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Service(s) Level Agreement (“SLA”) for Episerver Services

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1. Purpose and Scope

1.1 This Service Level Agreement (“SLA”)

...regulates the service level received by the customer (“Customer”) from Episerver for the ordered subscription (“Subscription”) as defined in Your Master Services Agreement (“MSA”) or Managed Master Service Agreement. Terms defined in the Agreement, including the Episerver End User Service Agreement (“EUSA”), which are capitalized terms, shall apply within this SLA.

1.2 Customer acknowledges

...that this SLA regulates the service level received by the Customer in respect to the Service(s) delivered through the Customer’s Subscription including hardware infrastructure, network infrastructure, Guest operating systems and baseline technologies needed to operate the Software Service(s).

1.3 Episerver SLA

...is built around processes and industry standards. This means that all Customers are supported in the same way and processes and clauses below cannot be customized or amended to fit a specific Customer’s unique requirements.

2. Supported Services

Episerver SLA support Services defined below. If an Episerver Service is not defined below it is not supported by this Service Level Agreement.

2.1 The Software Services supported by this Support Level Agreement are:

| Service | |
|--|-----------------------------|
| Episerver Digital Experience Cloud Service | Digital Marketing |
| | Commerce |
| Episerver Find Service | |
| Episerver Social Service | |
| Episerver Campaign Service | |
| Episerver Personalization Services | Episerver Perform |
| | Episerver Reach |
| | Episerver Personalized Find |
| Episerver Insight Service | |

2.2 The Managed Services supported by this Support Level Agreement are:

| Service | |
|----------------------------|-----------------|
| Episerver Managed Services | Everweb Hosting |
| | Ektron Hosting |

3. Definitions

| | Name | Definition |
|--|------|------------|
|--|------|------------|

| | | |
|-----|---------------------------------|--|
| 3.1 | Applicable Monthly Service Fees | Customer shall pay Episerver all fees stipulated and set forth in the Agreement. While Software Service(s) fees are expressed in monthly terms in Section 1 of MSA, billing, invoice and payments will be done on an annual and in advance basis. |
| 3.2 | Applicable Monthly Period | For a calendar month, the number of days that You are a subscriber of a Subscription during that month. |
| 3.3 | Availability | The availability metric set forth in MSA, MMSA or Order that Episerver agrees to meet in the delivery of the Service(s) |
| 3.4 | Business Day | Every day from Monday to Friday except 1) if Customer primary business is domiciled in the Americas - Public / Federal holidays in the United States of America, 2) if Customer primary business is domiciled in Europe, Africa or the Middle East – Public holidays in Sweden and Germany, or 3) if Customer primary business is domiciled in Asia-Pacific, including Australia and New Zealand – Public holidays in Australia. |
| 3.5 | Change | Any change to the infrastructure managed by Episerver, which has or may influence the Service(s) or on the infrastructure of Customer, its Affiliates, contractors, business partners or customers. |
| 3.6 | Customer | The party that consumes Services per agreement with Episerver. |
| 3.7 | Designee | Customer’s Affiliates’ employees, consultants, contractors or agents who are authorized to use the Service and have been supplied a user identification and password by Customer (or by Episerver at Customer’s request). |
| 3.8 | Exit Assistance Service | Those services described in the Exit Plan to be performed by Episerver for the purpose of migrating Customer owned data to Customer or to a successor service provider chosen by Customer upon the expiration of termination of this Agreement. |
| 3.9 | Exit Plan | The written plan agreed by the parties pursuant to Section 12 for provision of Exit Assistance Services by Episerver. |

