

bLoyal

Client Support Service Level Agreement (SLA)

Updated: October 2013

bLoyal is committed to providing industry leading software support and services to our clients. This Service Level Agreement (“SLA”) is meant to communicate our commitment and define the scope of the services we provide as part of our Support Contract Offerings. All support outlined in this SLA is provided in English.

1. Scope – Services included in the SLA

The following services are included in this SLA:

- **Remote Support** – Remote support includes Telephone, E-Mail, Remote Connection, and web-based support services in English.
- **Software Product Support** – Remote support for bLoyal products and hosted services and third-party software products purchased from bLoyal. bLoyal does not support third-party products not purchased or contracted through bLoyal.
- **Computer Hardware and Peripheral Support** – bLoyal does not generally support computer hardware and peripherals. However, we will recommend a third-party hardware specialist to assist a Client if necessary. As an exception, we only provide remote support for hardware and peripheral products purchased from and installed by bLoyal directly.
- **Online Support Account** – A login account to the bLoyal Support Portal, <https://mysupport.bloyal.com>, for logging support cases, accessing the bLoyal’s knowledgebase, and checking the status of active support cases.

2. Support Options

You can choose between the following support options:

- a. **Pay per Incident:** bLoyal offers support on a per incident basis to Clients that opt to not purchase a bLoyal Support Plan.

The applicable fee is \$75 per incident. Pay per Incident Support does not apply to any third party products not purchased from bLoyal.

Pay per Incident Support is provided during regular business hours defined as Monday through Friday, 7AM to 5PM Pacific Standard Time. Support incidents can be entered online 24 hours a day, seven days a week using the bLoyal online support tool accessible from the Help section in your bLoyal Director account or directly at <https://mysupport.bloyal.com>. Please note that support incidents entered outside of regular business hours will be responded to during the next business day as per the terms and conditions stated in this support SLA.

- b. **Support Plans:** bLoyal also offers you choices of support plans listed below and described in the following chapters. Each plan is subject to the terms and conditions stated in this Support SLA.
 - i. **bLoyal Extended Support Plan**
 - ii. **bLoyal Dedicated Support Plan**

3. bLoyal Support Plans

The goal of the Support Plans is to both help you resolve any incidents that may arise as well as build up the internal expertise on bLoyal to help you make the most of your solution. The bLoyal support plans are designed to support your Help Desk or Core Team.

Contact the bLoyal sales team for pricing or to order by calling 877-869-1715 or sales@bloyal.com.

bLoyal Extended Support Plan

An annual Extended Support Plan is available on a per user basis and includes the following benefits:

1. Unlimited support incidents.
2. Extended support hours 24 hours a day 7 days a week.
3. Standard Service Level Agreements as described herein.

bLoyal Dedicated Support Plan

An annual Dedicated Support Plan is available. This plan includes all of the benefits of the Extended Support Plan plus a dedicated bLoyal Service Team. A bLoyal Service Team is assigned to a limited number of Clients. This allows for your dedicated bLoyal Service Team to get to know your specific environment and needs in more detail and thus together provide you with additional services as described below:

1. Unlimited support incidents.
2. Extended support hours 24 hours a day 7 days a week.
3. **Enhanced Service Level Agreements:** You receive priority status resulting in enhanced response times as described in Section 6 of this SLA Agreement.
4. **Tailored Support:** Your dedicated bLoyal Service Team is your primary contact for all support requests. The Service Team knows your business and your configuration and provides tailored support as well as proactive follow up on Support Incidents.
 - a. Triage of issues including what is currently defined as Tier 1 and Tier 2 in Section 7 of this SLA Agreement.
 - b. Managed escalation to Tier 3 or Tier 4 only if needed.
 - c. Follow up until the incident is Completed or Closed as defined in this Section 8 of this SLA Agreement.
5. **Business Process Support:** Your bLoyal Service team will also support your Team on how to best align business processes and your bLoyal solutions to maximize your benefits.
 - a. Quick-training sessions of up to 15 minutes to cover specific features of the bLoyal solution that may best support your business processes.
 - b. Sharing of business process best practices.
 - c. Provide you with standard bLoyal process documentation and supporting your Team to customize and maintain process documentation to match your specific business processes.
6. **Custom Communications:** A monthly 1 hour call as may be convenient for you to follow up on either Support or Business Process related topics.
7. **Quarterly Check In Meeting:** This will allow you to meet with a member of the executive team or Director of Client Services to ensure that both the Dedicated Service Team and yourselves are receiving and providing the tools necessary to assist you in achieving your business goals and needs.

