



# SUPPORT POLICY AND CLOUD SERVICE LEVEL AGREEMENT

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## PEAK ENGAGEMENT SUPPORT POLICY

The Peak Engagement Support Policy provides consistent and predictable guidelines for product support availability throughout that product's life. By understanding the product support available, customers and partners are better able to manage their software investments.

The Peak Engagement Support Policy applies to all products currently available through on-premises licensing, or SAAS subscriptions. All support efforts are defined in the Support Expectations section of this document.

Refer to the Peak Engagement Support Expectations section of this document for information on service level targets and other information related to this policy.

This policy will be reviewed and updated annually by Peak Engagement, or as needed. Any significant changes to the contents herein will be communicated electronically to all relevant Peak Engagement partners and customers.

### TYPES OF SUPPORT

#### PRODUCT SUPPORT

Product Support is offered to Peak Engagement customers who are active on a paid monthly subscription or on-premise customers who have an active annual maintenance agreement. Support will be provided for all products that are considered current and a best effort attempt will be made for all end-of-life products. Support includes diagnosis of the issue, remote control session(s), and proposed workarounds, solutions or hot fixes.

Extended support options are available for an additional cost through your Peak Engagement partner.

#### CONSULTING

Consulting is NOT included as a technical support benefit. Consulting is classified as:

Anything relating to the customization of a Peak Engagement product, either through the use the custom module builder or a Plugin Module. This also includes:

- Translating business requirements into Peak Engagement functionality.
- Client-side customization, including custom CSS or layouts, or portal scripting.
- Advice on customizing portals.
- Customized training on Peak Engagement products
- Installation assistance for on-premises versions of Peak Engagement.
- CRM consulting or customizations to support Peak Engagement functionality

Consulting for Peak Engagement is generally provided first by Peak Engagement partners. If you are a customer and not currently working with a Peak Engagement partner, we will be happy to assist you in locating a quality partner for your implementation needs.

If you are a Peak Engagement Partner or a customer who prefers to work directly with Peak Engagement for assistance with customization or implementation, Peak Engagement offers consulting for an hourly fee.

For more information on Consulting please contact your partner or sales representative.

#### **SELF HELP AND COMMUNITY ONLINE SUPPORT**

Self-Help online support is available throughout a product's lifecycle and for a minimum of 12 months after the product is end-of-life. Peak Engagement's online KB articles, documentation, discussion forums and other resources are provided to help customers resolve common issues.

Peak Engagement Customer Portal: <https://portal.peakengagement.com>

#### **SOFTWARE UPGRADES**

Peak Engagement strongly recommends that on-premises customers evaluate and install new releases in a timely manner to make sure that systems are up-to-date with the most recent software. Not all new releases are mandatory and should be evaluated accordingly. New releases are available via the Peak Engagement Customer Portal. Timely installation of the most current product releases will ensure that you are running a product that is supported.

## SUPPORT EXPECTATIONS

The Peak Engagement support organization is in place to provide break / fix service supporting Peak Engagement applications. Peak Engagement delivers this service via the Peak Engagement Customer Portal, which is the primary point of contact for all customer and partner interactions regarding product issues. Peak Engagement provides technical support for all current products and limited technical support for all end-of-life products.

Peak Engagement provides support according to commitments made in this section. This SLA is intended to define the minimum levels of service that Peak Engagement support will provide partners and customers. This agreement is made with legitimate customers and partners who are legally using Peak Engagement applications, and are current on product enhancement or have a paid and active SAAS subscription. The support received, acknowledgement times, communication, and resolution times are driven by incident priority.

### ELIGIBILITY TO RECEIVE TECHNICAL SUPPORT

Peak Engagement Technical Support is available to customers and partners who meet any of the following criteria:

- Have purchased prepaid hours, or agreed to time-and-materials billing for support
- Users who have issues with downloads, installation, or registration

Technical support does not provide assistance with portal customization or design. Contact your partner or your Peak Engagement sales representative for details on purchasing consulting services to assist you with portal customization or implementation.

As incidents are registered with Peak Engagement Support, they are billed in ten minute increments on a time-and-materials basis.

### AVAILABILITY OF TECHNICAL SUPPORT

Peak Engagement provides Technical Support Monday through Friday, 08:00 – 17:00 US Central Time, excluding specific holidays. Please refer to <http://www.peakengagement.com/support> for the Peak Engagement support calendar. Extended support options are available for an additional annual support cost. Contact your sales representative for more information.

