DEFINITIONS, PROCESSES AND PROCEDURES

1. DEFINITIONS

"Availability" means the number of minutes in a calendar quarter that Customer's Support Home Page or Intent Guide is available for normal business use by end users, expressed as a percentage of the total number of minutes in a quarter after subtracting the following from the total minutes: (i) minutes of outage during the quarter for maintenance performed by RightNow (up to a maximum of 20 hours per year) for which Customer received at least twenty four (24) hours advance notice; (ii) minutes of outage during upgrades; (iii) minutes of outage during any interruption caused by a failure of the Internet, the telephone or the power supply; and (iv) minutes of outage caused by force majeure. If an outage of Customer's Support Home Page or Intent Guide is caused by the same event, the minutes of outage of that event will not be counted twice when calculating Availability.

"Business Day" means the 24 hour period for each day of the week excluding Saturday and Sunday, with the Business Day for Monday commencing at 12:00AM Monday and the Business Day for Friday ending12:00AM Saturday. Customer may choose to start its Business Day in one of seven time zones that are supported by RightNow. Supported time zones are GMT, GMT (+1), GMT -5 (EST), GMT -6 (CST), GMT -7 (MST), GMT -8 (PST), GMT +9 (Tokyo), and GMT +11 (Sydney, Australia). All supported time zones will observe daylight savings time shifts as appropriate for the local area.

"Premium Care Account Specialist" (PCAS)" is a technically oriented project manager working in RightNow's Customer Care organization. The PCAS will provide accountability, internal customer advocacy, and customer focused management across departments in order to provide a holistic management structure for top accounts. The PCAS will be designated to support multiple accounts as a shared resource.

- PCAS' responsibilities limited to:
    - Proactively assess Customer impact of all delivery functions.
    - Monitor Incident traffic to ensure commitments are met and appropriate resources are dedicated to issues based on severity.
    - Coordinate cross-functional teams for unscheduled work.
    - Ensure on-time delivery of RightNow commitments to Customer.
- PCAS' roles limited to:
    - Customer Liaison
        - Personal relationship with Customer
        - Holds Customer accountable
        - Drives RCA process to make both organizations stronger
        - Proactively communicate software upgrades/updates and benefits with an appreciation for Customer's business environment.
    - Internal Voice of Customer
        - Holds RightNow accountable
        - Ensures smooth transition of delivery activities inside RightNow
        - Involved in / aware of change management
        - Queue Monitoring / Management
    - Escalation / event manager
        - Cross functional issue resolution
        - Single point of escalation internally and externally

"Email Support" allows the support contact to submit Incidents initially via the support page at crm.rightnow.com. Once submitted, further correspondence by the submitter on a given Incident may be conducted via email or via updates to the Incident via the support page at crm.rightnow.com. Incidents may not be initially submitted via email.

"Incident" means any request for technical assistance submitted to the RightNow Customer Care team. Technical assistance includes but is not limited to diagnosis of error messages, assistance with application crash or installation issues and application troubleshooting. Incidents that RightNow determines to be a result of a defect in the RightNow product or a hosting outage will be excluded from Customer's number of Incidents. Technical assistance excludes training, customizations, business requirements analysis, and configuration assistance (other than answering 'how to" questions related to configuration). RightNow Customer Care will route those requests to the appropriate RightNow resource.

"Intent Guide" means the Software application to enable organizations to engage with consumers online, to understand their intent and guide them to high value interactions.

"Service Level Credit" means an amount equal to 50% of the quarterly price paid by Customer for Preferred Customer Care (PREF-CCP) or Premier Customer Care (PREM-CCP).

"Service Level Credit Threshold" means a percentage Availability below which Service Level Credits are payable.

"Severity Level 1" means the production use of the solution has stopped, or application performance has been so severely impacted that work cannot reasonably continue. Examples of Severity Level 1 include:

- The end-user pages are inaccessible from the Internet
- All or the majority of agents are unable to access the administrative console for their job function
- A service channel (e.g. e-mail, voice, chat) is not functioning

♦ Access to core functionality within a console is so impaired that agents cannot work (e.g. Analytics does not work, Marketing campaigns cannot be launched, critical views not populating, all rules not functioning)

"Severity Level 2" means important product features are unavailable with no acceptable workaround. Production use of the solution is continuing; however, there is a serious impact on productivity or service levels. Examples of Severity Level 2 include:

♦ An integrated custom tab is failing, causing agents to access the integrated data from another application, thereby slowing down response time substantially
♦ One or a small percentage of agents are consistently unable to access the agent desktop
♦ An issue is causing properly constructed rules to fail causing agents to manually route incidents
♦ An issue is causing deflection rates to decrease substantially

"Severity Level 3" means important product features are unavailable but a workaround is available, or less significant product features are unavailable with no reasonable workaround. Work has a minor loss of operational functionality, or implementation resources. Examples of Severity Level 3 include:

♦ Agedatabase utility is behind causing some cached reports to display incomplete data sets
♦ ODBC Replication is behind
♦ A small percentage of agent workstations are experiencing periodic errors
♦ Bold tags are not rendered properly in answers

"Severity Level 4" means requests for information (how to), enhancements or documentation clarification regarding the product, but there is no impact on daily operation of the solution. The implementation or production use of the solution is continuing and there is no work being impeded at the time. Examples of Severity Level 4 include:

♦ An application message is misspelled
♦ A request for a new feature
♦ A single, non-reproducible application crash
♦ How to configure or set up features in the product

"**Support Home Page"** means the entry page on the end-user interface in RightNow Service that contains links leading to main functions.

