

Service Terms

Camtiva™ is committed to achieving excellence of quality in everything we do. We understand that achieving quality in the service we provide, the product we develop, and the business we run is an ongoing process that requires consistent, sustained effort; a business-wide, quality-minded attitude; and a commitment of considerable resources.

Camtiva is also aware of its obligation to provide a high level of protection around Client Data, and practices strict hiring and training standards to meet such obligations.

1. **Definitions:** In addition to those terms defined in Section 1 of the Subscription and Services Agreement, in this document the following terms shall have the meaning as set forth below:
 - (a) “Error” means a failure of the Services to operate in material conformance with its Documentation.
 - (b) “Error Correction” means a permanent modification or addition that, when made or added to the Services, brings the operation of the Services and Technology into material conformance with its Documentation. Upgrades may constitute Error Corrections.
 - (c) “Fix” means a solution configuration or software patch designed to mitigate the impact of an Error, notwithstanding that the Error still exists.
 - (d) “Upgrade” means upgrades, improvements or changes to the Services designed to enhance operating performance without changing the basic functions of the Services and that are generally made available by Camtiva in its sole discretion at no additional charge to Camtiva’s other Users. A new Upgrade typically will be indicated by the digits indicating the actual date of the upgrade number (e.g. 2018.12 would refer to an Upgrade that happens in December of the year 2018).
 - (e) “Workaround” means a temporary set of procedures that Users may follow to circumvent or mitigate the impact of an Error, notwithstanding that the Error may still exist.
2. **Error Report Process:** Camtiva will provide Client a telephone number and email via which Client may report Errors from 9:00 A.M. to 5:00 P.M. MST, Monday through Friday, excluding U.S. federal holidays, the day after Thanksgiving, after 12noon on Christmas Eve, and after 12noon on New Year’s Eve.
3. **Response and Resolution Schedule:** Camtiva will classify each Error reported by Client based on the following criteria:

Error Classification	Criteria
Critical	Fatal: Errors that result in the loss of all processing capability.
High	Severe Impact: Errors that disable major functions from being performed and therefore affect the normal operation of the Services during the normal working day (e.g., inability to run a batch).
Medium	Degraded Operations: Errors that disable only certain nonessential functions but that do not affect the normal operation of the Services during the normal working day.
Low	Minimal Impact: Intermittent Errors that do not materially affect normal operation of the Services.

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Client must provide a detailed description of the Error and any additional information reasonably requested by Camtiva to enable Camtiva to reproduce and analyze the Error. For timely resolution, Client must allow the use of screen sharing applications on client machines. Camtiva shall use commercially reasonable efforts to respond to an Error report according to the following schedule. All timeframes are measured from the point in time in which Camtiva receives the aforementioned information, in its entirety.

Error Classification	Acknowledge receipt of Error report	Provide a Workaround, Fix or Documentation correction pages	Provide an Error Correction, Upgrade and/or updated Documentation
Critical	4 business hours	3 business days	Next Upgrade*
High	8 business hours or next business day	5 business days	Next Upgrade*
Medium	2 business days	15 business days	As appropriate
Low	7 business days	45 business days	As appropriate

*Provided such Error is reported by Client to Camtiva prior to close of development for such Upgrade. For non-reproducible Errors, Camtiva will use commercially reasonable efforts to investigate and remedy the Error, but shall not be bound by the above schedule. The methods and techniques utilized by Camtiva to correct Errors shall be at the sole discretion of Camtiva. If after using commercially reasonable efforts for a period of thirty (30) days, Camtiva remains unable to meet its obligations in the above specified time frames, then the primary technical contacts from Camtiva and Client will collaborate to establish a mutually agreeable action plan to resolve the Error. If the primary technical contacts are unable to agree on an action plan within a reasonable period, the matter shall be escalated to appropriate management personnel. If Camtiva is requested by Client to investigate the cause of any alleged Error and such investigation reveals that the problem is not due to an inherent failure of the Services, then Camtiva may charge Client a reasonable fee for such investigation based on Camtiva’s then-prevailing consulting rates.

“Chronic Service Failure” shall mean an unresolved Critical Error lasting for a continuous period of thirty (30) days from the date Camtiva received notification thereof, together with all information necessary to address and remedy such Critical Error. In the event of a Chronic Service Failure, Client shall have the right to terminate Client’s subscription and receive a prorated refund for any prepaid, unused fees, subject to Client’s notification of a Chronic Service Failure within ten (10) days of the event giving rise to cancellation under this Section.

Client agrees that the remedies set forth in this document shall be Client’s sole and exclusive remedy in the event of a Chronic Service Failure. This provision shall survive any expiration, non-renewal or termination of this Agreement or any Service.