**SCHEDULE D**

**SERVICE LEVEL SUPPORT**

Schedule D details OpenExchange's Service Level Support regarding the Services. Updates to OpenExchange's Service Level Support can be accessed at OpenExchange's Support Web-site.

Third Party Software is specifically excluded from the terms set forth in this Schedule (not including the software interfaces and port-sets developed by OpenExchange that enable the link between the Software and such Third Party Software).

Unless defined otherwise herein, capitalized terms used in this Schedule shall have the same meaning as set forth in the Software As A Service Agreement to which this Schedule D is attached.

1. **DEFINITIONS**

 1.1 “Business Day” means Monday through Friday, excluding OpenExchange recognized holidays.

 1.2 “Error” means a defect which causes the Software not to perform substantially in accordance with the specifications set forth in the Documentation and which defect can be reproduced by Subscriber and OpenExchange.

 1.3 “Error Correction” means the use of reasonable commercial efforts to remedy an Error.

 1.4 “Previous Sequential Release” means a release of Software which has been replaced by a subsequent Release of the same Software. Previous Sequential Release will be supported by OpenExchange for a period of only one (1) year after release of the subsequent Release.

 15 “Support Hours” means technical assistance, including telephone support, provided by OpenExchange to Subscriber’s Qualified Individuals during the hours 8:00 am and 8:00 pm US Eastern Time, excluding OpenExchange recognized holidays.

 1.6 “Workaround” means a change in the procedures followed or data supplied by OpenExchange to avoid an Error without substantially impairing use of Software.

 1.7 “Qualified Individuals” means at least two (2) individuals appointed by Subscriber who are knowledgeable in the use and application of the Software and Services to serve as primary contacts between Subscriber and OpenExchange.

 1.8 "Software" means the proprietary OpenExchange software modules which comprise the Services.

 2. **SUPPORT SERVICES**

 2.1 Coverage. For so long as Subscriber is current in the payment of the appropriate Service Fees, OpenExchange agrees that it shall use its diligent commercial efforts to provide support services to Subscriber as follows:

 2.1.1 Error Correction, Workarounds and telephone support during Support Hours provided to Qualified Individuals concerning use of the Software and Services, and

 2.2.2 Releases, Versions and Updates which consist of one copy of published revisions to the Documentation relating to the Services.

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 2.2 Error Priority Levels. OpenExchange shall exercise commercially reasonable and diligent efforts to respond to and correct any Error reported by Subscriber’s Qualified Individuals in the current, unmodified release of the Software in accordance with the following priority levels reasonably assigned to such reported Error by OpenExchange:

 2.2.1 Priority A Error: means an Error which renders the Software or Services inoperative or inaccessible to authorized users.

 2.2.2 Priority B Error: means an Error which substantially degrades the performance of Software or materially restricts Subscriber’s use of the Software.

 2.2.3 Priority C Error: means an Error which causes only a minor impact or minor restriction on Subscriber’s use of the Software and Services.

 2.3 Support Service Levels. OpenExchange shall use its commercially reasonable and diligent efforts to respond to reports of Errors and provide Error Corrections or Workarounds in accordance with the following table during Support Hours:

|  |  |  |  |
| --- | --- | --- | --- |
| Priority | Initial Response | ProgressUpdates | Target Error CorrectionOr Workaround |
| A: System inaccessible | \_60\_ mins | Every 60 mins | \_24\_\_ hours |
| A: System inoperative | \_60\_ mins | Every 60 mins | \_24\_\_ hours |
| A: System update failure | \_60\_ mins | Every 60\_mins | \_24\_\_ hours |
| B: Patterns running slowly | \_60\_ mins | Every \_60\_mins | \_24\_\_ hours |
| B: Some patterns not running | \_60\_\_ mins | Every \_60\_\_mins | \_24\_\_ hours |
| C: Administrative tools unavailable | \_12\_\_ hrs | As available | \_2\_\_ Business Days |
| C: New user set-up failure | \_12\_\_ hrs | As available | \_2\_\_ Business Days |
| C: Password resets | \_12\_\_ hrs | As available | \_2\_\_ Business Days |
|  |  |  |  |

 2.4 Non-Errors. If OpenExchange believes that a problem reported by Subscriber is not due to an Error in the Software, OpenExchange will so notify Subscriber’s Qualified Individuals. At that time, Subscriber may: (i) instruct OpenExchange to proceed with problem determination at its possible expense as set forth below or (ii) instruct OpenExchange that Subscriber does not wish the problem pursued at its possible expense. If Subscriber requests that OpenExchange proceed with problem determination at its possible expense and OpenExchange determines that the problem was not due to an Error in the Software, Subscriber shall pay OpenExchange, at OpenExchange's then-current, standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Subscriber shall not be liable for: (a) problem determination or repair to the extent problems are due to Errors in the Software; (b) work performed under this Section in excess of its instructions; or (c) work performed after Subscriber has notified OpenExchange that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by OpenExchange). If Subscriber instructs OpenExchange that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Subscriber's instructions, OpenExchange may, at its sole discretion, elect not to investigate the error with no liability therefor.

 2.5 Assignment of Support Services. OpenExchange shall have the right, at any time, to assign the Support Services hereunder to any assignee it deems appropriate. Upon such assignment, OpenExchange shall remain responsible for the performance of its obligations as set forth herein.

 2.6 Limitations of Support. OpenExchange shall have no obligation to support: (i) Software that is not the then current release or the Previous Sequential Release; or (ii) Software problems caused by Subscriber's negligence, abuse or misapplication, Subscriber’s use of the Software and Services other than as specified in the Documentation or other causes beyond the control of OpenExchange.

3. **SUBSCRIBER’S RESPONSIBILITIES**

 3.1 Following Procedures. Subscriber shall take reasonable measures to ensure that its Authorized Users shall read, comprehend and follow operating instructions and procedures as specified in, but not limited to the Documentation and other correspondence related to the Software and Services, and follow procedures and recommendations provided by OpenExchange support personnel in an effort to correct Errors.

 3.3 Notification of Errors. Subscriber shall notify OpenExchange of Errors in accordance with the then-current OpenExchange problem reporting procedures. If OpenExchange believes that a problem reported by Subscriber may not be due to an Error in the Software or provision of Services, OpenExchange will so notify Subscriber.

4. WARRANTY

 4.1 Limited Warranty. OpenExchange warrants that Service Level Support will be performed with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature.

5. SUPPORT POLICY CHANGES

 5.1 This Schedule reflects OpenExchange's policy with respect to the provision of support in force as of the Effective Date. Subscriber acknowledges that these terms are subject to change, and OpenExchange shall inform Subscriber of any such changes. All changes shall be published on OpenExchange's Global Support Web-site and shall take effect after the then current Support Term.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE SOFTWARE AND THE SERVICES THEY PROVIDE AND ALL MATERIALS RELATED TO THE SOFTWARE AND SERVICES ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE SOFTWARE AS A SERVICE AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED. THIS SCHEDULE IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO