Mission Critical Support Terms and Conditions

<u>General:</u> Mission Critical Support (MCS) is a subscription support offering from salesforce.com ("SFDC") that includes a team of designated engineers to proactively support Customer's deployment of online Services for which Customer has purchased a Premier or Premier+ Success Plan (each a "Premier Success Plan"). The current Salesforce Services Premier Success Plan can be found at http://www.salesforce_com/assets/pdf/misc/salesforce_premierplans.pdf and the current Marketing Cloud Premier Success Plan can be found at http://www.salesforce.com/assets/pdf/misc/salesforce_marketing_cloud_psp.pdf.

If purchased, MCS will be provided to Customer for the applicable Services through its Designated Contacts, as defined below, in accordance with this description.

<u>MCS Designated Team:</u> A Primary Engineer will be assigned to Customer for the duration of the subscription term for which Customer has purchased MCS. The Primary Engineer will engage with Customer to understand and document key support requirements and challenges relevant to Customer's subscription to the Services. The Primary Engineer will be assisted by a pool of engineers ("MCS Engineers") on a 24x7x365 basis to execute support activities as described herein. MCS Engineers will manage Customer's support cases, in addition to other support related activities outlined below.

<u>Customer Designated Contacts:</u> "Designated Contacts" are Users who are key personnel identified by Customer to serve as primary liaisons between Customer and MCS Engineers for technical support as described herein. Customer shall designate the same individuals as Designated Contacts as it has for its Premier Success Plan and, in addition, may designate additional Users to serve as Designated Contacts for MCS, up to an aggregate of 10 Designated Contacts. Customer may be charged an additional fee for Designated Contacts in excess of 10 at any given time. Customer shall notify SFDC whenever Designated Contact responsibilities are transferred from one individual to another.

Customer's MCS Designated Contacts shall be responsible for:

- 1. overseeing Customer's support case activity,
- 2. developing and deploying troubleshooting processes within Customer's organization, and
- 3. resolving password reset, username and lockout issues for Customer.

Customer shall ensure that Designated Contacts:

- A. for Salesforce Services, have completed, at a minimum, the basic Services administration course currently titled "Administration Essentials", which is included at no additional charge as part of online training; and
- B. for all Services:
 - (i) have completed any supplemental training appropriate for the Designated Contact's specific role or Customer's use of the Services,
 - (ii) are knowledgeable about the applicable Services in order to help resolve, and to assist SFDC in analyzing and resolving, technical issues, and
 - (iii) have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist SFDC in diagnosing and triaging it.

For clarity, the foregoing responsibilities of Designated Contacts are in addition to the Designated Contacts' responsibilities as set forth in the applicable Premier Success Plan.

<u>Severity Levels:</u> Support Cases will be categorized and handled according to the assigned severity levels as set forth below. MCS Engineers will handle cases with Severity Levels 1 and 2 and Premier Success Plan representatives will

handle Severity Levels 3 and 4. The case severity level will be determined at the time of case submission, and will be updated by SFDC as follows:

Severity Level	Description	Targeted Initial
		Response Time
Level 1 – Critical	Critical production issues affecting all Users, including system	15 minutes
	availability and data integrity issues with no workaround	
	available.	
Level 2 – Urgent	Major functionality is impacted or performance is significantly	1 hour
	degraded. Issue is persistent and affects many Users and/or	
	major functionality. No reasonable workaround is available. Also	
	includes time-sensitive requests such as requests for feature	
	activation or a data export.	
Level 3 – High	System performance issue or bug affecting some but not all	4 hours
	Users. Short-term workaround is available, but not scalable.	
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested	8 hours
	on application capabilities, navigation, installation or	
	configuration; bug affecting a small number of users. Reasonable	
	workaround available. Resolution required as soon as reasonably	
	practicable.	

<u>Severity 1 Case Submission and Handling:</u> For all Level 1 severity issues ("Severity 1"), Customer shall engage MCS by telephone at 1-855-SFDC-911 (or a regional toll free number), and a Severity 1 case will be logged. Telephone support is available 24 hours a day, seven days a week. SFDC shall provide email and/or telephone updates to Customer regarding its progress toward resolution of Severity 1 issues at regular intervals, initially targeted to be no more than every 30 minutes (or as the parties may otherwise agree) until a resolution or work-around has been provided.

Reproducible errors that cannot promptly be resolved will be escalated to Engineering for further investigation and analysis.