2. PROCESSES AND PROCEDURES

Incident Handling: Incidents are assigned a severity level according to impact on Customer's business. The severity level definitions above are used to assess the situation and properly classify the issue for handling.

♦ If an Incident is submitted with a specific severity level and it does not meet the criteria for the severity level specified, RightNow will reclassify the Incident to the appropriate severity level and notify Customer.
♦ Once RightNow Technologies determines that the root cause of any outage or impact lies outside of RightNow's ability to control, the Incident will be considered solved or the severity will be reduced to a more appropriate level. Examples of root causes outside of RightNow's control:
  ✓ Location where the affected agents reside is unable to get to the Internet in general
  ✓ Redirect from Customer site to the custhelp.com domain is failing on the Customer's site
  ✓ A routing or Internet outage outside the infrastructure of RightNow's upstream providers
  ✓ Customer's network is not configured to allow proper execution of the solution -proxy servers, firewall, available bandwidth, packet shaping, etc (See Environmental Configuration Guide for requirements: http://crm.rightnow.com/app/answers/detail/a_id/2364/kw/configuration%20guide/p/%20/r_id/218805)

Hosting Availability Monitoring and Measurement:

♦ Availability is monitored on calendar quarters
♦ If previous quarter's Availability was below the Service Level Credit Threshold specified in Customer's support package, and Customer has purchased either the Preferred Customer Care Package (PREF-CCP) or Premier Customer Care Package (PREM-CCP), one Service Level Credit will be offered for that quarter.

Payment of Service Level Credits:

♦ If Customer is entitled to Service Level Credit for the previous quarter, Customer will be notified via an incident by the 15th day of the first month in the next quarter
♦ Customer can elect to apply credit against monies owed to RightNow for Hosting Services or receive a cash payment
♦ Credit will be issued to Customer within 30 days of receiving the incident notification
♦ Customer will be able to receive a maximum of one (1) Service Level Credit per quarter
♦ Service Level Credits are payable only (a) if Customer has purchased either the Preferred Customer Care Package (PREF-CCP) or Premier Customer Care Package (PREM-CCP); and (b) when Hosting Availability falls below the Service Level Credit Threshold. No Service Level Credits are payable in any other circumstance, including failure to meet Customer Care Service Level Objectives.

Upgrade and Test sites: It is a general principle that we do not accept Severity Level 1 for these types of non-production sites. Exceptions to this principle, which need to be explicitly stated during Incident submittal, include:

♦ If the issue found on the upgrade site is going to negatively impact or cause the cut over to fail or become a high severity issue in production

◆ If Customer has integrated test sites into their production environment to facilitate their business processes then the test sites need to be treated as production sites.

3. UPGRADE DELIVERABLE DEFINTIONS

Deliverable	Assumptions	Exclusions
Communication of major release changes	• The Technical Migration Manager (TMM) will direct the Customer to the Smart Conversion guide, Release Notes, Workstation / System Requirements	• Consultation, coaching or training around new features and functionality • Configuration of new features or functionality
General support of upgrade process questions via incident	• The customer can submit incidents to Customer Care and they will be routed to the TMM accordingly. • Examples of incidents would be: timeline, UAT, cutover, next steps, etc. • Incidents submitted as a result of the upgrade will count against the 12 allotted incidents per year for Customers with the Basic Customer Care Package.	• Phone Support is excluded for Basic and Self-Service customers. • Product related questions such as "how to configure a new feature".
Kick off meeting to outline important upgrade topics	• The TMM will present a kick off PowerPoint presentation to discuss the upgrade process and next steps.	
Management of pre and post cutover incidents to ensure proper routing to either Technical Migration Manager, Customer Care, or Upgrade Engineering	• Support package SLOs apply. Customers with the Basic Customer Care Package cannot exceed the 12 severity level 2, 3, and 4 incidents allowed per year. • Post-cutover incidents are to be submitted within 30 days after upgrade.	• Management of non-upgrade related issues. • Management of incidents submitted for up to 30 days post-cutover.
"Like for like" functionality migration and/or testing. This may include migrating customizations written by RightNow Professional Services from unmanaged to managed frameworks	• RightNow may choose not to migrate a customer to a managed framework. • If RightNow chooses to migrate customizations as part of the upgrade, RightNow will migrate customizations written only by RightNow Professional Services to obtain a 'like for like' functionality in the new version. • "Like for like" does not mean "exact" look and feel, but will have similar functionality. Look and feel migration may not have the same look and feel if moving from one end-user framework to another. • RightNow will build test cases for all customizations written by RightNow Professional Services and execute quality assurance around those test cases.	• Exact duplication of look and feel when moving from one framework to another. • Implementation or configuration of new features or functionality. • Core functionality testing. • Formal requirements or test plan documents. • Updates to managed framework customizations. • Customizations on unsupported platforms.
30-Day post-cutover support	• Upgrade-related incidents will be monitored by the TMM post cutover for 30 days. • Product related or customization related incidents qualify under this deliverable. • All support before, during and after the cutover will be provided remotely.	• Training, coaching, configuration type questions or issues.