| | | |
|------|--------------------|---|
| 3.10 | Incident | Any event which is not part of the standard operation of the Service(s) and which causes or may reasonably be expected to cause, an interruption to, or a reduction in the quality of, the Service(s). |
| 3.11 | Launch | Making the Service(s) fully available to its end-users through its Service(s) production environment. |
| 3.12 | Managed Service(s) | Means the proactive management of an Episerver software solution on behalf of Customer, for example Episerver Commerce or Episerver CMS. |
| 3.13 | MSA and MMSA | Master Service Agreement or Managed Master Service Agreement is the contract reached between Episerver and Customer, in which the parties agree to the terms that will govern future transactions or future agreements. The master agreement permits the parties to quickly negotiate future transactions or agreements, because they can rely on the terms of the master agreement, so that the same terms need not be repetitively negotiated, and to negotiate only the deal-specific terms. |
| 3.14 | Problem | Means the unknown root cause of one or more Incidents. |
| 3.15 | Service(s) | Means either the Software Service or Managed Service provided by Episerver. |
| 3.16 | Service Credit | Is the percentage of the Applicable Monthly Service Fees awarded to You following Episerver's claim approval. |
| 3.17 | Service Desk | Episerver Service Desk is the primary contact between the Customer and Episerver. The Service Desk handles all Incidents, Problems and Service Requests for all Customer Service(s). |
| 3.18 | Service Request | Is defined as industry standard tasks that periodically arise with Customer's use of the Service(s), which relate to an agreed lead time between Customer and Episerver ("Service Request"). Example of Service Requests include, but are not limited to, changes in Episerver Software Platform(s) configuration, deployment of new or edited code, and change of password. Service Requests are handled by Episerver Service Desk at the commencement of the Order(s). |

| | | |
|------|----------------------------------|---|
| 3.19 | Service Level Agreement (SLA) | Regulates the service level received by the customer (“Customer”) from Episerver for the ordered subscription (“Subscription”) as defined in Your Master Services Agreement (“MSA”) or Managed Master Service Agreement (MMSA). |
| 3.20 | Service Level Objective(s) (SLO) | SLOs defines Episerver targets that we strive to accomplish and they are based on industry standards and best practices. |
| 3.21 | Software Service(s) | Means the cloud-based software services provided by Episerver to Customer as defined in an Order as part of Customer’s Subscription, each subject to the applicable EUSA. |
| 3.22 | Subscription | Means all Software Service(s) specified in any Order(s) to be made available pursuant to the terms and conditions of this Agreement by Episerver to Customer during the term of this Agreement. |
| 3.23 | Third-Party Providers | Means those certain third-party providers that offer products and services related to the Software Service, including implementation, customization, and other consulting services related to Customer’s use of the Software Service and applications (both offline and online) that work in conjunction with the Software Service, such as by exchanging data with the Software Service or by offering additional functionality within the user interface of the Software Service through use of the Software Service’s application programming interface. For the avoidance of doubt, third-parties engaged by Episerver as subcontractors or otherwise for the performance of its obligations under this Agreement shall not be considered “Third-Party Providers” |
| 3.24 | Users | Customer’s and its Affiliates’ employees, consultants, contractors or agents who are authorized to use the Service and have been supplied a user identification and password by Customer (or by Episerver at Customer’s request). |
| 3.25 | Work-around | A method of avoiding an Incident or Problem, either from a temporary fix or from a technique that means that Customer and its Affiliates are not reliant on a particular aspect of the Service(s) that is known to have a problem. |

4. General SLA Terms

Episerver will make every reasonable effort to ensure maximum availability of the Service(s) allocated for the Customer.

4.1 Service Level (SLA Availability)

Unless otherwise stated in this SLA, these general terms shall apply:

- 4.1.1. Episerver is not responsible for the lacking availability that is due to a fault in the Customer's customizations of Episerver's Software or other excluded downtime in accordance with Sections 5.1.4, **5.3** and **5.4**.
- 4.1.2. Episerver has the right to turn-off or deny Launch of the Software Service(s) or interrupt the provision of the Software Service(s) if the Customer's components, customizations of Episerver Software's Service(s), software, products or equipment of a third party consciously or subconsciously, does not follow the Fair Use Policy. Service Credits in accordance with Section 6.1 will not be paid under such circumstances. Episerver strives to give notice as reasonable possible in such event described above.
 - 4.1.2.1. Exposing Episerver's IP net, system or other customers to risk, abnormally high load, Denial of Service (DOS) attacks, hacking or similar is not acceptable use.

4.2 The Customer's right

...to bring any claims due to a lack of availability is limited to that aforementioned in Section 4.1.

5. Service Level Metric

Episerver Service Level Metric for Subscription(s) is Availability. The agreed Availability on the Subscription applies to the Service(s).

Specific levels of Availability may be agreed on specific Subscriptions and may be defined in Order(s) or EUSA, as applicable.