A multi-party bridge line may be established by SFDC, in its discretion, to resolve a Severity 1 issue involving joint/multi-parties. Where two or more customers are experiencing similar Severity 1 issues, Customer may be invited to join a multi-customer bridge line established by SFDC to communicate updates to multiple customers in a scalable manner. If a bridge line is not established, SFDC may provide email and/or telephone updates to Customer regarding its progress toward resolution of the Severity 1 issue at regular intervals, initially targeted to be no more than every 30 minutes (or as the parties may otherwise agree) until a resolution or work-around has been provided.

<u>Proactive Monitoring:</u> Proactive Monitoring consists of reviewing certain limits within an instance (or environment) of Customer's Services and offering suggestions to help manage those limits. For Marketing Cloud Services, MCS Engineers will work with Customer to establish processes for monitoring such limits, which processes may be configured on Customer's account, such as setting up automated programs and associated steps, system generated sends, as well as other processes as mutually agreed upon by the parties for proactive monitoring and alerting. As part of this monitoring, solutions may be recommended, such as setting up alerts, to facilitate business continuity and prevent disruptions.

MCS Engineers will use commercially reasonable efforts to monitor the above mentioned limits on an as-needed basis,

based on Customer's configuration of, and customizations affecting, Customer's instance of the Services. Customer is responsible for providing SFDC with configuration and customization timelines at least two weeks in advance of SFDC's initiating the applicable monitoring processes listed above.

<u>Salesforce Services – Advanced Developer & Deployment Support:</u> Developer Support, which will be provided for Salesforce Services only, includes the following: Analysis and debugging of Force.com Apex and Visualforce code (up to 5,000 lines/case) and troubleshooting of new releases of custom development and related test cases. Additionally, the MCS Engineers will work with Customer in areas related to Customer's use of the Salesforce Services that require performance optimization. Developer Support does not include creation of code, including SOQL queries, or pre-release regression testing. Developer Support scope is limited to the troubleshooting of Apex and Visualforce code containing 5,000 code lines or less per case.

MCS Engineers will help troubleshoot issues that may arise due to SFDC's major releases (currently three per year for the Salesforce Services) by partnering with Customer's Designated Contacts and leveraging SFDC product teams. Additionally, MCS Engineers will be made available on an on-call basis to help with Customer's Salesforce deployment. On-call deployment support will be limited to one deployment per month. As part of deployment support, MCS Engineers will help troubleshoot issues that might result in deployment failure.

Developer and Deployment Support does not offer Architecture best practices, recommendations, or changes. Advanced Developer & Deployment Support is available only in English.

Developer & Deployment Support Categories/Types	Included in Mission Critical Support
Force.com Code (Apex) and Force.com Pages (Visualforce)	
Functional description of objects, methods and properties	Υ
Explanation of governor limits	Υ
Apex query performance and troubleshooting	Υ
Salesforce error message troubleshooting and analysis	Υ
Force.com Apex and Visualforce best practices	Υ
Analysis and debugging of Force.com Apex and Visualforce (up to 5000 lines/case)	Υ
Force.com Web Services API Clarification of API documentation	Y
API performance troubleshooting	Υ
Salesforce API error message troubleshooting and analysis	Υ
Salesforce API best practices	Υ
Salesforce.com-supported Developer Toolkits (AJAX Toolkit, Force.com Migration Toolkit, Force.com IDE, etc.)	
Salesforce error message troubleshooting	Υ
Toolkit best practices	Υ
Deployment Support	
Release of Force.com, Apex, Visual Force code into Salesforce org	Υ
Integration using Salesforce APIs	Υ

Post Critical Incident (Severity 1) Communications:

1. *Post Critical Incident Meetings:* Following any critical incident, upon Customer's request, the parties will meet to Rev Mar 2016

- debrief regarding the incident response. To the extent possible the parties will collaborate to perform a root cause analysis and evaluate strategies designed to prevent a recurrence of such critical incident.
- 2. Weekly meetings: During the term of Customer's subscription to MCS, the parties will participate in weekly meetings, scheduled upon mutual agreement of the parties, to summarize and review production impacting incidents including discussion of strategies to prevent recurrence of such incidents.

<u>Change Management and Communications:</u> MCS will include communications to Customer from SFDC in accordance with the following timelines:

- 1. Patch Releases for Products: Customer will have access to 'Known Issues Site' showing when issues have been resolved and patching has been completed;
- 2. *Emergency Releases* (*E-Releases*): SFDC will make a Customer Chatter group available to notify Customer of timing of any E-Releases; and
- 3. Unannounced System Maintenance: The MCS team will evaluate whether any unannounced System Maintenance is likely to adversely impact Customer and, if so, will notify Customer promptly after such evaluation is complete.

<u>Partnership & Cooperation:</u> SFDC must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with SFDC to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Designated Contacts may be asked to provide remote access to their SFDC application and/or desktop system for troubleshooting purposes.