Service Level Agreement

This agreement, between TextGears OÜ, located at Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Tornimäe tn 5, 10145, and the individual or non-individual legal entity agreeing to the terms herein, creates certain rights and responsibilities. If you execute this agreement on behalf of a non-individual legal entity such as a company, you claim the authority to bind such legal entity to the terms of this Agreement. By executing this Agreement, whether by signature, or by any other legally recognized method, you represent and warrant that you have read and understood it, you have the authority to bind your company or organization to its terms and conditions and you agree to its terms.

1.   DEFINITIONS

"Agreement" – this Service Level agreement.

"Corrections" – any corrections, changes, or workarounds we may provide you for any defects, errors, or malfunctions in our Software Product or systems.

"Documentation" – our online user guides, documentation, and help and training materials.
"Edition" – the specific package of the Textgears product licensed, which determines the available license types and features.

"Force Majeure" – events beyond our control, such as an act of God or act of government, including but not limited to flood, fire, earthquake, civil unrest, act of terror, provider strike or other labor problem, internet service provider failure or delay, or denial of service attack.

"Unavailable" and "Unavailability" mean, for app services, when your service or database is not running or not reachable due to Textgears fault.

"API Service" - the hosting infrastructure, access and services related to the online delivery of the Software Product, or any part thereof.

"Software Product" - any computer programs, applications or scripts created by us and used or accessed by you, directly or indirectly, including all functionality described in the Documentation, or any part thereof.

"Malevolent Code" – code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Other Applications" - any on or offline software application created or provided by you or any party other than Textgears, that interoperates with our Software Product or Hosted Service.

"Quote" – the ordering documents specifying the pricing terms for the Software Product, API Service, and Support Service and other services as applicable provided by us to you, including any addenda and supplements thereto.

"Support" - the support services provided to all API Service customers.

"User" – an individual authorized to use our API Service, Software Product or Support Service.

"We," "we," "Us," "us," "Our," or "our" – TextGears OÜ.

"You," "you," "Your," or "your" – the company or other legal entity represented by the person executing the Agreement, as well as affiliates of that company or entity.

"Your Data" – any electronic data or information supplied by or for you and not part of our Software Product or API Service, that is submitted, collected, processed or managed by or for you in conjunction with your use of the API Service, Software Product, or support.

"Notice Us by email" – send a notice to email support@corp.textgears.com.

2. OUR OBLIGATIONS

2.1. API Service.
We will make the API Service available to you pursuant to this Agreement, at the rates set out in the applicable Quote. As part of the API Service, we will take all reasonable measures to keep uptime at or above 99.9% (ninety-nine and nine tenths percent). If, due to our error, our hosted servers are down more than .1% (one tenth of one percent) in a given month, you will be entitled to receive a 90% (ninety percent) credit for that month. If, due to our error, our hosted servers are down more than .5% (one half of one percent) in a given month, you will be entitled to receive a 150% (one hundred percent) credit for that month. In no event will you be entitled to a refund for downtime caused by regular maintenance, or a Force Majeure.

2.2. Technical Support.
We will provide our Support to you at no additional charge. As part of the Support, we will:

a) Our Support covers support on standard functionality and API Service. It does not include the provision of customization advice or consulting services. Neither does it cover problems caused by your system administrator, such as your accidental or inadvertent destruction of your own data, or a Force Majeure.

b) Further details of our Support are incorporated and attached as Exhibit A.

2.3. Consulting Services.
We will provide Consulting Services as specified in an applicable Quote.

2.4. Protection of Your Data.
We will take organizational, physical, and technical precautions to protect the security of Your Data, as described in the Documentation. Those precautions will include measures for preventing access, use, modification or disclosure of Your Data by our employees and contractors except (a) to prevent technical problems, (b) as compelled by law in accordance with §7.4 (Compelled Disclosure) below, or (c) as you expressly permit in writing.

3. RESTRICTIONS ON USE

3.1 Usage Limits.
Our API Service is subject to usage limits, including those based on the plan. If you exceed a contractual usage limit, you agree to pay for the additional necessary resources or services promptly upon our

providing you with a new Quote, and/or pay any invoice for excess usage in accordance with §5.2 (Invoicing and Payment).

3.2 Usage Control.

You will be responsible for user compliance with this Agreement. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of our API Service or Software Product, and to notify us promptly of any such unauthorized access or use. You agree to use our API Service and Software Product only in accordance with the Quote, the Documentation and applicable laws and government regulations. It is your responsibility to comply with any terms of service for Other Applications which you use in conjunction with our API Service or Software Product.

