GSA Schedule   🌿 **Social Solutions**

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The internet address for GSA Advantage!® is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE (MAS)
LARGE CATEGORY F: INFORMATION TECHNOLOGY

CONTRACT NUMBER:
GS-35F-130BA

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CONTRACT PERIOD:
December 20, 2018 – December 19, 2023

Social Solutions Global, Inc.
10801-2 North MoPac Expressway, Suite 400
Austin, TX 78759-5985
Phone: 737-402-8482
Fax: 443-460-3473
www.socialsolutions.com

CONTRACT ADMINISTRATION SOURCE:
John Parikh
Phone: 301-520-9600
E-Mail: john.parikh@bonterratech.com

Supplement No. **PA-0032** Effective **October 7, 2022**

Business Size: Other than Small Business

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 54151S: Information Technology (IT) Professional Services
SIN 511210: Software Licenses
SIN OLM: Order-Level Materials (OLM)

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** See attached awarded pricelist

1c. **HOURLY RATES (Services Only):** See attached awarded pricelist

2. **MAXIMUM ORDER*:**

SIN 54151S: $500,000
SIN 511210: $500,000
SIN OLM: $250,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MIMINUM ORDER:** $100

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery

5. **POINT(S) OF PRODUCTION:**
Social Solutions Global, Inc.
10801-2 North MoPac Expressway, Suite 400
Austin, TX 78759-5985

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing table

7. **QUANTITY DISCOUNT(S):** None

8. **PROMPT PAYMENT TERMS:** 0% net 30

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** N/A

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level. Schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

10d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery. Agencies can contact the Contractor's representative to effect a faster delivery.

11. **FOB POINT:** Destination

12a. **ORDERING ADDRESS:**

Social Solutions Global, Inc.
10801-2 North MoPac
Expressway, Suite 400
Austin, TX 78759-5985
Phone: 301-520-9600
Fax: 443-460-3473

12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3.

13. **PAYMENT ADDRESS:**
Social Solutions Global, Inc.
Attn: Accounts Receivable
10801-2 North MoPac Expressway, Suite 400
Austin, TX 78759-5985
Phone: 301-520-9600
Fax: 443-460-3473

14. **WARRANTY PROVISION:** Standard Commercial. Please see attached Master Services Agreement (EULA) approved by GSA Legal February 2020.

15. **EXPORT PACKING CHARGES:** N/A

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).** N/A

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

22a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. **Section 508 Compliance for EIT:** As applicable

23. **Unique Entity Identifier (UEI) number:** CCKSCMKJDAH5

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active in SAM. CAGE code 4DAA1.

Social Solutions Global, Inc.
SIN 54151S Awarded Pricelist

SIN	LABOR CATEGORY	MINIMUM EDUCATION/ CERTIFICATION LEVEL	MINIMUM YEARS OF EXPERIENCE	FUNCTIONAL RESPONSIBILITY	PRICE OFFERED TO GSA (including IFF) 12/20/2018 - 12/19/2019	PRICE OFFERED TO GSA (including IFF) 12/20/2019 - 12/19/2020	PRICE OFFERED TO GSA (including IFF) 12/20/2020 - 12/19/2021	PRICE OFFERED TO GSA (including IFF) 12/20/2021 - 12/19/2022	PRICE OFFERED TO GSA (including IFF) 12/20/2022 - 12/19/2023
54151S	Developer	Bachelors Degree in a related field. In lieu of a Bachelors Degree, six (6) years of relevant experience is required.	A minimum of five (5) years previous experience working on medium- to large-scale, mission critical production systems that directly support essential business or technical functions. The developer will be able to demonstrate solid experience managing thecreation of browser-based user interfaces that support critical business workflows. The candidate will be fluent in standard browser technologies such as JavaScript, DHTML, and CSS as well as server side Java and J2EE. The candidate should be very familiar with SOA and will have practical experience with the Web 2.0 development paradigm.	The Developer is responsible for programming, data modeling, and product enhancement. Programming responsibilities include planning, building, testing, debugging and performing related activities within prescribed timelines and with the required software and hardware technology. Data modeling experience includes all activities related to the analysis of system requirements, development of accurate models and graphical representations of system needs and business processes and implementing or adjusting that model in the given database system according to client needs and/or recommendations resulting from internal process review. Product enhancement responsibilities include the research, planning, building, testing, and debugging which is intended to change or improve the functionality, performance, usability or other quality of Social Solutions' systems, software, databases, data, or other system component.	$163.99	$166.77	$169.61	$172.49	$175.42
54151S	Project Manager	Bachelors Degree in a related field. In lieu of a Bachelors Degree, six (6) years of relevant experience is required.	A background in information technology project management, with a minimum of three (3) years experience overseeing medium- to large-scale, mission critical production systems that directly support essential business or technical functions.	The Project Manager is responsible for performing day-to-day management of assigned delivery order projects that involve teams of information systems and management professionals involved in systems analysis and design techniques for complex computer systems. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order projects.	$153.74	$156.35	$159.01	$161.71	$164.46
54151S	Implementation and Training Specialist	Bachelors Degree in a related field. In lieu of a Bachelors Degree, six (6) years of relevant experience is required.	A minimum of six (6) years relevant experience. A general background of applied technical experience dealing with systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, and structure and management practices.	Utilizes online implementation and training techniques to analyze the complex system requirements and prepare recommendations for change. Modifies existing programs by integrating the necessary tracking elements and establishes a solution that maximizes client satisfaction and long-term usage by assisting in making refinements, reducing operating time, and improving current techniques.	$134.17	$136.45	$138.77	$141.13	$143.53
54151S	Solution Architect	Bachelors Degree in a related field. In lieu of a Bachelors Degree, six (6) years of relevant experience is required.	4+ years of professional experience required	Strong technical background in web technologies, databases, and integrating with other third-party software, Strong technical background in database structure, Experience effectively documenting requirements and documenting solution design – able to articulate and provide examples of methodologies used, Solid troubleshooting skills and the ability to work independently, Knowledge or experience with reporting packages (Business Objects Web Intelligence preferred) and databases (SQL), including the ability to create custom queries for data analysis purposes, Highly proficient in Microsoft Excel.	N/A	$169.27	$172.15	$175.07	$178.05
54151S	Development Resource	Bachelors Degree in a related field. In lieu of a Bachelors Degree, six (6) years of relevant experience is required.	2+ years of professional experience required	Strong technical background in web technologies, databases, and integrating with other third-party software, Strong technical background inclusive of programming, data management, and queries. Experience implementing technical solutions based on client requirements and solution design. Able to articulate and provide examples of methodologies used, Solid troubleshooting skills and the ability to work independently, Knowledge or experience with reporting packages (Business Objects Web Intelligence preferred) and databases (SQL), including the ability to create custom queries for data analysis purposes.	N/A	$211.59	$215.18	$218.84	$222.56
54151S	Implementation Consultant	Bachelors Degree in a related field. In lieu of a Bachelors Degree, six (6) years of relevant experience is required.	4+ years of professional experience required	Functional Responsibility: Strong technical background in the implementation of SaaS software solutions. Understanding of user interface design principles. Understanding of data management principles. Strong customer communication skills. Experience effectively documenting requirements and documenting solution design. Able to articulate technical concepts and explain them to nontechnical audiences. Solid troubleshooting skills and the ability to work independently, Knowledge or experience with reporting packages (Business Objects Web Intelligence preferred) and databases (SQL), including the ability to create custom queries for data analysis purposes, Highly proficient in Microsoft Excel.	N/A	$169.27	$172.15	$175.07	$178.05
54151S	Trainer	Bachelors Degree in a related field. In lieu of a Bachelors Degree, six (6) years of relevant experience is required.	1 year of professional experience required	Functional Responsibility: Strong background in delivering training for business software applications. Understanding of adult learning principles. Able to explain technical concepts to a lay audience. Aptitude for developing training curriculum. Strong customer communication skills. Familiarity with SaaS software, PowerPoint, Excel, training management applications, and online audio/visual tools.	N/A	$190.43	$193.67	$196.96	$200.31