Availability is calculated like this; Episerver take the number of minutes that a Service(s) was down (in a certain time frame), and divide this by the total number of minutes the Service(s)

were being monitored during that time frame. As a result, we get the downtime percentage, which is then being subtracted from 100% to get the uptime percentage.

5.1 Availability Calculation

Availability is calculated per Applicable Monthly Period according to the following formula:

UD (Unplanned Downtime)

Availability = 100% - _____

T (Launched time)

Example

Let's say Episerver monitored a Subscription with a Service running during a full calendar month consisting of 30 days and hence 720 hours (which translates to 43,200 minutes), and in that timeframe, the Service had unplanned downtime for 20 minutes. To define the uptime and unplanned downtime percentages, we perform the following calculation:

- Total number of minutes Customer's Subscription had unplanned downtime: 20 minutes.
- Total number of minutes Customer's Subscription was launched: 43,200.
We divide 20 by 43,200, which is 0.00046.
In percentages, this is 0.046%. This is the unplanned downtime percentage.
- The Availability percentage for this Subscription would be: 100% minus 0.046% = 99.954%.

5.1.1. Unplanned Downtime (UD)

Time in minutes the Service(s) are unavailable not counting exclusions defined in Section 4.1.4. Unplanned Downtime is calculated on a cumulative basis for the Applicable Monthly Period. For example; Four (4) unplanned downtime periods of Five (5) minutes each will be cumulated to Twenty (20) minutes for the Applicable Monthly Period.

5.1.2. Unplanned Downtime

Unplanned downtime is calculated from the point when either Episerver monitoring systems alert or the Customer informs Episerver that the Launched Service is unavailable has occurred to the point when the availability has been restored.

5.1.3. Launched time (T)

The number of minutes in the Applicable Monthly Period after a Service was Launched and before the Service was decommissioned, or Subscription was terminated.

5.1.4. Method of Measurement

The Service(s) are “checked” once every minute after a Service(s) is Launched. One (1) minute of Downtime will be recorded for each “check” that measures the Service as not being available.

5.1.5. Exclusions of Unplanned Downtime

Below defined components of Unplanned Downtime are excluded from the calculation of Availability for the Subscription.

| | | |
|---------|--|--|
| 5.1.5.1 | Custom code and configuration | Unplanned Downtime does not include lack of availability caused by customization of the Service(s) by the Customer and/or its Designee. |
| 5.1.5.2 | Emergency Downtime | Unplanned Downtime does not include Emergency Downtime of the Service(s). See Section 5.4 for details. |
| 5.1.5.3 | Lack of Assistance | Unplanned Downtime does not include time during which Episerver requires Customer’s or Designee’s assistance and Customer or Designee is either not available or not able to assist Episerver in solving the Incident(s) or Problem(s). |
| 5.1.5.4 | Not applying product patches | Unplanned Downtime does not include lack of availability caused by not applying product patches. Clause only applies to the following Services: <ul style="list-style-type: none"> - Digital Experience Cloud Service - Episerver Managed Service. |
| 5.1.5.5 | Scheduled Downtime | Unplanned Downtime does not include Scheduled Downtime of the Service(s). See Section 5.3 for details. |
| 5.1.5.6 | Third party products and services | Unplanned Downtime does not include lack of availability caused by third party products and services, except for third party products and services provided by Episerver defined in Section 6.1. |

5.2 Service Monitoring

Episerver monitors the availability of all Service(s) covered by the SLA, in case the Service(s) are unavailable the monitoring system sends an alert to the Service Desk. The Service Desk will act per the SLA between Episerver and the Customer. Monitoring is applied 24 hours per day from the time of Launch of the Service(s).

5.3 Scheduled Downtime

Downtime classified as Scheduled Downtime is subtracted from the agreed availability of the Subscription.

| | | |
|-------|----------------------------------|---|
| 5.3.1 | Episerver product patches | Such patches are applied based on schedule set by the Customer and/or its Designee. Clause only applies to the following Services: - Digital Experience Cloud Service - Episerver Managed Service. |
| 5.3.2 | Planned Maintenance | For larger maintenance work affecting the Service(s), Episerver will announce the scheduled downtime at least two (2) weeks in advance. Episerver strive to perform planned maintenance outside of normal business hours for the region where such maintenance is planned to take place. Region is defined in the Order information in MSA or MMSA. |
| 5.3.3 | Service deployments | Deployments requested by the Customer or Designee may cause the Service(s) to be unavailable for a brief period. |
| 5.3.4 | Change requests | Customer requested changes to the Subscription or Service(s), which require downtime of the Software Service(s). |

5.4 Emergency Downtime

In case of an emergency, Episerver claims the right to schedule Downtime without notice (Episerver strives to provide notice if deemed possible). An emergency is an extraordinary occurrence where Episerver is forced to shut down the Service(s) or degrade performance of the Service(s) due to the unacceptable use of the Service. Downtime classified as Emergency Downtime is subtracted from the agreed availability of the Subscription.

