

Product Support Terms and Service Levels

The terms on this page are subject to Our Terms of Use and a part of the Agreement between You and Us.

1. Definitions

Business Hour: means each hour during a Business Day.

Business Day: means 9:00 a.m. and 5:00 p.m. Central Time Zone, Monday through Friday, excluding federal, state and local public holidays.

Error: means any Severity Level 1 error, Severity Level 2 error, Severity Level 3 error each as defined in the Error Severity Definition Table below.

Non-Business Hours/Escalation Path for System Outages: means system outage to be addressed by Salesforce or or 3rd Party PIM/PXM Software provider.

“We,” “Us” or “Our”: means Pimly Inc., a Delaware corporation.

“You” or “Your”: means the entity that has purchased the Service and Product Support from Us.

2. Product Support Procedures

2.1 Pimly Access. For Us to perform Product Support, You must grant login access to (1) license with full System Administrator privileges to Customer’s Salesforce environment where Pimly is installed, and, if applicable, one (1) System Administrator license to Customer’s Third Party PIM/PXM Application.

2.2 Authorized Contacts. You may identify up to 3 authorized personnel (the “**Authorized Contacts**”), including a “**Primary Contact**,” for the purposes of requesting Product Support. You may change these Authorized Contacts by providing Us written notice of the change. We shall direct all official communications to the Primary Contact.

2.3 Support Requests. Authorized Contacts may request Product Support (“**Support Request**”) during Business Hours, excluding Our holidays specified below. A Support Request may be made by contacting Us by telephone or email. You are not to contact Salesforce to make requests regarding Our Service.

2.4 Required Information. Prior to making a Support Request, You must gather information in sufficient detail to permit Us to take appropriate action. Based upon the severity, however, We may choose to begin investigation before a complete notification is received.

2.5 Additional Support. If You request support that is not covered under Product Support, We will notify You, and You must provide Your consent before any such support is provided. This additional support will be provided on an hourly time-and-material basis and will be provided in 1 hour minimum increments. You will be invoiced monthly for the additional support at our standard hourly rates.

2.5 Support Limitations. Our obligations to provide Product Support under this Agreement apply to Your Authorized Contacts only. We have no obligation to provide any Product Support to Your customers, agents, or vendors. You acknowledge that We do not provide help desk or similar services to Your end users. We are not obligated to provide any on-site services.

2.6 Our Holidays. We do not provide Product Support on Our company holidays, which are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day. If any of these holidays fall on a Saturday, the Saturday and the Friday before will be considered holidays. If any of these holidays fall on a Sunday, the Sunday and the Monday after will be considered holidays.

3. Severity Levels

Severity Level	Description	Business Hours Response Time	Non-Business Hours Response Time
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1	<p>Production system outage</p> <p>Product in production environment is unusable and is severely impacting critical business functions, and no workaround is available.</p>	<ul style="list-style-type: none"> Less than 2 Business Hours 	<ul style="list-style-type: none"> Contact Customer's 3rd party PIM provider (if applicable) Pimly will respond within 2nd hour of next business day schedule.
2	<p>Key Functionality Impaired</p> <p>No Workaround: The reported issue affects key functionality and/or causes some performance degradation, and no workaround is available. Other product features are still functional.</p>	<ul style="list-style-type: none"> Less than 4 Business Hours 	<ul style="list-style-type: none"> Pimly will respond within the first 4 hours of next business day schedule.
3	<p>Moderate Impact with Workaround</p> <p>Issue has moderate or minor impact on usage, and product remains functional. This category may include common how-to questions, and any product issues with a viable workaround.</p>	<ul style="list-style-type: none"> Less than 8 Business Hours 	<ul style="list-style-type: none"> Pimly will respond within the first 8 hours of next business day schedule.

4. Service levels

During the applicable subscription period, We shall provide You with Service Levels consisting of the following: (i) online, email, or telephone support regarding use of the Software; You must be able to access to a secure Support Portal.

5. Error Designation

Our support personnel will: (a) verify Errors You have detected, provided that the Errors can be recreated within Your environment; (b) verify the severity of the support request and whether the support request is a Severity Level 1 Error, a Severity Level 2 Error, or a Severity Level 3 Error.

6. Error Response

Upon receipt of notice of an Error, We shall assign appropriate technical personnel to the issue and provide You with acknowledgment that We have received such Error notice (such actions together, a “**Response**”). We shall provide a Response to each incident within the time frames mentioned above. We shall use commercially reasonable efforts to promptly resolve each incident. Actual resolution time will depend on the nature of the incident and the resolution. A resolution may consist of a fix, workaround or other solution in Our reasonable determination.