*Proposed Labor Categories are not SCA applicable

**Rates include on-site and off-site locations

Service Contract Labor Standards : The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Schedule and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Social Solutions Global, Inc.
SIN 511210 Awarded Pricelist

SIN	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	WARRANTY	COO
511210	Social Solutions Global, Inc.	ETO-IE-U	ETO-IE-U: ETO Software™ Initiative Edition	ETO-IE-U: ETO Software™ Initiative Edition - For use within a single departmental initiative or program with common replicated sites. May be extended to community partners for the single program. Minimum purchase is 50 users (managed ASC services included with minimum of 150 users purchased at initial contract). Includes API Access specific to initiative scope. Allows third-party system integration; Maintenance is included	EACH	$721.89	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-C-GSA	Apricot CORE	The Apricot Core license includes 10GB of database storage, 2 administrator seats and 10 User Licenses. Each administrator seat is provided with basic training. 10 User minimum.	EACH	$740.25	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-C-GSA	Apricot CORE	Apricot Core Additional Users 11-39	EACH	$611.88	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-C-GSA	Apricot CORE	Apricot Core Additional Users 40-100	EACH	$420.81	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-C-GSA	Apricot CORE	Apricot Core Additional Users 100-299	EACH	$382.31	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-C-GSA	Apricot CORE	Apricot Core Additional Users 300-499	EACH	$305.47	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-360-GSA	Apricot360	The Apricot360 license includes 10GB of database storage, 2 administrator seats and between 20-49 User Licenses. Each administrator seat is provided with basic training. 20 User Minimum	EACH	$910.79	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-360-GSA	Apricot360	Apricot360 Additional Users 50-99	EACH	$860.19	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-360-GSA	Apricot360	Apricot360 Additional Users 100-299	EACH	$809.59	None	Standard Commercial	US
511210	Social Solutions Global, Inc.	Apricot-360-GSA	Apricot360	Apricot360 Additional Users 300+	EACH	$758.99	None	Standard Commercial	US

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**") is entered into between the GSA Multiple Award Schedule Contractor acting on behalf of Social Solutions Global, Inc ("**SSG**") and the eligible Ordering Activity under GSA Schedule contracts identified in the applicable Order Form referencing this Agreement or otherwise using the Services ("**Client**" or "Ordering Activity"). SSG and Client, by Client's and SSG's execution of an applicable Order Form, hereby agree to the following terms and conditions:

1 DEFINITIONS

"**Users**" are defined in the applicable Order Form.

"**Content**" means information, data, text, music, sound, graphics, video messages and other materials to which Client is provided access by SSG through the Services.

"**Client Data**" means any data, information, or material Client or any Client User provides or submits through the SaaS Services.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

"**Error**" means a material failure of the SaaS Services to conform to its functional specifications described in the Documentation.

"**Independent Client Activity**" means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Users.

"**Internet Unavailability**" means Client's inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of Internet access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"**License Metrics**" means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees, and designated by a term such as the number of "users", "agencies", "revenues" and the like.

"**Order Form**" means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Agreement, and describes order-specific information, such as description of Services ordered, License Metrics, and fees.

"**Professional Services**" means data conversion, data mapping, implementation, configuration, training, integration and deployment of the SaaS Services, and/or other professional services identified on an Order Form, including any training materials, tutorials and related documentation provided in connection with the performance of the Professional Services.

"**SaaS Services**" means the software as a service and other subscription services identified in the Order Form and associated Support.

"**Services**" means, collectively, the SaaS Services and Professional Services.

"**Service Level Agreement**" means service level agreement(s) that SSG offers with respect to the SaaS Services. T

2 PURPOSE AND SCOPE

2.1 Purpose. This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement.

2.2 Incorporation of Order Forms. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form.

2.3 Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms of an Order Form or any other document, the documents shall control in the following order: (i) Order Forms with the latest date(s), (ii) this Agreement and, (iii) any other documents expressly incorporated herein by reference.

3 SERVICES

3.1 Generally. Subject to Client's and its Users' compliance with the Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users in accordance with the applicable Service Level Agreement, the terms of this Agreement and the applicable Order Form during the Term.

3.2 Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Services will be hosted and maintained by SSG or its designated third-party supplier or data center. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

3.3 Changes. Access is limited to the version of the SaaS Services in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services. In the event that SSG discontinues or changes functionality of the SaaS Services that Ordering Activity has contracted for, Ordering Activity shall be entitled to a pro rata refund for an fees paid not used.

3.4 Security; Back-Ups. Without limiting Client's obligations under Section 4.4, SSG will implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with the Service Level Agreement.

3.5 Service Availability. SSG will use commercially reasonable efforts to make the Service generally available in accordance with the Service Level Agreement applicable to each Service ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or other events that are not under SSG's control.

3.6 Support Services. SSG will provide the level of Support specified in the applicable Order Form for the SaaS Services. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies in effect at the time the Support services are provided

("**Support**"), and which are identified in the applicable Service Level Agreement. For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, Error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new Services, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of Administrators specified on the applicable Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its licensors; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) errors or malfunction caused by Client or its Users' failure to comply with the minimum system requirement documentation as provided by SSG or by use of non-conforming data, or by Independent Client Activity; or (vi) errors and malfunction caused by any systems or programs not supplied by SSG.

3.7   Professional Services. SSG will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations or statements of work (collectively "*SOW*") as the parties may agree to in writing from time to time as part of an Order Form. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and on the fees owed to SSG, due to the change. Once executed by both parties, a change order will become a part of the SOW.

3.8   Cooperation. Subject to Government security requirements, Client agrees to provide SSG with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG is entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client.

4   USING THE SAAS SERVICES

4.1   Users. SSG hereby grants Client and it's Users a non-exclusive, non-transferable, worldwide right to access and use the SaaS Services, subject to the terms and conditions of this Agreement. Client agrees to limit access to the SaaS Services to the number of Users identified in the applicable Order Form(s) during the Term.

4.2   License Metrics. Use of the SaaS Services is subject to License Metrics set forth in the Order Form. Additional License Metrics must be purchased in the event actual use exceeds the licensed quantity, at SSG's then prevailing prices in accordance with the GSA Schedule Pricelist. Additional License Metrics, if any, are prorated for the remainder of the then-current Term of the applicable Order Form. Client may not decrease the number of License Metrics during the Initial Term.

4.3   Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its Users transmitted through the Services, and that SSG will not be responsible for the content of any such communications or transmissions. Client agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may temporarily suspend any user's access to the SaaS Services upon notice if SSG reasonably determines that such user has violated the terms of this Agreement.

4.4   Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other Client of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely responsible for monitoring its Users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of a Client's account. If there is any compromise in the security of a User account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing notice to SSG, to effect the temporary suspension of suspected account.

4.5   Client Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. Client Data is subject to the terms of this Agreement along with the attached SSG's Privacy Policy.

4.6   Third-Party Providers.   Certain third-party providers, some of which may be listed on SSG website, offer products and services related to the Service, including implementation, configuration, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider. Nothing herein shall bind the Client to any terms not expressly agreed to in writing.

4.7   Links. The SaaS Service may contain links to third party websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability or accuracy of such third-party sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

4.8   Training. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services, as applicable.

5   FEES, TAXES & PAYMENTS

5.1   General. Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars. SSG shall state separately on invoices taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice receipt date. Interest accrues on past due balances

at the rate allowed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features

5.2   Professional Services. On a "Time and Materials" engagement, if an estimated total amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee that the work will be completed for that amount. Professional Services purchased and rates quoted are valid for a period of one year following the effective date of the Order Form.