5.5 Notifications

Announcements of Scheduled Downtime, Emergency Downtime and general incidents affecting Episerver Services are made at Episerver Status Page that can be found at the [Episerver Services status page](#). The Customer can subscribe to information published on the Status Page. Notifications can be made available over Email or SMS among other options.

Note: It is the Customer that has responsibility for subscribing to notifications from the Status Page.

5.5.1 Customer specific notifications

...that refer to The Customer's specific solution can be made available over Phone, Email or SMS. Notifications are communicated to Customer Technical Contact defined in MSA unless otherwise agreed in writing.

6. Software Service Compensation

6.1 If availability falls below the Service SLA

The Customer has the right to obtain a Service Credit for the affected Subscription. The Service Credit shall correspond to ten (10) percent of the applicable monthly service fees for each interval of one (1) hour (calculated on a cumulative basis) that the effective availability falls below the SLA for the affected Subscription. For example, if there are thirty (30) days in the month, and the SLA is 99.9% (719h and 17 minutes out of 720 possible hours), should actual availability be only 719 hours and 16 minutes, the monthly fee will be reduced 10%. The Service Credit is limited to the actual month when the agreed availability level has fallen short. This Service Credit shall be Customer's sole remedy for interruption or delay in Service supplied by Episerver.

Based on 720h period the following applies for an SLA level of 99.9%. If customer have other level of SLA the same mathematics apply:

| Service credit level in % | Service level period in minutes |
|---------------------------|--|
| 0% | 720h down to 719h17m (43 minutes downtime) |
| 10% | 719h16m to 718h17m. (60m increment) |
| 20% | 718h16m to 717h17m. (60m increment) |
| 30% | 717h16m to 716h17m. (60m increment) |
| 40% | 716h16m to 715h17m. (60m increment) |

| | |
|------|--|
| 50% | 715h16m to 714h17m. (60m increment) |
| 60% | 714h16m to 713h17m. (60m increment) |
| 70% | 713h16m to 712h17m. (60m increment) |
| 80% | 712h16m to 711h17m. (60m increment) |
| 90% | 711h16m to 710h17m. (60m increment) |
| 100% | 710h16m and less uptime for a calendar month |

The total credit for the period can become up to 100% of the monthly fee for the service affected.

6.2 How to claim a Service credit

For the Customer to have the possibility to be awarded a Service Credit from Episerver the Customer must contact Episerver and make claim for such Service Credit. Due to the complexity of The Service and its included components and support systems, Episerver has no ability to create an automated system for notification of Service Credit Awards. All Service Credit claims must be submitted to support@episerver.com.

6.3 Service credit claim period

The Customer's claim for a Service Credit in accordance with Section 6 shall be made at the latest thirty (30) Days after the end of the period for which the reduction is sought. For example; If the Service Credit is sought for the period of July, the Customer's claim must be made available for Episerver latest August 30th.

6.4 Reimbursement

Service Credits awarded by Episerver to the Customer's will be made available in the following ways:

6.4.1 Primary solution

Service Credit is primarily made available as a credit on the next invoice to be paid by the Customer to Episerver.

6.4.2 Secondary solution

Service Credit is secondarily made available as a refund to be paid by Episerver to Customer. All payment details must be made available for Episerver at the same time as such claim is made by the Customer after confirmation that Service Credit has been awarded by Episerver to the Customer.

6.5 Production environments only

Service Credits only apply to Production environments provided with the Service. Non-Production environments are excluded from possible Service Credit award.

6.6 Sole remedy

Service Credits awarded by Episerver to the Customer are adjusted to apply to Applicable Monthly period. The Service Credit is limited to the actual month when the agreed availability level has fallen short. This Service Credit shall be Customer's sole remedy for interruption or delay in Service supplied by Episerver.