All Incidents must be registered with Peak Engagement via our customer portal or toll-free number 855-458-3783.

Customer Portal: <https://portal.peakengagement.com>

Phone Support: +1 855-458-3783 option 1

For critical issues, please phone the Peak Engagement phone support to speak with a support engineer.

For ongoing communication with Peak Engagement support about Incidents you have registered, use the customer portal. Please do not register new incidents.

## INCIDENT PRIORITY

Incident Priority is the primary factor in how Peak Engagement responds to incidents. A critical incident is a more urgent incident than a medium priority incident - as such critical incidents will receive more attention than a medium priority incident. Incident priority is chosen by the customer during submission of a support incident, however, priority can be changed at the discretion of Peak Engagement. The following guidelines are used to assess the Priority of Incidents:

Priority	Description
<b>Critical</b>	Meaningful impact to production environment and no available or reasonable workaround
<b>High</b>	Meaningful impact to production environment and reasonable workaround exists.
<b>Medium</b>	No meaningful impact to production system or material impact to non-production environment.
<b>Low</b>	Non-production environment with no material impact or request for information.

## SERVICE LEVEL TARGETS

The Service Targets are the goals of Peak Engagement. Peak Engagement makes all reasonable efforts to attain the service targets outlined below, assuming all service conditions are met.

All new support incidents registered in the Peak Engagement customer portal or via the telephone will receive e-mail acknowledgement of receipt of the incident within 1 hour of the user clicking entering the incident. 95% of all open Incidents will have a code fix or a workaround provided at intervals defined below.

Priority	Acknowledgement	Resolution
<b>Critical</b>	1 hour	Workaround or fix provided in 1 business day.
<b>High</b>	1 hour	Workaround or fix provided in 3 business days.
<b>Medium</b>	1 hour	Workaround or fix provided in 5 business days.
<b>Low</b>	1 hour	Peak Engagement discretion

**Priority** – The priority states the general urgency of the incident.

**Acknowledgement** – This is how quickly a customer will receive acknowledgement that the incident was received and registered in the Peak Engagement support ticketing system. Acknowledgement typically occurs via automated e-mail as a response from the ticketing system.

**Resolution** – This is the time period in which Peak Engagement is expected to either provide a reasonable workaround or provide a fix for an issue. A fix is either a hot fix or providing sufficient information to permanently resolve the issue. When a reasonable workaround mitigates the issue, a fix

may not be created and the incident may be closed. The resolution time is from the time that the ticket was acknowledged, during Peak Engagement support hours.

## **SERVICE CONDITIONS**

In order for Peak Engagement to make the stated targets, support must not be impeded by lack of information, logged information, version information, customization solutions, etc... As necessary, Peak Engagement Support has the right to request the following information:

Remote access to machines running either the Peak Engagement portal or Microsoft Dynamics CRM. Which is relevant depends on the nature of the issue. Peak Engagement recognizes that this is not always immediately feasible due to corporate security policies or availability of end customers. Peak Engagement expects that each remote session is performed in conjunction with the appropriate partner or customer staff. Peak Engagement recognizes that customization solution files are the intellectual property of the partner or customer. Peak Engagement will not share customization solution files with anyone outside of Peak Engagement and are needed strictly for incident resolution. Peak Engagement may request reports from the Windows Event Log or IIS application logs.

If the above information / access is not made available to Peak Engagement support in a timely fashion, Peak Engagement will provide support on a best effort basis, attempting to meet service targets.

Open support incidents may be put on "hold" when a caller is unavailable for a period of time. This status stops the clock and any incident that has been on "hold" is no longer subject to our resolution expectations and indemnification below. This is used, for example, when a caller will only have access to the systems needed to troubleshoot at a future date which moves the possible incident closure date beyond the SLA compliance date.

Peak Engagement is not liable to meet service targets where incidents are escalated to third parties. For example, if an issue is identified to be an issue related to a third party API and Peak Engagement opens an incident with the third party, the SLA clock will stop until the issue is addressed by the third party.

## **INDEMNIFICATION**

In the event that incidents do not meet the appropriate service targets, the partner or customer may request the incident to be designated as non-billable. Non-Billable incidents are not charged towards pre-purchased incidents or entitlements.