3.3 Usage Restrictions.

You can:

(a) make any API Service or Software Product available to, or use any API Service or Software Product for the benefit of you and your users.

(b) sell, resell or distribute the API Service or Software Product.

You will not:

(a) license, sublicense, rent or lease the API Service or Software Product.

(b) use the API Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights, to store or transmit Malevolent Code, to interfere with or disrupt the integrity or performance of any API Service or data not belonging to you, or attempt to gain unauthorized access to any API Service or Software Product or its related systems or networks.

(c) copy the API Service or any part thereof, including a feature, function or user interface, except as permitted in writing by us.

(d) frame or mirror any part of any our API Service or Software Product, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation.

(e) access any API Service or Software Product in order to reverse engineer any API Service, or Software Product (to the extent such restriction is permitted by law).

3.4 External-Facing API Service Behavior.

You and your Users are solely responsible for complying with applicable law in any use of cookies or other tracking technologies, as well as the U.S. Digital Millennium Copyright Act. In addition, if You or your Users engage in any of the following activities, you may be deemed in material breach of this Agreement:

a) You may not use, or allow anyone else to use the API Service to: generate or facilitate unsolicited commercial email (spam). Spam activity includes, but is not limited to: sending email in violation of the U.S. CAN-SPAM Act or any other applicable anti-spam law; imitating or impersonating another person or email address, creating false accounts for the purpose of sending spam; mining or harvesting any web property (including any data not belonging to you) to find email addresses or other user account information; sending unauthorized mail via open, third-party servers; and sending email to users who have requested removal from a mailing list.

b) You may not use, or allow anyone else to use, the API to access any other service or website, directly or indirectly, in a manner that violates the terms for use of or access to such service or website.

3.5 Export Compliance.

Our API Service, Software Product, other technology we make available to you, and any derivatives thereof, may be subject to export laws and regulations of Estonia and other jurisdictions. TextGears represents that it is not named on any U.S. government deniedparty list.

4. OTHER APPLICATIONS

4.1 Acquisition of Other Applications and API Service.

Any rights or obligations associated with the acquisition by you of other applications, products or services, and any exchange of data between you and any third party provider, are held between you and that provider. We do not warrant or support Other Applications.

4.2 Other Applications and Software Product.

If you install or enable any Other Application for use with our Software Product, you may be required to grant permission to the provider of that Other Application to access Software Product as required for the interoperation of that Other Application with the Software Product. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by any Other Application.

4.3 Integration with Other Applications.

The API Service or Software Product may contain features designed to interoperate with Other Applications. To use such features, you may be required to obtain access to Other Applications from their providers, and may be required to grant us access to your account(s) for the Other Applications. If the provider of the Other Application ceases to make the Other Application available for interoperation with the corresponding API Service or Software Product on reasonable terms, or changes the API in a manner which breaks the integration with the Software Product or API Service, you will not be entitled to any refund, credit, or other compensation.

5. FEES AND PAYMENT

5.1 Fees.

You agree to pay all fees as set out in the applicable Quote Except as otherwise stated herein, you agree that fee payment obligations are non-cancelable and fees paid are non-refundable. You understand that licenses and services purchased can be increased at any time but cannot be decreased until the end of the applicable term.

5.2 Invoicing and Payment.

You will provide us with a valid purchase order or alternative payment authorization documents acceptable to us. We accept credit card and PayPal payments. If you opt for credit card payment, you authorize us to charge such card for our API Service and Software Product as set out in the Quote for the initial term and any authorized renewal term(s) as described in §11.2 (Renewals) and §11.4 (Termination). All payments will not be subject to any extra service fees. We will invoice you in accordance with the relevant Quote.

5.3 Payment Due Dates.

Unless otherwise stated in the Quote, invoiced charges are due 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

5.4 Overdue Charges.

If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.5 Suspension of Service and Acceleration.

If any amount owed by you for our API Service is 7 (seven) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend our API Service to you until such amounts are paid in full. We will give you at least 7 days' prior notice that your account is overdue, in accordance with §12.1 (Manner of Giving Notice), before suspending API Service to you.

5.6 Payment Disputes.

We will not exercise our rights under §5.4 (Overdue Charges) or §5.5 (Suspension of Service and Acceleration) above if you are disputing the relevant charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.7 Taxes.

You are responsible for paying any required taxes not invoiced by us for any purchase under this Agreement.