5.3   Travel and Lodging Expenses. Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

6   PROPRIETARY RIGHTS

6.1   Ownership and Limited License. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. Client's right to use the Services is personal, non-transferable, non-exclusive and limited to use for its internal business purposes and only for the duration of the Term. Client hereby assigns to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the SaaS Services or Professional Services. SSG may use such submissions as it deems appropriate in its sole discretion. SSG acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portions of the SaaS Services or other materials*.*

6.2   Restrictions. Client may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the SaaS Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the SaaS Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Users; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the SaaS Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services; (vii) create Internet "links" to or from the SaaS Services, or "frame" or "mirror" any Content, (viii) use the SaaS Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the SaaS Services; or (x) otherwise use or copy the same except as expressly permitted herein.

6.3   Client Data. Client owns all Client Data. However, Client agrees that SSG may access user accounts, including Client Data, to provide Support or enforce the terms of this Agreement, and SSG may compile, use and disclose user statistics and Client Data in aggregate and anonymous form only. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all Client Data.

7   WARRANTIES AND DISCLAIMERS.

7.1   Client Data Warranty. Client represents and warrants that it has the right to use and provide to SSG the Client Data.

7.2   SSG Warranties. SSG warrants that the SaaS Services, as updated by SSG and used in accordance with the Documentation, will perform substantially in accordance with the Documentation under normal use and circumstances and that the other Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services by anyone other than SSG; (ii) the combination, operation or use of the hosted SSG Software with any items not certified by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability or Independent Client Activity; or (v) Client deviating from the Service operating procedures described in the Documentation. Correction for defects or issues traceable to the above warranty exclusions will be billed at SSG's standard time and material charges.

7.3   Disclaimers. SSG, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING SSG MAKES NO PROMISE: (A) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT SSG MAY HAVE DESIGNATED IT OR ITS SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (C) THAT THE USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (D) THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) THAT ANY CLIENT DATA WILL BE ACCURATELY OR RELIABLY STORED, (F) THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (G) THAT THE SERVICE WILL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH SSG WILL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

8   INDEMNIFICATION

8.1   SSG Indemnity. SSG agrees to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the U.S. patent or copyright of any third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If a SaaS Service is held or believed to infringe on a U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify it to be non-infringing, (b) obtain for Client a

license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the unused portion of any fees paid for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change made by Client or any third party for the Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim for which SSG has an obligation of indemnity pursuant to this Section.

8.2   Reserved..

8.3   Injunction. If Client's use of the Services is or is likely to be enjoined, SSG may, without limiting SSG's indemnity obligations hereunder, procure the right for Client to continue to use the Services or modify the Services in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, SSG may immediately terminate the Agreement and refund to Client a prorated amount of prepaid fees for the SaaS Service actually paid by Client for the unused portion of the then-current subscription Term. If the foregoing options are not available on commercially reasonable terms and conditions as it relates to Professional Services, SSG will refund to Client the fees paid for such Professional Services less a credit for use based on straight line depreciation applied on a quarterly basis over five years from the date of initial delivery of the Professional Services.

8.4   Procedure. If one Party (the "Indemnitee") receives any notice of a claim or other allegation with respect to which the other Party (the "Indemnitor") has an obligation of indemnity hereunder, then the Indemnitee will, within 15 days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

9   NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. SSG recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor. For purposes of this Section, "**Confidential Information**" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 9 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

10   LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG's total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Client or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services under the SOW giving rise to the liability. The foregoing limitation will not apply to either party's indemnity obligations set forth in Section 8 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11   TERM AND TERMINATION

11.1   Agreement Term. The term of this Agreement commences upon the execution of an Order Form referencing this Agreement and will continue in full force and effect until the expiration or termination of all such Order Forms, unless otherwise terminated earlier as provided hereunder.

11.2   SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") andmay be renewed for additional successive one (1) year terms by both parties executing a new purhase order or option in writing. The Initial Term and any renewal terms, combined, are referred to as the "**Term**".

11.3   Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SSG shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

11.4   Suspension. SSG may temporarily suspend Client's access and use of the SaaS Services immediately, with notice to Client following promptly thereafter, if, and so long as, in SSG's sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems.

11.5   Post Termination. SSG has no obligation to retain Client Data beyond three months after the expiration or termination of SaaS Services.

11.6   Survival. Sections 1, 2, 5, 6, 7.3, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

12   MISCELLANEOUS

12.1   Compliance. During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client agrees to promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

12.2   Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

12.3   Non-Solicitation. Both parties agree not to recruit, divert, or solicit the employment of each other's employees during the term of this Agreement and for a period of 12 months following termination or expiration of this Agreement; provided, however, that either party may engage in general solicitations (e.g., newspaper, online job postings, etc.) for employees in the ordinary course of business not specifically directed or targeted at the other party's employees.

12.4   Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

12.5   Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

12.6   Severability. If any of the provisions of this Agreement are determined be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG will be construed and enforced accordingly.

12.7   Assignment. SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets in accordance with the provisions of FAR 42.1204. Client may not assign the Agreement or any of the rights or obligations under the Agreement without the prior written consent of SSG.

12.8   Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

12.9   Governing Law. This Agreement is governed by the Federal laws of the United States.. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

12.10   Entire Agreement. The Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by SSG and Client. In the event of a conflict between this agreement and a negotiated purchase order, the purchase order shall prevail.

12.11   Use of Agents. SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve SSG from responsibility for performance of its duties under the terms of this Agreement.

12.12   Publicity. Client agrees that with Client's prior written consent SSG may identify Client as a recipient of Services in sales presentations, marketing materials and press releases to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

12.13   Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, (b) the second business day after mailing via first class mail (other than pursuant to (a)), (c) the first business day after sending by facsimile, or (d) immediately if sent by email or by a notification delivered via the SaaS Services. All Notices to SSG shall be directed to Social Solutions Global, Inc., 10801-2 N. MoPac Expy., Suite 400, Austin, TX 78759, ATTN: Legal, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.

This Privacy Policy applies to the various websites and the cloud based services ("Services") owned and operated Social Solutions Global, Inc., our divisions, affiliates and subsidiaries ("SSG", "we", or "us"). SSG places the highest priority on protecting the privacy of its registered users ("Users"), the business entities whom such Users represent ("Clients"), as well as others who visit ("Visitors") this Web site ("Site").

This site is designed for Users and adult Visitors of SSG, and is not intended for use by children under 13. Because SSG gathers certain types of information on the Site, this privacy policy ("Privacy Policy") outlines the general terms and conditions surrounding what information SSG collects and how it is used. By both parties accepting the Social Solutions Master Services Agreement in writing, you are accepting the practices described in this Privacy Policy.

Collection and Use of Information by SSG

User Information

Users communicate and exchange information ("User Information") with SSG and other Users regarding their business relationship with SSG and our Services. User Information includes, without limitation, information submitted to SSG including contact information, userid, last and first name, email address and country. SSG handles User Information merely as a data processor and the Client is the data controller. Except as provided in this Privacy Policy and the applicable Master Services Agreement with our Clients, SSG will maintain the confidentiality of User and Client Information and will not disclose such information to third parties. Notwithstanding the foregoing, SSG shall disclose such information when required by government authorities conducting a lawful investigation and whenever SSG believes disclosure is necessary to limit SSG's legal liability or is legally required, such as to comply with a subpoena or similar legal process.

We also collect information when you voluntarily submit it to us, such as your first name, last name, email address, phone number, job title and company name, business phone, job level, job function and country. Throughout our site, we may provide the opportunity to register for an event or conference, request access to various thought leadership such as white papers, reports, case studies etc., or participate in an online survey. It is completely up to you whether you want to provide any of your information. You may opt out of these types of marketing communications as outlined in the Opting Out of Marketing Communications of this Policy.

When Users contact us for support or other customer service requests, we maintain support tickets and other records related to the requests, including any information provided by Users related to such support or service requests. We may also collect call recordings related to support and customer service-related calls.