## **REPORTING AND ESCALATION**

A customer or partner can access a list of incidents registered with Peak Engagement for that customer / partner. This list is available on-demand from within the Peak Engagement customer portal:

## CLOUD SERVICE LEVEL AGREEMENT

The Peak Portal product from Peak Engagement, Inc. has many technology dependencies. The availability of the portal is heavily dependent on both the uptime of the Microsoft Dynamics 365/CRM solution as well as the webserver that is running/hosting the Peak Portal product. Given that these two separate servers can both be cloud based, on-premise, or a combination of the two, they are further impacted by connectivity between the servers. Connectivity between the two servers can be impacted by changes in configuration, network issues, or hardware failures within either server.

For our subscription based customers the Peak Portal solution is managed by Peak Engagement in a dedicated Microsoft Azure environment. The Service Level Agreement for the related Microsoft Azure App Service can be found at [https://azure.microsoft.com/en-us/support/legal/sla/app-service/v1\\_4/](https://azure.microsoft.com/en-us/support/legal/sla/app-service/v1_4/).

The up-time for Peak Portals connected to a Microsoft Dynamics 365/CRM Online instance are further dependent on the Microsoft Dynamics 365/CRM Service Level Agreement. This can be found at <https://port.crm.dynamics.com/portal/static/1033/sla.htm>.

Our statistics have shown that almost all issues we have seen around portal availability go back to availability of a server/service or a customer action such as a change in the overall configuration. The only planned downtime that is driven by Peak Engagement relates to product updates. These updates are NOT automatically performed or scheduled. Peak Portal customers schedule the upgrade through our customer portal. Then the upgrade is performed at the scheduled time.

As a result, our team's goal is to match the up-time guarantees for the Microsoft Azure Services and/or the Microsoft Dynamics 365/CRM solution (we exclude the Peak Portal upgrade times in this calculation). Given the significant dependencies on factors outside our control (for example we don't have access to track downtime for customer's Dynamics 365/CRM instances) we do NOT provide any financially backed guarantee around our Service Level Agreement. Our stated Service Level goal or expectation is to maintain availability to the level of guarantees provided by Microsoft.

## TERMS AND DEFINITIONS

### DEFECT

Peak Engagement defines a defect, or bug, as some technical aspect or functionality of the product that does not deliver results as expected or documented by Peak Engagement. An issue is recognized as a defect only after it has been reproduced in steps provided by the customer and has been confirmed as a defect in the product by a Peak Engagement Support Engineer.

Unexpected behavior isolated to a user's specific configuration or environment does not correspond with the definition of a defect. Peak Engagement Support Engineers can provide troubleshooting suggestions for unexpected behavior in these cases; however, Peak Engagement is not responsible for the resolution of any such behavior.

**Any support Incident that is categorized as a defect will not be considered a billable incident.**

### HOT FIX



A hot fix is a partial application release where targeted product functionality has been changed to resolve a specific Incident identified as a defect. A hot fix is distributed electronically to the partner or the customer. Hot fixes are delivered for current products only. All hot fixes are available via a request to Peak Engagement Technical Support.

## **INCIDENT**

Peak Engagement defines a support incident as any of the following:

- Failure of the software programs to perform in accordance with the related documentation in any material respect.
- Any error or defect in the software design or coding that significantly affects software program performance
- Specific questions about the operation of the software or feature capabilities.

While this issue may involve other aspects of the product, addressing other aspects constitutes a separate issue and requires an additional support incident. A single support incident may involve multiple phone calls, e-mails and off-line research. Peak Engagement Support Engineers are responsible for determining what characterizes a single support incident and communicating this to its customers. Peak Engagement Support Engineer will make reasonable efforts to resolve the issue but Peak Engagement cannot guarantee that every issue will be resolved.

In more complex situations, technical support may determine that the issue, by definition, is not a support incident and may propose consulting services as an option. Technical support is not intended as a substitute for consulting.

## **INCIDENT RESOLUTION**

Once an incident has been identified as being within the extent of technical support, it shall be considered resolved pending completion of any one of the following:

- Providing an answer to the question or reasonable workaround to the issue
- Providing a fix, such as a hot fix or configuration change
- Providing the information requested
- Escalating Incident to development to be fixed in the next product release