4. Contacting bLoyal for Support

There are three ways to contact bLoyal Support covered under this SLA.

1. **Calling the toll-free support phone number** provided as part of your support plan.
 - The standard support phone number for Pay per Incident and Extended Support Clients is: 877-388-7638.
 - Dedicated Support Clients are provided a separate Dedicated Support phone number.
2. **Submitting an incident online** using the bLoyal Support Portal at <https://mysupport.bLoyal.com>.
3. **Via our standard support e-mail** support@bLoyal.com. A special Dedicated Support email is made available to clients on the Dedicated Support plan. Clients will receive an automated email from our Support Center acknowledging the receipt of their email.

The SLA level for an incident is determined by the level of plan a client is on and the method used to report the incident. For example, Dedicated Support members should report their incidents via the Dedicated Support phone number, online via the support portal, or via the Dedicated Support email.

Incidents submitted via other mechanisms such as by Fax, emails sent directly to bLoyal staff email addresses, or calling bLoyal staff directly are not subject to the response times specified in this SLA unless and until the incident is entered into the bLoyal incident tracking system.

Request for ticket/incident escalation may be submitted in one of the above three ways. Reaching out to bLoyal staff directly via email or phone is not covered under this SLA.

5. Support Incident Definition and Payment

A support incident is defined as a single support issue submitted by phone, e-mail, or online, and does not have a time limit. A request by a Client may include more than one support incident, depending on the nature of the problems being reported. If that is the case, the support representative will notify you accordingly as part of the initial response if they will need to create additional tickets. Each incident will receive its own ticket number. The separation of tickets/incidents is needed to provide quality service so that incidents aren't "lost" within one large email.

Billing for bLoyal support incidents will be done as part of your monthly invoice as covered in your bLoyal Subscription Agreement. <http://support.bloyal.com/agreements/bLoyal-SubscriptionAgreement.pdf>

6. Support Case Classification and Communications

You will be receive notifications or can consult the latest status of an incident via the bLoyal incident tracking system. A bLoyal support request will be created in our support tracking tool for each incident and the following touch-points will occur:

- **Automated Response:** You will receive an automated email from our Support Center if you enter an incident by email or through the Support Portal.
- **Initial Response:** You will receive an Initial Response in the timeframes specified below. This is the time it takes a bLoyal support representative to respond to an incident request that was placed by the Client, this is not a guarantee of resolution, but may be a resolution.
- **Additional Responses:** Support Staff will respond with a resolution, status update or request for additional information and estimated time to resolution when available. You will continue to receive or can consult the latest Status of an incident via the bLoyal Support Center portal until an incident is Solved or Closed as defined in Section 8 of this SLA Agreement.

- **Check-In:** This applies to incidents that are determined by bLoyal Staff to be a priority of 0. This update may be provided by a response to a ticket, phone call or update on the bLoyal Support Center if it is an incident that affects multiple clients. We suggest subscribing to the Announcements forum in the bLoyal Support Center.

The incident priority will be determined by bLoyal and classified into one of the following 4 priorities.

- Critical P0
- High P1
- Normal P2
- Low P3

The response times provided by this SLA Agreement for each priority classification are below:

Support Incident Priority Classification	Communications Protocol			
	Pay Per Incident & Extended	Extended	Dedicated	
	Business Hours Monday – Friday 7AM – 5PM Pacific	Outside of Normal Business Hours: When submitted via phone*	Business Hours Monday – Friday 7AM – 5PM Pacific	Outside of Normal Business Hours: When submitted via phone*
P0 - Business Halted A “business halted” level issues is defined as a Client being unable to take any orders on one or more channels: POS, Web Store, or through Director.	Initial Response: 2 Hours Check-In: 2 Hours or as available	Initial Response: 2 Hour Check-In: 2 Hours or as available	Initial Response: 1 Hour Check-In: 2 Hours or as available	Initial Response: 1 Hour Check-In: 2 Hours or as available
P1 - Business Impacted A “business impacted” level issue is where the Client can take orders, but is having problems processing orders or with a system component that is making Director, web store or POS transaction difficult to complete or otherwise unsatisfactory (loyalty rules not processing, problems fulfilling an order, etc.)	Initial Response: 2 Hours	Initial Response: 2 Hours	Initial Response: 1 Hour Additional Response: 4 Hours	Initial Response: 2 Hour Additional Response: 4 Hours
P2 - Standard A “Standard” level issue is where the Client is having a problem not directly related to processing a transaction. These are generally related to problems completing a task in the system (creating a loyalty rule, running an e-mail campaign, etc.), running or reconciling a report.	Initial Response: 4 Hours	Initial Response: Next Business Day	Initial Response: 2 Hour	Initial Response: Next Business Day
P3 - Service Request A “service request” level issue is used for consulting service requests, product feature requests, suggestions, or other questions unrelated to the day-to-day use of the product.	Initial Response: 2 Hours	Initial Response: Next Business Day	Initial Response: 4 Hours	Initial Response: Next Business Day

*Clients must leave a message with a phone number they can be reached at if the phone is not answered. If a message is not left or a phone number where the client may be reached is not provided the SLA does not apply. All support issues submitted by email or via the Support Center portal outside of normal business hours will be addressed the following business day and the SLA response times will begin to apply at that time.

7. Support Incident Handling and Case Escalation

Each support incident is handled by a product support specialist within a particular tier.

Escalation Level	Action and Goals
Tier 1 Initial contact and response Resolution of standard incidents	The incident is analyzed on the phone or online by a bLoyal Support Team Member. Incidents that are Solved at this level are reviewed and solutions added to the bLoyal Knowledge Base as may be appropriate. The goal is to have all incidents Solved or escalated to Tier 2 during the Initial Response timeframe described in section 6.
Tier 2 Investigation Resolution and correction if applicable	Incidents that require additional investigation and correction, or testing of specific scenarios before a resolution can be achieved are escalated to Tier 2. This may be due to a bug report or specific account configuration that needs to be analyzed. The goal for Dedicated Support is to have all cases Solved or escalated to the next tier within 1 business day.
Tier 3 bLoyal Product Development Team Third Party ISV Hardware Vendor	Incidents that require escalation to the bLoyal Product Development Team or a third-party software or hardware vendor for analysis and repair are escalated to Tier 3. The bLoyal Support Team Member will work directly with the product development team or outside vendor to come to a resolution as may be applicable. In some cases clients may need to work directly with the other vendor. The goal for Dedicated Support is to have all cases Solved within 20 business days.

8. Support Incident Closure and Resolution

Once a support incident has been Solved you will be notified via email and/or phone of the completion of the incident. A ticket/incident will be deemed Solved for one of the following reasons:

Resolution	Description
Completed	The incident has been successfully resolved or client has stated the ticket may be solved.
Cannot Reproduce	If there is an issue in the platform that is causing a problem and during triage the issue cannot be reproduced, then the incident will be solved.
Duplicate	An incident can be closed as "Duplicate" if the incident has already been reported by this Client. Any duplicate tickets will be merged with the initial ticket. If additional staff members enter the same incident they will be added to the initial ticket.
No Response	Tickets that have been in a pending status for 5 days are automatically changed to a Solved status. A client will receive an email notifying them that the ticket has been closed due to this reason and that they may simply reply to the email to reopen the ticket and provide the requested information.

The below descriptions help illustrate how an incident will be resolved as may be appropriate.

Client has a question on how to complete a task

- Cause: The Client has reached out to ask a question that will help them clarify how to complete a specific task such as creating a discount rule. The Support Team is able to provide the requested guidance either over the phone, via reference to a Knowledge Base article or via a video or on-line meeting depending on the best approach to resolve the question. This scenario is not intended to substitute for formal training that may be required at any point in time as is typically covered in less than 15 minutes via phone if applicable.
- Resolution: Ticket is Solved and classified as Completed

Client requests assistance with a specific business initiative or process

- Cause: The Client has reached out to request detailed information to set up a loyalty program or similar with specific regard to consideration for client's business requirements and considerations.
- Resolution: Ticket is assigned to a bLoyal Staff member to provide a quote for the consulting work as covered in Section 9 of this SLA. Ticket is put in a Pending Status once the quote has been sent to the client and is either assigned to a Project Manager if the quote is approved or Solved by decline of the quote. If assigned to a Project Manager the ticket will be Solved and classified as Complete once the consulting is finished or depending on the project it may be handled outside of the support ticket and the client will be notified.