Visitor Data

When you access an SSG website as a User or Visitor, SSG collects, records and retains general non-personally identifiable data about such usage of our websites, including but not limited to the User's or Visitor's domain name, the IP address, the name of the web page from which each entered our websites, the locations each visits within our websites, and the amount of time spent on each page of our websites (collectively, "Data"). SSG uses this Data to determine the demographics of Users or Visitors, to analyze trends and to develop and distribute to third party's aggregate statistics and general information about SSG. SSG will not disclose information that identifies specific Users or transactions, except as noted in the "User Information" and "Client Information Disclosure" sections of this Policy.

Other Information

As a Visitor or User, you may choose to send SSG a question via e-mail, register for a special service, request a call with an expert or otherwise communicate with SSG, such as voluntarily participating in a survey. SSG may also use such information to communicate with you and to enhance SSG, to better meet the needs of Users.

Client Information Disclosure

Upon request, SSG may disclose to a Client the activities of its authorized Users on our sites, including providing User Information and other information collected by SSG to the Client business entity.

Aggregate Data

SSG may extract information that does not identify specific Users or transactions (collectively, "Aggregate Data") from User Information, Data, Cookies, and other information collected on the Site and use such Aggregate Data for internal and/or commercial purposes.

Third Party Relationships with SSG.

Providers

SSG has relationships with various third-party providers to maintain and provide services to SSG. These third parties are all bound by confidentiality agreements that protect the privacy of the SSG Users, must utilize information solely for providing services on behalf of SSG and are bound to keep any personally identifiable information they receive secure. SSG does not share, sell, rent or trade personally identifiable information with third parties for their promotional purposes.

Links

SSG also provides links to other web sites maintained by third parties unrelated to SSG. Please be aware that if you follow a link to another third-party web site, that site is not subject to SSG's Privacy Policy, and SSG has no control over the use of information disclosed on such sites. SSG is not responsible for the privacy practices or content of such other sites. SSG encourages its Users to be aware when they leave the Site and suggests that Users read the privacy policies of each site visited.

Social Media Features and Widgets

Our Web sites may include Social Media Features and Widgets, such as the Share this button or interactive mini-programs that run on our site. If you choose to interact with any such Feature, the Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

Tracking Technologies

Technologies such as: cookies, beacons, tags and scripts are used by SSG and our partner e.g. marketing partners, affiliates, or analytics or service providers, e.g. online Client support provider, etc. These technologies are used in analyzing trends, administering the site, tracking users' movements around the site and to gather demographic information about our user base to improve and operates our web sites. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

We use cookies to help personalize your online experience. We use cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer or device when you close your browser software or turn off your computer. Persistent cookies remain on

your computer or device after you close your browser or turn off your computer. You can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited.

As is true of most Web sites, we use a third-party tracking-utility partner to gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data.

We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base. We use Local Storage Objects (LSOs) such as Flash cookies and Local Storage, such as HTML5 to store content information and preferences. Third parties with whom we partner to provide certain features on our site or to display advertising based upon your Web browsing activity use LSOs such as HTML 5 to collect and store information. Various browsers may offer their own management tools for removing HTML5. To manage Flash cookies, please click here: http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html

Behavioral Targeting/Re-targeting

We partner with a third party to either display advertising on our Web site or to manage our advertising on other sites. Our third-party partner may use technologies such as cookies to gather information about your activities on this site and other sites to provide you advertising based upon your browsing activities and interests. If you wish to not have this information used for serving you interest-based ads, you may opt-out by clicking here. (or if located in the European Union, click here) Please note this does not opt you out of being served ads. You will continue to receive generic ads.

Forums/Chat

If you use a forum or other chat tool on this Site, you should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. SSG is not responsible for the personally identifiable information you choose to submit in these forums. You are also responsible for using these forums in a manner consistent with the Terms of Use, Acceptable Use Policy, this Privacy Policy or other terms and conditions set forth on the relevant forum site. All forums are hosted by a third-party service provider of

SSG. To request removal of your personally identifiable information from our blog or any forum, contact us at support@socialsolutions.com. In some cases, we may not be able to remove your personally identifiable information, in which case we will let you know if we are unable to do so and why.

Billing

SSG uses a third-party service provider to manage credit card processing. This service provider is not permitted to store, retain, or use Billing Information except for the sole purpose of credit card processing on SSG's behalf.

Compelled Disclosure

SSG reserves the right to use or disclose information provided if required by law or if SSG reasonably believes that use or disclosure is necessary to protect SSG's rights and/or to comply with a judicial proceeding, court order, or legal process.

International Transfer of Data

SSG primarily stores Data about Users and Visitors in the United States, but some information may be stored in local instances of the SSG software. To facilitate SSG's operations, SSG may transfer and access such information from the United States or from other countries in which SSG operates. This Privacy Policy shall apply regardless of or the location of any Data storage or access.

Security

General

SSG and its third-party providers have implemented extensive security measures to help protect against the risk of loss, misuse and alteration of any information under SSG's control including using encryption, limiting employee access, and using industry-standard controls such as firewalls and secure environments for personally identifiable information.

Client Security

Additionally, to protect the security and integrity of the proprietary and confidential information of SSG's Client and Client' Users that interact on the non-public portion of SSG's secure collaboration network, SSG has taken the following actions, among many others, to ensure that SSG meets the strict security needs of SSG's Client:

Corporate Security Policy

SSG has adopted and enforces a Corporate Security Policy to protect all proprietary and confidential information of SSG's Client. The Corporate Security Policy addresses information classification, information security procedures (electronic and hard copy information), limited disclosure procedures, physical facility access and general security awareness and enforcement. All Client information is classified as "highly confidential" under the corporate security policy.

Authentication

SSG has deployed industry standard Client authentication and User verification procedures to limit access to Client information to only those participants that our Clients authorize.

Disclaimer

Notwithstanding SSG's extensive efforts, such security measures may not prevent all loss, misuse or alteration of information disclosed on the Site. Therefore, we cannot guarantee its absolute security.

Procedure for Accessing and Correcting Information

SSG may retain your information for a period of time consistent with the original purpose of collection. For instance, we may retain your information during the time in which you have an account to use our web sites or Services and for a reasonable period of time afterward. We also may retain your information during the period of time needed for SSG to pursue our legitimate business interests, conduct audits, comply with our legal obligations, resolve disputes and enforce our agreements. Users of SSG Services can access their User Information and other appropriate Client-identifiable information collected by SSG by contacting SSG's Client Support at support@socialsolutions.com. If a User believes there are factual errors in such information or would like to update such information, the User may contact SSG's Client Support and/or Client's Company Administrator and detail the inaccurate information. SSG and/or Client's Company Administrator will verify and correct any factual errors within thirty (30) days. Users have the right to request that their User Information and other Client identifiable information collected by SSG be deleted by contacting SSG's Client Support. Information will be deleted within thirty (30) days.

We will retain your information for as long as your account is active or as needed to provide you or the applicable Client services. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at unsubscribe@socialsolutions.com. We will retain and use

your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

If you have only been a Visitor to our site and not a User of our Services, and you would like to access, correct, modify or delete Your Data, please review the "Contact Us" section below. Requests to access, change, or delete your information will be addressed within a reasonable timeframe.

Opting Out of Marketing Communications

Users may choose whether to receive direct marketing communications relating to SSG at the time of registration. If a User subsequently does not want to receive information about special offers available through SSG or if a User no longer wishes to receive SSG's newsletter and promotional communications, User may opt-out of receiving them by following the instructions included in each newsletter or communication or by contacting SSG as set forth below:

To "Unsubscribe" from an email marketing communication you have received from SSG, you can follow the instructions to unsubscribe or update your email preferences at the bottom of the SSG email communication.

