TALKOOT SOFTWARE
SUBSCRIPTION MAINTENANCE AND SUPPORT SERVICES AGREEMENT

Talkoot, Inc. ("Talkoot") shall provide Maintenance and Support Services in accordance with the following terms, which terms may be amended from time to time by Talkoot.

1. **Definitions.**
    "Standard Release" is an updated release delivered to customers as part of Maintenance and Support. The Standard Release contains feature updates intended to improve functionality, enhance user experience, and/or correct defects or deficiencies.

2. **Items Covered by Maintenance and Support. Maintenance and Support shall include:**
    a. support for technical issues relating to the use of the Software (including errors or problems with the Software, issues during implementation and assistance understanding specific features).

3. **Items Not Covered by Maintenance and Support.**
    Talkoot is not obligated to provide Maintenance and Support for errors or problems caused by the following (each, an "Excluded Cause"):
    a. third-party components not provided by Talkoot, including, without limitation, related networks and databases;
    b. any modifications to or extensions of the Software;
    c. errors that are not able to be reproduced by Talkoot using commercially reasonable efforts;

4. **Customer Obligations.**
    Customer agrees to provide Talkoot with all information and materials requested by Talkoot for use in replicating, diagnosing and correcting an error or other problem with the Software reported by Customer. Customer acknowledges that Talkoot's ability to provide satisfactory Maintenance and Support is dependent on Talkoot having the information necessary to replicate the reported problem with the Software. Customer acknowledges that Talkoot-recommended tools are preferred. If Customer does not implement and maintain the foregoing functionality upon Talkoot request, Talkoot's ability to provide Support and Maintenance Services may be impaired and Customer's use of the Software may be negatively impacted.

5. **Contact Methods.**
    Named representatives designated by Customer may contact Talkoot to provide an Error Report and request Maintenance and Support by any of the methods listed at intercom.help/talkoot.

6. **Support Hours and Days.**
    For Critical Severity (defined below) issues, Talkoot will provide Maintenance and Support Services Monday to Friday between 8:00 a.m. and 6:00 p.m. Pacific Standard Time, exclusive of Talkoot recognized holidays. A business day is Monday through Friday, Pacific Time, excluding holidays.

7. **Response Times.**
    Talkoot will use commercially reasonable efforts to respond within the following response times. Note that severity level designations may be lowered by Talkoot upon making available a workaround or other such solution to an Error Report.

Error Classification	Response Time	Resolution Time
High An error that prevents the execution of business operations because relevant parts of the Services are not functional.	1 hour	Workaround: 6 hours Full Resolution Fix: 1 Business Day (or as mutually agreed with Client)
Medium An error that has considerable impact on business operations to an extent preventing their normal execution or allowing execution thereof only with unreasonable efforts, because relevant parts of the Services are not functional, unavailable/not accessible or the Services or relevant parts thereof are significantly slower than the performance contracted for.	4 hours	Workaround: 1 Business Day Full Resolution Fix: 3 Business days (or as mutually agreed with Client)
Low An error that has minimal impact on the normal execution of business operations, because minor functionalities of the Services are unavailable or actual performance is only insignificantly slower than the performance contracted for.	1 Business Day	Next maintenance Window (or as mutually agreed with Client)