6.7 Reservation

Episerver reserves the right to deny any claim for Service Credit at any time if Customer has failed to pay any outstanding invoice to Episerver as and when it was due.

7. Episerver Service™ Requirements

7.1 Third-Party Providers

Customer Web Site(s) and/or Service(s) may require Third-Party Providers to provide certain infrastructure or components, and those may require You, as a user, to adhere to as well. The full list of possible Third-Party Providers can be found here – <http://www.episerver.com/legal/episerver-dxc-providers>.

7.2 Episerver EULA where applicable

Customer and its Affiliates may require Episerver development license(s) for Customer Web Site(s). Use of Episerver development license(s) requires Customer to accept and adhere to the Episerver EULA, which can be found here – <http://www.episerver.com/legal-agreements/legal/episerver-dxc-eula>. Episerver development license(s) and use thereof does not qualify for any support under this SLA.

8. IT Service Continuity Management

8.1 Backup copying and loss of data

Episerver takes the responsibility that backup copies of the data files and the databases included in the Service are made on a daily basis. Episerver takes the responsibility that such backup copies are saved with Episerver for thirty-five (35) days. Thereafter Episerver does not take any responsibility for the backup copied information.

8.1.1 Additional backup

If Episerver shall take responsibility for the backup copying of other data and/or to any other extent than that stated in the Service, such obligation shall be specifically agreed in writing between Episerver and the Customer.

8.1.2 Responsibility for loss or distortion of data

Over and above the responsibilities that Episerver has taken on in accordance with the Service and Section 4.1.1 of this SLA, Episerver does not take any responsibility for any loss or distortion of information/data.

8.1.3 Uploaded files

Files uploaded to the applicable Software Service are not backed up as a part of this process. The underlying Blob Storage is disaster resilient as it is replicated both within the primary data center and to a geo-redundant location.

8.1.3.1 Restoration of a deleted file

Due to the nature of Episerver Digital Experience Cloud Service, if a file has been intentionally or unintentionally deleted from the Primary blob storage it will be deleted in near real time from the replicated locations also. Only way to restore a deleted file is to restore it from the Content Management System's internal recycle bin if the CMS has been correctly configured by the Customer or Customer Designee.

8.2 Disaster Recovery

In the event of a Service outage within a data center, Episerver will work to restore the Service based on a service request. When Customer opens a "restore"-ticket with the Service desk, the Service is restored to the most recent backup where applicable.

Episerver will first look to restore the Service within the primary data center. If the data center is permanently unavailable, the paired data center will be utilized.

8.3 Recovery Point Objective (RPO)

8.3.1 Digital Experience Cloud Service

For Episerver Digital Experience Cloud Service, RPO is ten (10) minutes for content.

8.3.1.1 All other Episerver Services

For all other Episerver Services, RPO is twenty-four (24) hours.

8.4 Recovery Time Objective (RTO)

See Section 10 for service level objectives.

9. Service Desk Contact details

Episerver Service Desk is the primary contact between the Customer and Episerver. The Service Desk handles all Incidents, Problems and service requests for all Customer Service(s).

Service Desk Contact Information –

E-Mail: support@episerver.com

Web: <https://support.episerver.com/>

Phone (AUS): +61 280 363 161

Phone (SWE): +46 8-555 827 50

Phone (UK): +44 (0) 800 066 4784 (Toll free)

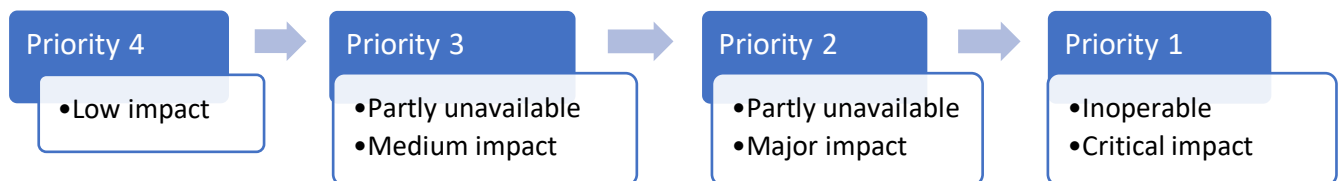
Phone (US): +1-888-726-8127 or +1-877-383-0885 (Toll free)

10. Episerver Support Service Level Objectives

Episerver Support work with Service Level Objectives. These SLOs defines Episerver targets that we strive to accomplish and they are based on Industry Standards and Best Practices.