5.8 Prospective Functionality.

You acknowledge that your purchase of our Hosted Service or Software Product is not contingent on the delivery of any prospective functionality or features, or dependent on any oral or written comments made by us regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSE GRANTS

6.1 Reservation of Rights.

Our API Service and Software Product is protected by domestic and international intellectual property laws and treaties, including copyright laws. Whether you have paid for your licenses or not, you may only access and use our API Service or Software Product in accordance with this Agreement. Subject to the limited rights expressly granted hereunder, we reserve all of our right, title and interest in and to the API Service and Software Product, including all of our related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

6.2 License by us to use our Software Product.

We grant to you a limited, non sublicensable, non-transferable licenses, to use our API Service or Software Product pursuant to the applicable Quote, subject to that Quote and this Agreement.

6.3 License by you to use your Feedback.

Subject to the restrictions on Confidential Data, you grant to us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the API Service any suggestion, enhancement request, recommendation, or other feedback provided by you or your Users relating to the operation of the API Service.

7. CONFIDENTIALITY

7.1 Definition.

"Confidential Information" is all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, either expressly designated as confidential or that

should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, business information or ideas, trade secrets, proprietary data, personnel data, suppliers, procedures, cost of merchandise, sales data, price lists, financial information, business plans, prospect names, business opportunities, confidential business reports, customer lists, data or contracts, computer software usage, technical reports on products and services, product data or specifications, technical know-how, formulae, diagrams, flow charts, drawings, source code, object code, program listings, test results, processes, inventions, research projects or product development.

7.2 Exceptions.
Confidential Information will remain the exclusive property of the Disclosing Party, unless and until the Receiving Party can prove that it:
(a) became publicly known through no fault of the Receiving Party,
(b) was properly and lawfully known to Receiving Party, without restriction, prior to disclosure by the Disclosing Party,
(c) became properly and lawfully available to Receiving Party through a third party,
(d) was independently developed by Receiving Party.

7.3 Standard of Protection.
Receiving Party will hold in confidence and not disclose Confidential Information to anyone, except as necessary to carry out the terms of this Agreement, or as authorized by the Disclosing Party in writing, and agrees to limit access to Confidential Information of the Disclosing Party to employees and contractors of the Receiving Party who have signed confidentiality agreements containing protections no less stringent than those herein.

7.4 Compelled Disclosure.
If Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, Receiving Party agrees to give Disclosing Party prompt notice of the compelled disclosure. Receiving Party further agrees to give reasonable assistance to Disclosing Party, to the extent legally permitted, and at Disclosing Party's cost, in any contest by Disclosing Party to the compelled disclosure.

8. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations.
Each party represents that it has entered into this Agreement in good faith and has the legal power to do so.

8.2 Unconditional Satisfaction Guarantee.
We offer a 30 (thirty) day, full money-back guarantee on our API Service, Software Product and Textgears implementation services. If you are not absolutely delighted, you may cancel the API Service for any reason within 30 days of your initial purchase order. Unless specifically excluded in the Quote, this guarantee covers the software and all consulting services directly related to the Textgears implementation. If you request services that are not directly related to Textgears, such as checking your text corpora, these may not be included in the guarantee; however, any such exceptions will be spelled out in the Quote. To cancel the order and receive a complete refund of any fees paid, please notify us per §12.1.

8.3 Limited Warranties.

We warrant that we will not materially decrease the overall security of the API Service during the applicable term; that the API Service will perform materially in accordance with the applicable Documentation, that, subject to §4.3 (Integration with Other Applications), we will not materially decrease the functionality of the API Service during the current term, and that the API Service and Software Product will not introduce Malevolent Code into your systems. For any breach of the warranties described in this subsection, your exclusive remedies are those described in §11.4 (Termination) and §11.5 (Refund or Payment upon Termination).

8.4 Mutual Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, OUR API SERVICE AND SOFTWARE PRODUCT, ANY THIRD PARTY SOFTWARE, OR HOSTED SERVICE ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER OR NOT EXPRESS, IMPLIED, STATUTORY NOR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SOFTWARE OR HOSTING PROVIDERS. WE MAKE NO REPRESENTATION AND WARRANTY WHATSOEVER WITH REPECT TO THIRD PARTY SOFTWARE INCORPORATED INTO THE API SERVICE OR THE SOFWARE PRODUCT

