

SUPPORT SERVICES TERMS

1. SUPPORT. MomentFeed will provide Client with Support Services in accordance with these terms. All capitalized terms herein have the meaning in Section 6 below and in the then-current Master Services Agreement between Client and MomentFeed under which, together with an active Order Form, Client has the right to access an Application Service (“Agreement”).

2. SCOPE.

- a. Subject to these terms, MomentFeed shall address all Incidents that arise from Client’s use of the subscribed Application Service.
- b. We shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Application Service made by the Client or any third party; (b) First Level Support, which shall be provided by Client; (c) Enhancement Requests; or (d) any items excluded pursuant to Section 5.
- c. MomentFeed may offer Professional Services to help resolve issues that fall outside the scope of the Support Services, under a statement of work (SOW) and subject to the Agreement and MomentFeed's then-current professional services fees and terms.

3. TERM. The term for Support Services will commence on the Agreement Effective Date and shall continue as agreed in a fully executed Order Form. Fees for the Support Services on all subsequent Order Forms and renewals shall be set at then current MomentFeed pricing, unless otherwise agreed.

4. INCIDENT REPORTING AND RESPONSE TIMES.

- a. **Incident Reports.** All reports of Incidents must be made to MomentFeed by the Administrative User(s). The primary method for a Client to report an Incident is via MomentFeed’s Help Portal. The Client may substitute Administrative User(s) from time to time by giving MomentFeed prior written notice, including the relevant contact information for such new user.
- b. **Incident Information Required.** All Incident reports must, if applicable, include the following:
 - (i) The Client’s company name and specific account (if Client has more than one);
 - (ii) A reproducible Test Case that demonstrates the specific usage that causes the Incident being reported;
 - (iii) Exact wording of all related error messages.
 - (iv) A full description of the Incident and expected results.
 - (v) Any special circumstances surrounding the discovery of the Incident.
- c. MomentFeed may share such information and other information about Incidents with its contractors, vendors and/or third party application providers to support MomentFeed’s provision of the Support Services described herein.
- d. **Severity Levels.** MomentFeed will work with Client and will assign the appropriate Severity Level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. MomentFeed may reclassify Incidents based on the current impact on the Service and business operations as described in the Severity Level definitions. In the event MomentFeed determines that an Incident is in fact an Enhancement Request, it shall not be addressed under these Support Terms. MomentFeed monitors for Severity Level 1 issues 24 hours a day, 7 days a week and,

therefore, support for these issues is not limited to normal business hours. **“Severity Level”** means the Severity Levels 1-4 as defined below:

- (i) **“Severity Level 1 (Urgent)”** means an Incident where Client’s production use of the Application Service is stopped or so severely impacted that the Client cannot reasonably continue applicable business operations, and an acceptable Alternative Solution is not available. It may result in a material and immediate interruption of Client’s applicable business operation that will cause a loss of Client data and/or restrict availability to such data and/or cause a significant impact.
- (ii) **“Severity Level 2 (High)”** means an Incident where one or more important functions of the Application Service are unavailable with no acceptable Alternative Solution. Client’s production use of the Application Service is continuing but not stopped; however, there is a serious impact on the Client’s applicable business operations.
- (iii) **“Severity Level 3 (Normal)”** means an Incident where: (a) important Application Service features are unavailable but an Alternative Solution is available, or (b) less significant Application Service features are unavailable with no reasonable Alternative Solution. Clients experience a minor loss of applicable business operation functionality.
- (iv) **“Severity Level 4 (Low)”** means an Incident that: (a) has a minimal impact on applicable business operations or basic functionality of the Application Service, or (b) is an inquiry on application capabilities, navigation, or configuration.

e. **MomentFeed’s Obligations.** MomentFeed will make available Support Services access during Normal Support Hours for the Client to report Incidents and receive assistance. On receipt of an Incident report, MomentFeed shall establish whether there is an Incident for which the Client is entitled to Support Services under these Support Terms and, if so, shall:

- (i) Confirm receipt of the Incident report and notify Client of the Incident case number required for any communications about the Incident.
- (ii) Work with Client to set an Incident severity level based on the criteria herein.
- (iii) Analyze the Incident and verify the existence of the problem.
- (iv) Provide direction and assistance in resolving the Incident pursuant to these terms.

f. **Response Time Goals.** MomentFeed will make all commercially reasonable efforts to respond within the timeframes below during Normal Hours on Business Days.

a. Bronze Support Package

Severity 1 “Urgent”	Severity 2 “High”	Severity 3 “Normal”	Severity 4 “Low”
1 Hour	24 Hours	24 Hours	24 Hours

b. Gold Support Package

Severity 1 “Urgent”	Severity 2 “High”	Severity 3 “Normal”	Severity 4 “Low”
1 Hour	8 Hours	8 Hours	8 Hours

c. Platinum Support Package

Severity 1 “Urgent”	Severity 2 “High”	Severity 3 “Normal”	Severity 4 “Low”
1 Hour	2 Hours	2 Hours	2 Hours

5. COLLABORATION. MomentFeed’s obligation to provide the Support Services are conditioned upon
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the Client: (a) paying all applicable fees for Support Services prior to the date the Incident is reported; (b) having valid access to the Application Service; (c) providing MomentFeed with all reasonable assistance and providing MomentFeed with data, information and materials as that are reasonably necessary; (d) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Application Service; (e) providing all First Level Support; (f) providing appropriate contact information for all Administrative User(s); (g) utilizing MomentFeed's Help Portal.

6. EXCLUSIONS. MomentFeed will not be required to correct any Incident caused by (i) integration of any feature, program or device to the Application Service or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Service; or (iii) use of the Application Service that is not in compliance with the Agreement.

7. DEFINITIONS. The capitalized terms herein have the meanings below and in the Agreement.

- a. **Administrative User(s)** means the named Application Service administrators. Each MomentFeed Application Service is allotted one (1) named administrator.
- b. **Agreement** means the Master Service Agreement that provides Client with access to the Application Service.
- c. **Alternative Solution** means a solution or correction to an incident that allows the Application Service to function substantially in accordance with the Knowledge Base.
- d. **Business Days** are Monday to Friday during Normal Support Hours, excluding MomentFeed company holidays.
- e. **Enhancement Request** means a request by Client to add functionality or enhance performance beyond the specifications of the Application Service and are not included as part of Support Services.
- f. **First Level Support** means any support relating to calls from Client's customers, end users or affiliates or general resolution of user errors, network errors, provisioning errors or Internet delays or malfunctions.
- g. **Help Portal** is MomentFeed's online support portal that is accessible 24x7.
- h. **Incident** means a single support question or reproducible failure of the Application Service to substantially conform to the functions and/or specifications as described in Knowledge Base and reported by an Administrative User.
- i. **Normal Support Hours** are 6:00 a.m. to 6:00 p.m. Pacific on Business Days.
- j. **Response Time** means the targeted time period within which MomentFeed will use commercially reasonable efforts to contact Client to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that MomentFeed receives all required information as specified in Section 4.b. Response Times are measured during Normal Support Hours.
- k. **Support Services** means the English language support services for the Service provided by MomentFeed under the terms set forth herein, but do not include First Level Support or

Enhancement Requests.

1. **“Test Case”** means Client's instructions that allow MomentFeed to reproduce an Incident.