10.1 Incident Management

When an incident is reported to the Service Desk it is always categorized and prioritized. The Service Desk uses four levels of prioritization:



When Customer or its Designee report an Incident, they have the option to categorize the Incident as P1 to P4 but if Episerver finds that this classification does not follow industry standard Episerver has the option to re-categorize the Incident and will apply prioritization based in this categorization.

10.1.1 Priority 1 Incident (P1)

Customer Service(s) is inoperable

| Support Hours of Operations | Target Initial Response Time | Target Resolution Time | Reason for Outage (RFO) Time |
|-----------------------------|------------------------------|------------------------|------------------------------|
| 24 Hours / 7 Days | Within 30 Minutes | 2 Hours | 5 business days. |

Note: RFO Report will only be supplied (upon request) if the defined SLA level is expected to be breached or has already been breached.

Critical production issue that severely impacts Customer’s use of the Service. The situation halts business operations and no procedural workaround exists.

- Service is down or inoperable.
- Security incident requiring site blockage or stoppage to contain a potential or suspected threat.

Priority 1 issues require the Customer and / or Customer Designee to have dedicated resources available to work on the issue on an ongoing basis with Episerver.

10.1.2 Priority 2 Incident (P2)

Customer Service(s) with major functionality severely impaired.

- Service can continue in a restricted fashion, although long-term productivity might be adversely affected.
- A major milestone is at risk. Ongoing and incremental installations are affected.
- A temporary workaround is available.

| Support Hours of Operations | Target Initial Response Time | Target Resolution Time | Reason for Outage (RFO) Time |
|-----------------------------|------------------------------|------------------------|------------------------------|
| 24 Hours / 7 Days | Within 1 Hour | 4 Hours | Not available |

Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of business operations and no reasonable workaround exists.

- Service is operational but highly degraded performance to the point of major impact on usage.



- Important features of Service offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

10.1.3 Priority 3 Incident (P3)

Customer Service(s) has partial, non-critical loss of functionality of the software.

- Impaired operations of some components, but allows the user to continue using the Service.
- Initial installation milestones are at minimal risk.

| Support Hours of Operations | Target Initial Response Time | Target Resolution Time | Reason for Outage (RFO) Time |
|-----------------------------|------------------------------|------------------------|------------------------------|
| 24 Hours / Business Days | Within 4 Hours | Next business day | Not available |

There is a partial, non-critical loss of use of the service with a medium-to-low impact on business, but business continues to function. Short-term workaround is available, but not scalable.

10.1.4 Priority 4 Incident (P4)

General technical inquiries about the Service(s). Cosmetic issues, including errors in the documentation.

| Support Hours of Operations | Target Initial Response Time | Target Resolution Time | Reason for Outage (RFO) time |
|-----------------------------|------------------------------|---------------------------|------------------------------|
| 24 Hours / Business Days | Within 24 Hours | Within five business days | Not available |

Customer Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available.

10.2 Problem Management

If recurring Incidents indicate a Problem and the Problem is related to the Service(s) provided by Episerver, The Service Desk will engage in Problem management to find the root cause. In case the root cause is unknown, the Service Desk will work together with the Customer and/or Customer Designee to find the root cause. The Severity and Urgency Levels are connected to its counterparts in Incident Management described above.

10.3 Service Request

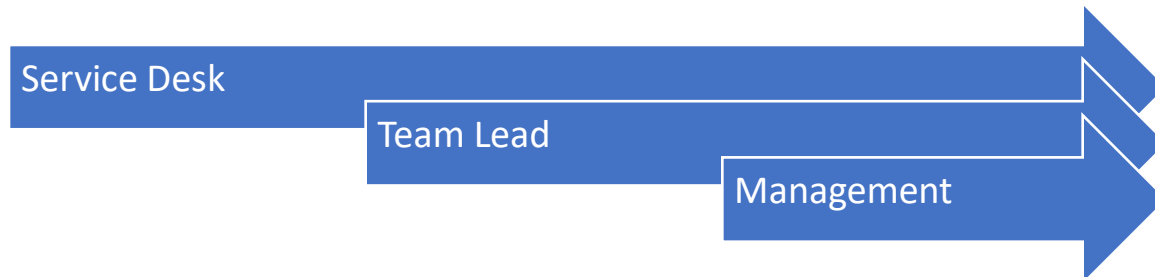
Customer has service questions or has an operational request (e.g. password reset or new deployment).