9.MUTUAL INDEMNIFICATION

9.1 Our Indemnification of You.

Subject to the limitations set forth above in Paragraph 8, we will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that your use of our Software Product or API Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of such a claim against you, or for amounts paid by you under a settlement approved by Us in writing of such a claim, provided you (a) promptly give us written notice of such a claim, (b) give us sole control of the defense and settlement of such a claim, except that we may not choose to settle any such claim unless it unconditionally releases you of all liability, and (c) give us all reasonable assistance, at our expense. If we receive information about an infringement or misappropriation claim related to our Software Product or API Service, we may choose, in our discretion and at no cost to you, to (a) modify our Software Product or API Service so that it no longer infringes or misappropriates, without breaching our warranties under §8.3 (Limited Warranties), (b) obtain a license to allow for your continued use of our Software Product or Hosted Service in accordance with this Agreement, or (c) terminate your use of our Software Product or APU Service upon 30 (thirty) days' written notice and refund you any prepaid fees covering the remainder of the term. The above defense and indemnification obligations do not apply to the extent a claim against you arises from alleged infringement or misappropriation in any Other Application or your breach of this Agreement.

9.2 Your Indemnification of Us.

You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that your use of our API Service or Software Product in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of such a claim, or for any amounts paid by us under a settlement approved by You in writing, of such a claim

against us, provided we (a) promptly give you written notice of such a claim against us, (b) give you sole control of the defense and settlement of such a claim against us, except that you may not settle any such claim against us unless it unconditionally releases us of all liability, and (c) give you all reasonable assistance in the defense of such a claim against us, at your expense.

9.3 Exclusive Remedy.

This §9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this §9.

10. MUTUAL LIMITATION OF LIABILITY

10.1 Limitation of Liability.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU UNDER THIS AGREEMENT, INCLUDING ANY RENEWAL, PREDECESSOR OR SUCCESSOR AGREEMENTS, FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE 13 ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR HOSTED SERVICE).

10.2. Exclusion of Consequential and Related Damages.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR INDIRECT, SPECIAL, INCIDENTAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. RENEWALS AND TERMINATION

11.1 Term of Agreement.

This Agreement commences on the date you first accept it and continues for one year, or as otherwise set forth in the Quote, unless terminated.

11.2 Renewal.

We will send you an invoice for renewal at least 30 (thirty) days in advance of the expiration date of this Agreement, at the then-prevailing price for services then being provided to you unless We provide our intent to not renew the Agreement, such notice to be at least 30 (thirty) days prior to the expiration date. The Agreement will renew for another term of the same length upon your payment of the renewal invoice. If your payment is late, the Agreement will be renewed retroactively as of the date of expiration and all of its provisions shall be deemed to have been in effect continuously since that time. Service prices will be the same as that of the immediately prior term unless we notify you by email or in writing of a price increase, which we will do at least 30 (thirty) days before expiration. Such price increases will

not exceed 20% (twenty percent) per year since the last price increase or start of service, whichever is later, unless the previous pricing was designated as special or one-time pricing.

11.3 Increases and Decreases.

You may purchase additional services at any time, and the additional costs associated with these purchases will be based on current pricing, pro-rated to the end of your current contract term. Decreases in service must be made at the end of your current term, and any renewal for a decrease will be based on current pricing.

11.4 Termination.

A party may terminate this Agreement for cause (a) upon 30 (thirty) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a bankruptcy petition or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (c) by Customer as a result of selecting the thirty (30) day satisfaction guarantee, as described in §8.2.

11.5 Refund or Payment upon Termination.

If this Agreement is terminated by you in accordance with §11.4 (Termination), we will refund you any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by us in accordance with §11.4, you will pay any unpaid fees for service up through the termination date. Unless you are entitled to a complete refund under the Money Back Satisfaction Guarantee as described in §8.2, termination will not relieve you of your obligation to pay any fees due us for the period prior to the effective date of termination.

11.6 Data Portability and Deletion.

Your complete Data may be exported by you at any time while this Agreement is in effect. You can send us a request or notice Us by email. Upon request by you made within 30 (thirty) days after the effective date of termination or expiration of this Agreement, we will make Your Data available to you for export or download as provided in the Documentation. After that 30-day period, we will have no obligation to maintain or provide Your Data, and will delete or destroy all copies of Your Data in our systems or otherwise in our possession or control as provided in the Documentation, unless prohibited by applicable law from doing so.

11.7 Surviving Provisions.

The sections titled "Fees and Payment" "Proprietary Rights and Licenses," "Confidentiality," "Warranties, Exclusive Remedies and Disclaimers," "Mutual Indemnification," "Mutual Limitation of Liability," "Renewals and Termination," "Data Portability and Deletion," "Governing Law and Exclusive Jurisdiction," and "General Provisions" will survive any termination or expiration of this Agreement.