You can also "Unsubscribe" from SSG direct marketing communications by sending (i) an email to unsubscribe@socialsolutions.com with the following in the subject line: "Unsubscribe from Social Solutions communications" (ii) a written notice to 10801-2 N. MoPac Expy, Suite 400, Austin, TX 78759, Attn: Marketing or (iii) a fax to Social Solutions at 1.443.438.1151, Attn: Marketing. Please indicate in your notice the following: your name, address, email address and the SSG communication from which you wish to be removed.

User will be notified when personally identifiable information is collected by any third party that is not an agent/service provider of SSG, so that a User can make an informed choice as to whether to share information with that party.

Modification of Privacy Policy

We reserve the right to modify the non-material terms and conditions of this Privacy Policy at any time and we encourage you to periodically review this Privacy Policy to be informed of how SSG is protecting your information. Changes to the Privacy Policy will be effective upon posting.

Contact Us

If you have any questions, please refer to the appropriate contact below:

Accessing and Correcting User Information:

Email: support@socialsolutions.com or unsubscribe@socialsolutions.com

Questions about Marketing Communications:

Email: unsubscribe@socialsolutions.com

Questions about this Privacy Policy or about SSG's handling of your information:

Email: legal@socialsolutions.com

Mailing Address

Social Solutions Global, Inc.

Attn: Legal - DMCA Complaints

10801-2 N. MoPac Expy

Suite 400

Austin, TX 78759

Social Solutions

Customer Support
Service Level Agreement

Social Solutions

Customer Support

Social Solutions provides comprehensive user and system support for all ETO software® clients within the client's subscription fees. Provided by industry professionals, our team's experience in the field of human services coupled with their extensive knowledge of the software allows them to provide timely and relevant support to all authorized users. Our goal is to keep customers happy and well educated about ETO software by responding quickly to phone calls and emails, providing thorough, friendly and accurate support, and by providing documentation and a knowledge base that will enable clients to address questions without having to contact Support directly. We are committed to helping users understand how to best utilize their system to maximize their organization's outcome(s). Additional support packages are available for a fee that is in addition to the subscription fees, for clients who need advanced support options to match their unique business needs. The chart shown below provides an overview of the support provided in the various support packages.

Features	Basic	Silver	Gold	Platinum
Target support initial response time by case priority level	Critical: 1 business hour High: 2 business hours Medium: 16 business hrs Low: 1 business Day	Critical: 1 business hour High: 2 business hours Medium: 16 business hrs Low: 1 business Day	Critical: 1 hour High: 2 hours Medium: 12 hours Low: 16 hours	Critical: 1 hour High: 2 hours Medium: 8 hours Low: 12 hours
Live toll-free phone support[1]	Mon – Fri 7AM to 8PM	Mon – Fri 7AM to 8PM	24x7[1]	24x7[1]
Online Chat Support – Mon-Fri 9am to 5pm[1,2]	✓	✓	✓	✓
Email Support – Mon-Fri 7am to 8pm[1,3] After Hours – Critical Only Mon – Fri 8PM to 11PM, Sat/Sun 10AM-8PM	✓	✓	✓	✓
Online customer portal access including self-service knowledge base	✓	✓	✓	✓
Advanced support on questions, troubleshooting and field formatting of ETO Result (post go-live)		2 Hrs. / Qtr.	4 Hrs. / Qtr.	8 Hrs. / Qtr.
ETO Admin Certification self-paced prep course and exam		1 administrator	2 administrators	4 administrators
Assigned Advanced Support Consultant (ASC)[4]			✓	✓
Check-in calls with ASC to review open support cases and issues			Monthly	Weekly
Access to pre-release webinars and one-on-one follow-up call ASC			✓	✓
Guidance in support of a mutually agreed upon quarterly "ETO goal"				✓
Annual system review and evaluation (up to 5 program configurations)				✓
Pricing	**Included**	Greater of 10% of ARR or $2500/year	Greater of 15% of ARR or $5000/year	Greater of 20% of ARR or $15000/year

All times reflect Eastern Standard Time (EST)
[1]Excluding US holidays
[2]Attempt will be made to answer questions while in chat, otherwise response will be within 2 hours.
[3]Email Support response time targeted to be within 2 hours.
[4]Primary support contact is available M-F 9-5PM local time based on US-based customers' locations. International customers will be considered on a case by case basis

Social Solutions

How to Contact Customer Support

Social Solutions provides several different ways to contact Support:

<u>Online Help Manual</u>: Users can access our searchable online Help Manual to find out how to use all software features, locate answers to FAQs, or watch recorded trainings (available 24/7).

<u>Customer Portal</u>: Customers can log into our Customer Portal to contact support, update cases or check issue and case statues, or check our Knowledge Base (available 24/7). This is accessible to all ETO administrators via the Support link under Help in the upper right hand corner of ETO.

<u>Phone support</u>: Users can call Customer Support at 866-732-3560 x 2 to speak with a live Customer Support Representative (see below for availability).

<u>Chat support</u>: Users can chat with a live representative (available 9:00 am – 5:00 pm EST) by clicking Help in the upper right hand corner of the software and then clicking Support to access the portal.

<u>Email support</u>: Users can email support@socialsolutions.com (ETO software users) directly or send a message through the software by clicking on the Help link in the upper right corner of the software and then clicking Support (see below for availability).

Customer Support Availability – Basic – United States/Canada

Social Solutions Customer Support is available by phone and email during the following business hours:
Monday – Friday 7:00 am – 8:00 pm (ET)
Chat support is available Monday – Friday 9:00 am – 5:00 pm (ET)

After Hours – Basic – United States/Canada

Social Solutions Customer Support checks email for major issues from 8:00 pm – 11:00pm (ET) Monday – Thursday, 6:00 pm – 11:00 pm (ET) on Friday, and 10:00 am – 8:00 pm (ET) on Saturday, Sunday, and holidays. This is only intended to be used for major issues; for example, a server running out of memory or a reporting server down. If your email is not regarding an outage or major performance problem, it will be answered the following business day.

Customer Support Availability – Basic – Australia

Social Solutions Customer Support is available by phone and email during the following business hours:

Monday 8:30 am – 5:00 pm (AUS ET)
Tuesday – Thursday 12:00 am – 5:00 pm (AUS ET)
Friday 12:00 am – 3:30 pm (AUS ET)
Saturday 12:00 am – 12:00 pm (AUS ET)

After Hours – Basic – Australia

Social Solutions Customer Support checks email for major issues from 10:00 am – 3:00 pm (Australian Eastern) on Saturdays and 2:00 am – 12:00 pm (Australian Eastern) on Sunday and U.S. holidays.

Customer Support Availability – Basic – UK

Social Solutions Customer Support is available by phone and email during the following hours (all times below are in BST (British Summer Time)):
Monday – Friday 12:00 pm – 1:00 am (following day)

Afterhours – Basic – UK

Social Solutions Customer Support checks email for major issues from 3:00 pm – midnight (BST) on Saturdays, Sundays, and U.S. holidays.

Social Solutions

Party Responsibilities

Customer/User Responsibilities

Administrators are expected to receive individualized training from a member of their SSG Implementation Team and/or attend the 3 Day Administrator Orientation or 4 Day Virtual Administrator Orientation before they begin contacting Support. Non-administrator users also have a responsibility to receive training to obtain an understanding of the features prior to utilizing Support. Customer Support provides free online and recorded trainings through our online Help Manual and Knowledge Base. The user also has a responsibility to know what it is they need when contacting Support; the customer/user should contact their system administrator/site manager if they are uncertain of or unable to clearly describe their needs.

Customer Support Responsibilities

The Customer Support Representative is responsible for gathering the customer/user's information and for determining their needs by listening and asking clarifying questions. When evaluating the needs of the customer/user, it is our responsibility to determine whether the question or issue can be resolved in less than 20 minutes. If yes, the Representative should continue to assist. If no, the customer/user may be scheduled for advanced support with a more senior member of the team and/or forwarded on to their Account Manager to discuss paid training/consulting options when appropriate.

