuration change, action plan, emergency software fix, or other commercially reasonable mitigation. Upon Act-On's delivery of a workaround or other mitigation, or if Customer is unable to assist with resolution of the issue, Act-On may reclassify the severity level. Act-On may also reclassify the severity of an issue if the issue does not meet the criteria described in these Support Terms.

3.7. Support Services by Support Level.

3.7.1. The following table sets forth the support channels and features available at each current support level. Unless the applicable Order Form specifies that Customer has purchased or is entitled to a Premium or Premium Plus support package, Customer receives the Standard level of Support Services.

Service	Standard	Premium	Premium Plus
Help Center access, including product documentation, how-to guides, training videos, and other self-service materials available online at connect.act-on.com	Yes	Yes	Yes



Email and web form support through support@act-on.com or connect.act-on.com	Yes	Yes	Yes
Live chat support during Support Services business hours, subject to availability, through connect.act-on.com	No	Yes	Yes
Inbound direct-dial phone support during Support Services business hours, subject to availability	No	No	Yes
Scheduled 20-minute support calls through connect.act-on.com	No	6 per year	Subject to scheduling availability

3.7.2. Email-initiated cases are assigned a Medium priority regardless of subject line or content. To trigger the applicable response time target for a Critical issue, Customer must file the case using the online support form; email submissions will not trigger Critical response time targets. Email cases must be sent from a known email address associated with Customer's account to trigger the applicable response time targets.

3.8. Additional Services by Support Level. The following table sets forth the additional services available at each support level (Standard, Premium, and Premium Plus). Availability of each service is subject to the applicable Order Form and these Support Terms.

Service	Standard	Premium	Premium Plus
Daily deliverability health monitoring	No	Yes	Yes
Monthly deliverability report	No	Yes	Yes
Deliverability Review Meeting	No	2 times per year	4 times per year
Email pre-send check solution	No	No	Yes
Marketing automation office hours	Yes	Yes	Yes
Marketing automation guidance sessions	No	4 times per year	Subject to scheduling availability

3.9. Legacy Premium Support Services.

3.9.1. For Customers with active legacy Gold or Platinum support packages, Act-On will provide the applicable legacy premium support services set forth in the table below. Legacy Gold and Platinum support packages remain in effect only for Customers that previously subscribed to those packages and maintain an active subscription.

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

3.9.2. Legacy Gold and Platinum support packages are no longer available for new purchase. Customers with an active legacy support package who allow that package to lapse or who terminate the applicable Order Form will not be permitted to re-subscribe to the legacy package. Upon lapse or termination, the Customer may purchase a then-current support package (Standard, Premium, or Premium Plus) in accordance with the terms of the Agreement and the applicable Order Form.

4. Availability Commitment. Subject to the terms below, Act-On will use commercially reasonable efforts to make the Services Available for at least the Required Uptime Percentage.

4.1. Service Credits. If Act-On fails to meet the Required Uptime Percentage for a calendar month, Customer's sole and exclusive remedy for that failure is the applicable Monthly Service Credit set forth in the table below. Monthly Service Credits will be issued as a credit against future Fees owed by Customer under the Agreement. If no Fees remain payable at the time the Agreement terminates, the Monthly Service Credit will be provided to Customer as a refund paid within 30 days after the effective date of termination. Absent a separate breach of these Support Terms or the Agreement, Monthly Service Credits are Customer's sole and exclusive remedy, and Act-On's sole and exclusive liability, for any failure to meet the Required Uptime Percentage. Monthly Service Credits may not be exchanged for, or converted to, any other form of payment or consideration.

Availability Percentage	Monthly Service Credit
Greater than or equal to 99.5%	0%
Greater than or equal to 98.0% but less than 99.5%	4%
Greater than or equal to 97.0% but less than 98.0%	8%
Less than 97.0%	15%

4.2. Service Credit Claims.

4.2.1. To request a Monthly Service Credit, Customer must submit a claim to Act-On that satisfies each of the following requirements:

4.2.1.1. The claim must be sent by email to support@act-on.com.

4.2.1.2. The claim must include sufficient detail regarding the alleged unavailability to permit Act-On to investigate the claim, including the relevant dates, times, and duration of the unavailability.

4.2.1.3. The claim must be received by Act-On within 30 days after the end of the calendar month during which the Monthly Service Credit accrued.

4.2.2. All claims are subject to verification by Act-On. Act-On will evaluate each claim against its own system records and monitoring data. If Act-On determines that the Required Uptime Percentage was met for the applicable calendar month, or that the reported downtime constitutes Excluded Downtime, no Monthly Service Credit will be issued. Act-On will notify Customer of its determination within a commercially reasonable period following receipt of a complete claim. Failure to submit a claim in accordance with the requirements set forth in this Section 4.2 will result in forfeiture of Customer's right to the applicable Monthly Service Credit for that calendar month.