12. GOVERNING LAW AND EXCLUSIVE JURISDICTION

12.1 Manner of Giving Notice.

All notices, permissions and approvals given under this Agreement shall be in writing and shall be deemed to have been provided upon:
(a) personal delivery, or
(b) the second business day after first class mailing, or
(c) one day after receipt of an email sent to the email address of notice, or
(d) two weeks after international express mailing.

All notices to us shall be addressed to Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Tornimäe tn 5, 10145 or support@corp.textgears.com . Billing-related notices to you shall be addressed to the relevant billing contact or email address designated by you. All other notices to you shall be addressed to the API Service system administrator designated by you.

12.2 Consent to Governing Law and Exclusive Jurisdiction.

Each party agrees to the applicable governing law of the following jurisdictions, without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of their courts as follows:

a) Each Party agrees to participate, in good faith, in informal and confidential dispute resolution prior to bringing any claim against the other in a court of competent jurisdiction.

b) If you are located in the Russian Federation, or anywhere not specifically identified in this subsection 12.2, this Agreement shall be governed by the laws of Estonia, and adjudicated in the state courts located in Tallinn.

c) If you are located in Europe, including Greenland, in the Middle East or in Africa, this Agreement will be governed by the laws of England, and adjudicated in the courts located in England. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act (UK) 1999 by any person not a party to this Agreement.

d) If you are located in Asia (including Pakistan, Sri Lanka, excluding Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan) or in the Pacific Rim, this Agreement will be governed by the laws of the Republic of Singapore and adjudicated.

12.3 Prevailing Party.

In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

12.4 Waiver.

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.5 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. Back to Top 17 Exhibit A – Additional Terms of Standard and Premium Support

Exhibit A – Additional Terms of Standard and Premium Support

1. SUPPORT ACCESS

We will offer 24 hour / 7 day Web-based customer support. You may submit inquiries and search for answers to Support at https://textgears.com/support.php . You will be notified via email or telephone as support tickets move through the process to resolution.

2. PROBLEM CLASSIFICATION

Support requests are placed into three general categories as follows:

(a) Support Issue – a question about standard Textgears functionality that does not involve changes to the API Service or Software Product.

(b) Enhancement Request – request to add functionality to the API Service or Software Product.

(c) Bug – a defect in the API Service or Software Product.

Enhancement requests may be scheduled at our discretion, based on the perceived usefulness of the request for other customers. Note that enhancement requests may also be performed as paid custom development at your request, should we choose not to incorporate them as a general enhancement.

We shall respond to and use reasonable commercial efforts to resolve issues deemed to be Bugs in accordance with the priority levels indicated below, which priority levels shall be determined in good faith by Customer.

3. PRIORITY RESPONSE TIMES FOR PROBLEMS

Priority	Description	Resolution/Time
1 – System down	The production system is rendered inoperable due to a system software failure	30–60 minutes – we will assign as many engineers and/or support staff as needed 24/7 until the problem is resolved.
2 – Critical	A major program function is affected by a software failure, so that customers are adversely affected	1–2 hours – we will assign as many engineers and/or support staff as needed along with the best workaround available.
3 – High	A minor program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided.	If a workaround can be provided, the correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a week.
4 – Medium	A desired new functionality is not working as expected, or a problem occurs that is not readily reproducible, or a workaround has been provided.	If a workaround can be provided, any correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a month.
5 – Low	An issue with negligible impact or a documentation	If a workaround or answer can be provided, the correction may be made at discretion of Provider, based on its relevance to other customers.

For timely resolution, particularly of Level 1 or 2 issues, you are requested to provide admin login access and root access to your system. The refusal to provide such access will negate our obligation to meet the expected resolution times, since in our experience, most problems are caused by a specific configuration on a specific server, and may not be reproducible elsewhere.

4. EXCLUSIONS

Support Service is intended to cover standard functionality and software defects. It does not include the provision of customization advice and consulting services. If the issue is specific to the particular

configuration of the customer data or requires that we access and review the customer text in order to provide a solution, it is classified as Consulting and is not covered under the support contract. Consulting may be purchased separately on $50\hour basis.

Problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to our obligation to provide Support Services:

a) failure of server hardware or equipment not owned or directly controlled by Textgears,

b) failure of telecommunications or internet hardware or equipment not owned or directly controlled by Textgears,

c) failure resulting from errors made by the customer's system administrator,

d) irreversible destruction of data caused by direct actions taken by customer,

e) Force Majeure.