Customer Support: Basic Support

When users contact Customer Support, a case will be entered into our Customer Relationship Management (CRM) system resulting in a unique case number. This case number will be provided to the customer and will be left open until the case is resolved. Each time a user contacts Support with a different question or issue, a new case will be entered into the CRM system.

Response Time for Basic Email/Portal Support

Response times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our initial target response time ranges depending on the priority of the case submitted. See below for details and definitions of case priorities and target response times:

- **Critical/Business Down –** These cases apply to a service being stopped or so severely impacting you with no acceptable workaround that you cannot reasonably continue business operations, reports due within a limited time frame, removal of users for security purposes from the software, features or reports not functioning causing possible data loss, data corruption, or significant financial impact. Customers reporting these cases should be readily available for additional follow up questions or troubleshooting. Target response time is one business hour.

- **High -** Your use of the software is continuing but there is a serious impact on business operations. You are reporting that the software is operational with one or more important features unavailable with no acceptable workaround. High priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is two business hours.

- **Medium -** Your use of the software is continuing but there is a moderate impact on business operations. User is reporting that the software is operational with one or more important features unavailable but there is an acceptable workaround. Medium priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is 16 business hours.

- **Low -** Software is operational with problems or errors which have little impact on system operations. There is no time limitation involved and the response will not impact immediate business operations. Low priorities can apply to enhancement requests, questions on best practice, request for more information on a specific feature, spelling or grammar errors, or comments on the software. Target response is one business day.

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In order to provide the highest level of service to all our customers, Critical/Business Down cases will be reviewed first; if the case does not meet the definition of a Critical/Business Down case, then the response will be based on the actual priority of the question, request, or concern.

If a case is not submitted through our designated contact us pages or the portal, the priority will default to Medium unless it explicitly states otherwise within the subject of the message. Case priorities can be adjusted after the case has been submitted if additional information is provided/discovered that causes the priority to either increase or decrease. If the case priority is adjusted by a Customer Support Representative, the representative will notify you of the change and provide an explanation for the change.

When contacting Support via chat (during normal chat business hours):

Chat is answered in real time in the order in which they are received. If no representatives are available, your question will be sent via email and it will be answered in the order in which it is received – see email response times for more information. For all chat interactions, our goal is to answer the user's question(s) while on chat. If for some reason this is not possible, the targeted response time for following up on a chat with questions left unanswered ranges from two hours to one business day depending on the level of research needed to investigate and answer the user's question. The response time may be longer if the case is escalated to a higher level Support Team member, but the customer will receive updates while the representative continues to work on the case. We strongly recommend that users do not use chat support for more complex questions or issues, such as ETO Results related questions or troubleshooting technical issues on your computer, such as the inability to open a report. These types of questions are handled much more easily via phone or email.

When contacting Support via phone (during normal business hours):

Calls are taken in real time and are answered in the order in which they were received. Please note, if you are waiting in the queue for the next available representative and wish to leave a voicemail, the next available representative will respond to the voicemail, typically within one hour. For all phone interactions, our goal is to answer the user's question(s) while on the phone. If for some reason this is not the case, the targeted response time for following up on a call with questions left unanswered ranges from four hours to one business day depending on the level of research needed to investigate and answer the user's question.

The response time may be longer if the case is escalated to a higher level Support Team member, but the customer will receive updates while the representative continues to work on the case.

Resolution Time for Basic Support

Our targeted support (non-development related issue) resolution time is eight business hours from initial response (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

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Customer Support: Tiered Support Packages

Social Solutions offers three additional levels of advanced support to respond to unique client needs. These tiered support packages provide customers with 1:1 assistance for *fully trained* ETO Administrators (see Customer/User Responsibilities above). This type of support typically lasts 30-60 minutes and is scheduled once a Customer Support Representative assesses that the particular case may be too complex to be resolved in a normal tier 1 support interaction. Each customer may receive between two and eight hours per quarter of advanced support sessions per quarter related to general ETO questions and ETO Results related inquiries depending on the level of support selected. In addition to the advanced support sessions, the packages may include monthly or weekly meetings with your assigned Advanced Support Consultant, ETO Admin Certification, pre-release webinars and pre-release webinar follow up, which vary depending on the level of support selected. Additional needs may be discussed with the Account Management team. The limit for advanced support is per organization/customer and not per administrator. ***For specific details on each level of Tiered Support, refer to the table on page 2 of this document.***

Availability of Advanced Support

Social Solutions Customer Support is able to provide support up to 24 hours per day, 7 days per week for calls regarding general ETO questions. Targeted response times are enhanced although they still vary depending on the availability of the customer and the Advanced Support Representative.

Response and Resolution Time for Advanced Support

Response and resolution times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our target response time ranges from one hour to one business day depending on the severity of the issue and the level of advanced support selected. Our targeted support (non-development related issue) resolution time is eight business hours (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

Advanced Support for ETO Results

ETO Administrators requiring Advanced Support with ETO Results are required to complete the ETO Results Intermediate (8 hour) class prior to receiving advanced support. The pre-requisite to the Intermediate course is either the 4-hour Results Orientation (live version) or the Self-Paced Orientation (free), and evidence of report building proficiency.

Advanced support calls related to ETO Results are typically scheduled within a week to 10 days, depending on availability of both the customer and the ETO Results specialist. *Peak reporting seasons may result in a longer wait time.*

Advanced Support for ETO Results consists of the following services under the advanced support offerings:

- One-on-One Advanced Session (one hour per session)
- Data analysis based on case requirements which could otherwise be conducted by the customer
- Report building outside of an Advanced Session, as determined by reporting requirements; this will only be implemented after at least one One-on-One session has been conducted with the customer
- Research related to any aspect of desired report issues

Once the maximum hours available under the applicable tier have been exhausted during any quarter, the customer will be referred to their Account Manager to purchase additional consulting hours or they may choose to wait until the next quarter when their limit resets.
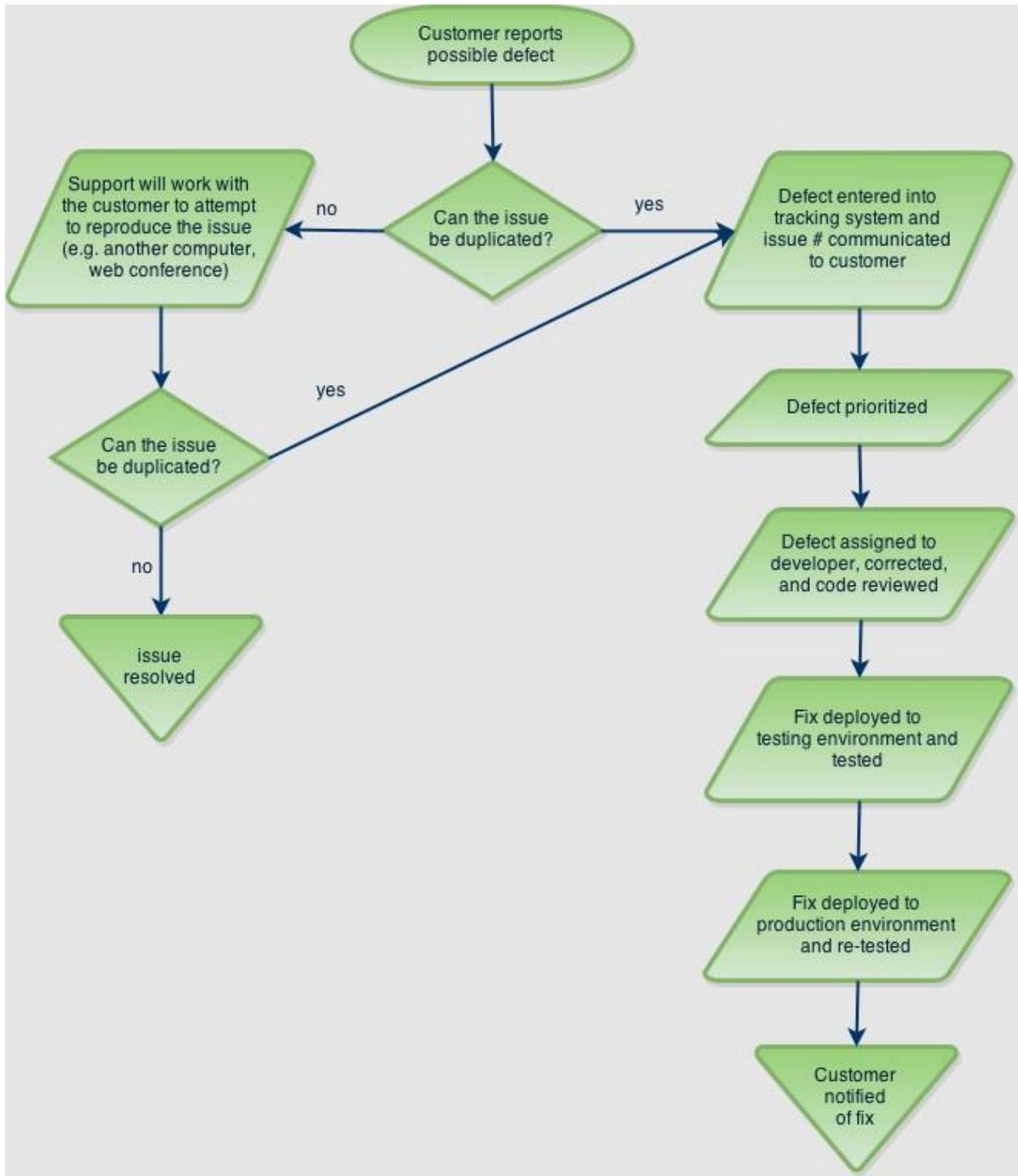
Social Solutions

