



## Support and Maintenance Agreement

SightWorks will provide telephone and email support for Platform Services on normal business days (excluding national holidays recognized by SightWorks) from 9:00 AM - 5:00 PM Pacific Time to assist in resolving problems, obtaining clarification relative to our Platform Services and reporting suspected defects or errors in our Platform Services.

After hours support tickets can be submitted at <http://www.sightworks.com/support>

SightWorks will diligently work for the prompt resolution of defects and errors in our Platform Services, and will respond to you by using a dedicated contact telephone number or e-mail address for each support ticket. Client agrees to appoint one person as the principle point of contact for the communication of bugs and errors to SightWorks and for the receipt of bug and error fixes, work-arounds and updates, if any. Additionally, Client may appoint another person as a backup of the principle contact. In the case of a system down condition attributable to SightWorks, SightWorks may utilize other means of communication for both reporting of errors and conditions.

SightWorks will respond to and complete correction of errors, defects and malfunctions, in accordance with the following schedule:

### Severity Level 1

**Definition:** Produces an emergency situation in which the Solution is inoperable, produces incorrect results which affects a significant portion of business, or otherwise fails catastrophically in a production system. An example is that Client cannot access anything, and/or a failure of a module that causes significant business impact.

**Response:** SightWorks agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity Level 1 fault as soon as possible but in any event a response via telephone will be provided within 1 hour during business hours (and 4 hours during other times) of notification by Client. SightWorks will use best endeavors to resolve Severity 1 faults in less than 1 business day, and in any event, will continue to use best endeavors to resolve Severity 1 faults until resolved. The resolution will be delivered to Client as a work-around or as an emergency software fix. Once SightWorks delivers an acceptable work-around, the severity classification will drop to a Severity 2 or lower.

Support for Severity Level 1 faults is provided twenty-four hours a day, seven days a week.

### Severity Level 2

**Definition:** Produces a high impact problem in a production system. One major function or subsystem of the Solution is not operational or is seriously impaired. An example is that many users have access to more content/services than they are entitled to.



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**Response:** SightWorks agrees that it will provide a response by a qualified member of its staff to begin to diagnose and correct a Severity 2 fault as soon as possible but in any event a response via telephone will be provided within 1 day of notification by Client. SightWorks will use best endeavors to resolve Severity 2 problems or provide a work-around within two days. A permanent fix will be issued within 15 working days. If SightWorks determines that the fault is not caused by the Solution, Client will be notified of this determination and the resolution will no longer be covered by this agreement.

Support for Severity Level 2 faults is provided twenty-four hours a day, seven days a week.

## Severity Level 3

**Definition:** Produces a situation in which the Solution is usable, but does not provide a function in the most convenient or expeditious manner, or results in cosmetic errors or isolated errors and the Client suffers little or no significant impact or problem can be overcome via modest manual intervention.

**Response:** SightWorks will use reasonable efforts to resolve Severity 3 faults within 30 days. Otherwise, SightWorks will use reasonable efforts to fully resolve the problem in the next update of the Solution, provided that the next update is due to be received within 90 days from the first date in which Client experienced a Severity 3 fault. Otherwise a resolution to the Severity 3 fault will be provided within thirty (30) days. If SightWorks determines that the requirement is unique to Client's operations, SightWorks will notify Client within two weeks of receiving notification of the fault with an appropriate recommendation and estimate for resolving the fault.

## Severity Level 4

**Definition:** Produces a situation in which the Client is affected in some way, which is reasonably correctable by a documentation change or by a future update from SightWorks.

**Response:** SightWorks and Client shall negotiate a fix or fixes for Severity 4 faults in a future update of the Solution.