Client process

- Cause: During triage it is determined that the issue was the result of using a non-supported process by the Client or a process that is outside of the basic processes a client may have received training on.
- Resolution: Resolution: Ticket is Solved and classified as Complete.
 - Clients under a Dedicated Support plan will receive suggestions on proper procedure with documented guidance as may be applicable.

Product Feature Request

- Cause: There is a new product feature request by a Client for functionality that is not currently available in the application.
- Resolution: Resolution: Ticket is Solved and classified as Complete with the Work Item number provided on the ticket for client reference. Once the Work Item is resolved in a Release Cycle, clients are notified via the Service Bulletin.

Incident that can be reproduced and is considered a Hot Fix

- Cause: There is an issue in the platform that is causing a problem. During triage the issue can be reproduced and thus resolved by the Development Team. The severity level requires that the fix cannot wait to be addressed in an upcoming release and thus needs to be treated as a "Hot Fix" to the product.
- Resolution: A Work Item is created by the bLoyal Support Staff and the Work Item number is provided to the client on the ticket. The ticket will remain open until the Work Item has been released to production. At that time the client is notified that the "Hot Fix" has been released and the ticket is Solved and classified as Complete.

Incident that can be reproduced and is not considered a Hot Fix

- Cause: There is an issue in the platform that is causing a problem. During triage the issue can be reproduced and thus resolved by the Development Team. The issue is not severe enough to be treated as a "Hot Fix" and thus will be scheduled within a regular product Release Cycle.
- Resolution: Ticket is Solved and classified as Complete with the Work Item number provided on the ticket for client reference. Once the Work Item is resolved in a Release Cycle, clients are notified via the Service Bulletin.

Incident that cannot be reproduced

- Cause: There is an issue in the platform that is causing a problem. During triage the issue cannot be reproduced and thus cannot be resolved by the Development Team.
- Resolution: Ticket is Solved and classified as Cannot Reproduce.

9. Services Available Outside of SLA

The following services are available to bLoyal clients outside of this SLA. These services can be provided remotely, at the Client site, or at the bLoyal offices.

All services are billed in 30 minute increments or as a packaged service where applicable.

- **Product Training** – At the Client’s request, bLoyal will provide product training on any bLoyal product and on any third-party software products supported by bLoyal.
- **On-Site Installation, Support, and Maintenance** – At the Client’s request, bLoyal will deploy a certified product specialist to install software products purchased from bLoyal. The scheduling shall be on a best effort basis. Installation is billed at the current price list with a one (1) day minimum, plus travel and accommodations if applicable.
- **Multi-Level Loyalty and Multi-Channel Commerce Consulting** – At the Client’s request, bLoyal will deploy on-site or remotely a consultant or product manager to consult in all areas of multi-level loyalty and multi-channel business consulting. This includes process development or guidance that is specific to a client’s business requirements that extend beyond basic support incidents. The scheduling of such consulting shall be on a best effort basis.
- **Custom Software Development** – At the Client’s request, bLoyal may provide custom software development services to Client. The scheduling of such services shall be on a best-effort basis and per an agreed statement of work signed by Client. Custom development services are billed at current price list rate.

10. Client Responsibilities

- **Account in Good Standing** – Client’s account must be kept in good standing at all times. Accounts that are past 60 days due or more will go into a “no support” status until the Client’s account is brought up to date.
- **Prompt and accurate communication** – Client must promptly notify bLoyal Support with clear and accurate information regarding any support issue.
- **Prompt response with requested information** – Many support cases rely on additional information that is required from the Client. In this situation, it is very important that the Client be prompt in obtaining the required information and responding to the support representative.
- **Remote access to each computer supported** – In order to provide remote support to Client POS or BackOffice computers, the Client must provide bLoyal with remote access to the computer while a support incident is active. This is normally done using a tool called JoinMe (<https://join.me/>), but support may also use GoToMeeting (<http://www.gotomeeting.com>) or other tools at the Client’s or bLoyal’s discretion.

<http://www.bLoyal.com/>

As of 10/22/2013