Customer Support: Issues/Defects

An issue or defect is an error, flaw, mistake, or failure in the software. If the user is experiencing something that they believe to be an issue in the software, the user should contact Customer Support and provide detailed instructions on how to reproduce the problem. A representative will log in as/with the user to diagnose the issue and determine if it is a defect.

When users contact Customer Support with a potential issue, a case will be entered into the CRM system. If it is determined that the reported problem is a defect or issue, an issue will also be logged in the system in addition to the case. The customer will be given an issue number to track the defect. The representative will assign a severity to the issue based on the criteria described below; the resolution time is highly dependent on the severity. A customer has the right to provide feedback regarding the severity of the issue based on the priority for their organization. Each time a user contacts support with a different issue, a new case number and an issue number will be provided to the customer. The customer will receive communication from Customer Support on the status of the issue based on the criteria set below.

The Social Solutions Development Team typically deploys three to four major updates/releases to the software per year, along with monthly maintenance releases. Customers are given advanced notification of maintenance periods and upcoming updates on the login page and via an e-newsletter.

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Below is a flowchart outlining the process Customer Support Representatives follow for issues:

Customer reports possible defect

Can the issue be duplicated?

no → Support will work with the customer to attempt to reproduce the issue (e.g. another computer, web conference)

yes → Defect entered into tracking system and issue # communicated to customer

Can the issue be duplicated?

yes → Defect entered into tracking system and issue # communicated to customer

no → issue resolved

Defect prioritized

Defect assigned to developer, corrected, and code reviewed

Fix deployed to testing environment and tested

Fix deployed to production environment and re-tested

Customer notified of fix

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Issue/Defect Priorities

There are four levels of severity for issues. Each issue is prioritized based on its severity level.

Severity	Issue Criteria	Target Resolution Time	Communication and Escalation
Severity 1 "SHOW-STOPPER"	Major functionality issue that prevents customer from being able to use software.	The Development Team works to resolve these issues immediately with a target resolution of two business days or less.	Customer Support will provide daily updates of the status of the issue until such time as the issue is resolved. Escalation of the issue to the COO will occur if issue is not resolved within the target resolution time.
Severity 1 "NON SHOW-STOPPER"	Major functionality issue which does not have a workaround that is key to ETO's performance and causes major impact to customer's ability to operate their organization.	The Development Team works to resolve these issues immediately with a target resolution of 10 business days.	Customer may elect to have Customer Support provide updates on a daily basis, every other day, or whenever there is an update in the defect's remediation. Escalation of the issue to the COO will occur if issue is not resolved within the "target."
Severity 2	A major function does not work in a core area of ETO, but there is a workaround. However, the workaround is time consuming.	The Development Team will fix within its normal release cycle. The target is to fix these issues within 30-120 days.	Customers will receive an automated update when the issue resolution is scheduled to be deployed.
Severity 3	Minor functionality less key to ETO is not working or there is functionality that is not working but there is an easy workaround.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect. Issue can be categorized as a higher priority if it is affecting a large number of customers.	Status will be provided via customer portal and customers will receive an automated update when the resolution is scheduled to be deployed.
Severity 4	Cosmetic or inconsistency issues that do not affect functionality in any significant way.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect.	Status will be provided via customer portal and customers will receive an automated update when the resolution is scheduled to be deployed.

Resolution Time for Issues/Defects

These targeted resolution times only apply to core functionality, except if the functionality affected is completely hindering a user's ability to work and use the software.

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apricot
by social solutions

Social Solutions Apricot®
Customer Support Service Level Agreement
Updated February, 2018

Customer Support

Social Solutions provides user and system support for Apricot® and Apricot Essentials® clients within the client's subscription fees, as shown in the below table. Additional support packages are available for a fee that is in addition to the subscription fees, for clients who need advanced support options to match their unique business needs. The chart shown below provides an overview of the support provided in the various support packages.

Key Features[1]	Basic	Silver	Gold	Platinum
Online chat an email support[2,3]	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm
Emails/chats per month[2,4,5]	5	20	30	Unlimited
Phone Consultation		Up to 1 Hr/Month	Up to 2 Hr/Month	Up to 3 Hr/Month
Inbound Phone Calls[6]				8 Calls/Mo
Dedicated Support Specialist[6]				Yes

All times listed reflect Central Standard Time (CST)
1. Social Solutions reserves the right to cap annual support hours provided per customer as follows: 4 hours for Basic, 8 hours for Silver, 16 hours for Gold, and 32 hours for Platinum.
2. Excluding U.S. holidays.
3. Attempt will be made to answer questions while in chat, otherwise response will be within 2 hours.
4. Email Support response time targeted to be within 2 hours.
5. Indicated limit represents cumulative Chat and Email cases submitted per month.
6. Dedicated Support Specialist and Inbound Calls are available M-F 9-5PM CST. International customers will be considered on a case by case basis.

How to Contact Customer Support

Social Solutions provides several different ways to contact Support:
1. Customer Portal: Customers can log into our Customer Portal to contact support, update cases or check issue and case statues, or check our Knowledge Base (available 24/7). This is accessible to all Apricot users via the Help Center tab in Apricot.
2. Chat support: Users can chat with a live representative (available 9:00 am – 5:00 pm CST) via the Customer Portal.
3. Email support: Users can submit a Case directly through the Customer Portal or via email to customer.care@socialsolutions.
4. Phone support: Through the purchase of a premium Support Package, users can schedule phone consultation with a member of the Ongoing Support team.

Customer Support Availability

Social Solutions Apricot Customer Support is available during the following business hours:
Portal Response, Email and Chat Support are available Monday – Friday 9:00 am – 5:00 pm (CST)

After Hours

Social Solutions Apricot Customer Support monitors an after-hours phone line for emergency situations from 5:00 pm – 9am (CST) Monday – Thursday, and 5:00 pm (CST) Friday through 9:00 am (CST) the following Monday (including Saturday, Sunday, and holidays). This is only intended to be used for major issues; for example, unscheduled system downtime, or a defect preventing an organization from utilizing

Apricot. If your call is not regarding an outage or major performance problem, it will be addressed the following business day.