| Support Hours of Operations | Target Initial Response Time | Target Resolution Time | Reason for Outage (RFO) time |
|-----------------------------|------------------------------|--|------------------------------|
| Business Days | Within next Business Day | 2 business days or as otherwise agreed with customer | N/A |

11. Escalation Process

Episerver use a standardized escalation procedure, as shown below. Episerver shall have an objective that all Incidents and/or Problems are handled by Episerver support operations, but shall make further escalation available. Escalation is always based on the Customer's perception of the state of the Customer Service(s).

All escalations must follow Episerver Services standard operating procedures.



Team Lead Contact Information

- E-Mail: MSTeamLead@Episerver.com
- Phone (AU): +61 (0)2 8014 8484
- Phone (SWE): +46 (0)8 555 827 50
- Phone (US): +1(323) 988-1071

Management Contact Information

- E-Mail: MSManagement@Episerver.com
- Phone (AU): +61 (0)2 8014 8484
- Phone (SWE): +46 (0)8 555 827 50
- Phone (US): +1(323) 988-1071

12. Customer Exit Assistance Service

12.1 Exit Assistance

Upon expiration or termination of their Agreement, Episerver shall offer the following services to the Customer provided that the Customer has, at that time, paid all fees and charges outstanding and all fees and charges resulting from the termination of their Agreement (whether or not due at the date of termination).

12.2 Exit Plan

Episerver shall reasonably assist the Customer with the transfer of the Customer owned data to another services provider or to the Customer itself. These Services will be provided under an Exit Plan to be drawn up and agreed between the parties ("Customer Exit Assistance Services"). If a formal Exit Plan is not agreed between the parties for any reason then the following provisions shall apply and shall form part of the Customer Exit Assistance Services in any event:

Episerver will assist in the transfer of the Customer data to either the Customer's own premises or to a Designee nominated by the Customer and give the Customer and/or a Designee nominated by the Customer such help as is set forth below to enable such transfer to take place.

| | | |
|--------|------------------------------------|--|
| 12.2.1 | Providing information | providing information to the Customer detailing the Customer's current usage and storage allocation to enable discussions with potential alternative vendor; |
| 12.2.2 | Act as sounding board | discuss with the Customer the information required by the Customer's potential alternative vendor required to perform a technical verification and other due diligence exercise in relation to the provision of the; |
| 12.2.3 | Technical problems during transfer | assistance from the Episerver's Service Desk as may be reasonably necessary to resolve technical problems during the transfer of the Customer data; |
| 12.2.4 | Attendance relevant resources | ensuring the attendance of relevant personnel at meetings as may reasonably be required; |
| 12.2.5 | Data export format | Episerver will provide data export as is; data will be exported in the same format as it has been used within Episerver Software Service.; and |
| 12.2.6 | FTP storage location | Episerver will primarily provide FTP storage location to act as the download location for the Customer, to access and download Customer owned data. |

12.3 Charges for Customer Exit Assistance Service

| | | |
|--------|-------------------|--|
| 12.3.1 | Charges | The Customer shall pay Episerver at its then current time and materials rates for any such Customer Exit Assistance Service including the definition of the Exit Plan in addition to any other fees payable under their Agreement. |
| 12.3.2 | Obligation | Episerver is not obliged to provide Customer Exit Assistance Service if the Agreement has been terminated by the Episerver for non-payment of fees or other breach of contract by the Customer. |
| 12.3.3 | Surrounding costs | The Customer shall be responsible for the cost of any packaging, shipping, insurances, media or network services related to the transfer of any items from Episerver to the Customer. |
| 12.3.4 | Other fees agreed | The Customer shall continue to pay Episerver for all fees incurred in relation to the on-going provision of the Episerver Services through the effective date of expiration or termination; provided, however, that such payment shall not affect any other rights and remedies the Episerver may have under this Agreement. |