Party Responsibilities

Customer/User Responsibilities

Administrators are expected to complete all Apricot basic administrator webinars before they begin contacting Support. Non-administrator users also have a responsibility to obtain an understanding of the features prior to utilizing Support. Customer Support provides free online and recorded trainings through our online Help Manual and Knowledge Base. The user also has a responsibility to know what it is they need when contacting Support; the customer/user should contact their system administrator/site manager if they are uncertain of or unable to clearly describe their needs.

Customer Support Responsibilities

The Customer Support Representative is responsible for gathering the customer/user's information and for determining their needs by listening and asking clarifying questions. When evaluating the needs of the customer/user, it is our responsibility to determine whether the question or issue can be resolved by Tier 1 Ongoing Support. If not, the customer/user may be scheduled for advanced support with a more senior member of the team and/or forwarded on to their Account Manager to discuss paid training/consulting options when appropriate.

Customer Support: Basic Support

When users contact Customer Support, a case will be entered into our tracking system resulting in a unique case number. This case number will be provided to the customer and will be left open until the case is resolved. Each time a user contacts Support with a different question or issue, a new case will be entered into the system.

Response Time for Basic Email/Portal Support

Response times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our initial target response time ranges depending on the priority of the case submitted. See below for details and definitions of case priorities and target response times:

- **Critical/Business Down –** These cases apply to a service being stopped or so severely impacting you with no acceptable workaround that you cannot reasonably continue business operations, reports due within a limited time frame, removal of users for security purposes from the software, features or reports not functioning causing possible data loss, data corruption, or significant financial impact. Customers reporting these cases should be readily available for additional follow up questions or troubleshooting. Target response time is two business hours.
- **High -** Your use of the software is continuing but there is a serious impact on business operations. You are reporting that the software is operational with one or more important features unavailable with no acceptable workaround. High priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is four business hours.
- **Medium -** Your use of the software is continuing but there is a moderate impact on business operations. User is reporting that the software is operational with one or more important features unavailable but there is an acceptable workaround. Medium priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is one business day.

- **Low -** Software is operational with problems or errors which have little impact on system operations. There is no time limitation involved and the response will not impact immediate business operations. Low priorities can apply to enhancement requests, questions on best practice, request for more information on a specific feature, spelling or grammar errors, or comments on the software. Target response is one business day.

In order to provide the highest level of service to all our customers, Critical/Business Down cases will be reviewed first; if the case does not meet the definition of a Critical/Business Down case, then the response will be based on the actual priority of the question, request, or concern. If a case is not submitted through our designated contact us pages or the portal, the priority will default to Medium unless it explicitly states otherwise within the subject of the message. Case priorities can be adjusted after the case has been submitted if additional information is provided/discovered that causes the priority to either increase or decrease. If the case priority is adjusted by a Customer Support Representative, the representative will notify you of the change and provide an explanation for the change.

When contacting Support via chat (during normal chat business hours):

Chat is answered in real time in the order in which they are received. If no representatives are available, your question will be sent via email and it will be answered in the order in which it is received – see email response times for more information. For all chat interactions, our goal is to answer the user's question(s) while on chat. If for some reason this is not possible, the targeted response time for following up on a chat with questions left unanswered ranges from two hours to one business day depending on the level of research needed to investigate and answer the user's question. The response time may be longer if the case is escalated to a higher level Support Team member, but the customer will receive updates while the representative continues to work on the case. We strongly recommend that users do not use chat support for more complex questions or issues, such as advanced reporting related questions or troubleshooting technical issues on your computer, such as the inability to open a report. These types of questions are handled much more easily via a Case or email.

Resolution Time for Basic Support

Our targeted support (non-development related issue) resolution time is eight business hours from initial response (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

Customer Support: Tiered Support Packages

Social Solutions offers *three* levels of advanced Apricot support to respond to unique client needs. These tiered support packages provide customers with 1:1 assistance for *fully trained* Apricot Administrators (see Customer/User Responsibilities above). This type of support typically lasts 30-60 minutes and is scheduled once a Customer Support Representative assesses that the particular case may be too complex to be resolved in a normal tier 1 support interaction. Customers with a premium Support Package receive between one and three hours per month of advanced support sessions related to general Apricot questions related inquiries depending on the level of support selected. In addition to the advanced support sessions, the packages may include additional email and chat support, ad hoc phone calls, and access to a Dedicated Support Specialist, which vary depending on the level of support selected. Additional needs may be discussed with the Account Management team. The limit for advanced support is per organization/customer and not per administrator. ***For specific details on each level of Tiered Support, refer to the table on page 2 of this document.***

Availability of Advanced Support

Targeted response times are enhanced although they still vary depending on the availability of the customer and the Advanced Support Representative.

Response and Resolution Time for Advanced Support

Response and resolution times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our target response time ranges from one hour to one business day depending on the severity of the issue and the level of advanced support selected. Our targeted support (non-development related issue) resolution time is eight business hours (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

Customer Support: Issues/Defects

An issue or defect is an error, flaw, mistake, or failure in the software. If the user is experiencing something that they believe to be an issue in the software, the user should contact Customer Support and provide detailed instructions on how to reproduce the problem. A representative will log in as/with the user to diagnose the issue and determine if it is a defect.

When users contact Customer Support with a potential issue, a case will be entered into the tracking system and the customer will be given a case number. If it is determined that the reported problem is a defect, the customer will also be given a defect number which should be used in preceding contacts with Customer Support. The representative will assign a severity to the issue based on the criteria described below; the resolution time is highly dependent on the severity. (Specific definitions can be found on page 6 of this document). A customer has the right to provide feedback regarding the severity of the issue based on the priority for their organization. Each time a user contacts support with a different issue, a new case number and an issue number will be provided to the customer. The customer will receive communication from Customer Support on the status of the issue based on the criteria set below.

The Social Solutions Development Team typically deploys three to four major updates/releases to the software per year. Customers are given advanced notification of maintenance periods and upcoming updates on the login page and via an e-newsletter.

Toll Free   866.732.3560   **www.socialsolutions.com**
Local   443.460.3375
Fax   443.460.3473

Issue/Defect Priorities

Severity There are four levels of severity for issues. Each issue is prioritized based on its severity level.	Issue Criteria	Target Resolution Time	Communication and Escalation
Severity 1 "SHOW- STOPPER"	Major functionality issue that prevents customer from being able to use software.	The Development Team works to resolve these issues immediately with a target resolution of two business days or less.	Customer Support will provide daily updates of the status of the issue until such time as the issue is resolved. Escalation of the issue to the COO will occur if issue is not resolved within the target resolution time.
Severity 1 "NON SHOW- STOPPER"	Major functionality issue which does not have a workaround that is key to Apricot's performance and causes major impact to customer's ability to operate their organization.	The Development Team works to resolve these issues immediately with a target resolution of 10 business days.	Customer may elect to have Customer Support provide updates on a daily basis, every other day, or whenever there is an update in the defect's remediation. Escalation of the issue to the COO will occur if issue is not resolved within the "target." resolution time.
Severity 2	A major function does not work in a core area of Apricot, but there is a workaround. However, the workaround is time consuming.	The Development Team will fix within its normal release cycle. The target is to fix these issues within 30-120 days.	Customers will receive an automated update when the issue resolution is scheduled to be deployed.
Severity 3	Minor functionality less key to Apricot is not working or there is functionality that is not working but there is an easy workaround.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect. Issue can be categorized as a higher priority if it is affecting a large number of customers.	Status will be provided via customer portal and customers will receive an automated update when the resolution is scheduled to be deployed.
Severity 4	Cosmetic or inconsistency issues that do not affect functionality in any significant way.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect.	Status will be provided via customer portal and customers will receive an automated update when the resolution is scheduled to be deployed.

Resolution Time for Issues/Defects

These targeted resolution times only apply to core functionality, except if the functionality affected is completely hindering a user's ability to work and use the software.