

# MemberELink

## Terms and Conditions for Technical Support

REI makes every reasonable effort possible to keep the MemberELink system available to all customers on a twenty-four (24) hours a day, seven (7) days a week basis, subject to scheduled downtime for maintenance purposes. REI provides customers with technical support via telephone, fax, or email regarding use of the MemberELink system and resolution of errors during regular business hours.

Depending upon the issues or errors encountered by the users, REI staff assigns one of three Severity Codes (1, 2, or 3). Severity codes are ranked in order of the severity of their impact to the customer. Severity codes are assigned to problems or issues strictly on the basis of their symptoms and not according to the frequency of their occurrence, likelihood of being seen or difficulty of reproducing. An REI technical support staff confirms that a correct severity code has been assigned based on the information provided by the customer. The severity codes will dictate the timing and nature of the response as follows:

**Severity Code 1** – A Customer’s use of site deployed using the MemberELink system is stopped completely or is severely disrupted or impaired.

**Response Goal:** REI will provide an initial response to customer within *one hour* of receipt of notification by means of *telephone* to support staff during Regular business hours or within two *(2) hours* outside of regular business hours. After investigating the problem, REI will provide a follow-up response within *one (1) hour* of the initial response during regular business hours or within *two (2) hours* of the Initial response outside of regular business hours.

**Resolution Goal:** REI shall use all commercially reasonable efforts to provide a Fix or workaround within *twenty-four (24) hours* of receipt of notification.

**Severity Code 2** – Customer has minor loss of functionality or a feature of the MemberELink System.

**Response Goal:** REI will provide an initial response to customer within *one (1) hour of* receipt of notification to support staff during regular business hours or within four *(4) hours* outside of regular business hours. After investigating the problem, REI will provide a follow-up response to customer within *eight (8) hours* of the Initial Response during regular business hours or by *the following Business day* for issues reported outside of regular business hours.

**Resolution Goal:** REI shall use all commercially reasonable efforts to provide a fix or workaround within *five (5) Business days* of receipt of notification.

**Severity Code 3** – Customer requests an enhancement or documentation clarification regarding the MemberELink System or there is minimal impact to the operation of the MemberELink system and customer’s use of the MemberELink system is not being impeded.

**Response Goal:** REI will provide an initial response to customer within one (1) hour of receipt of notification to an REI support staff during regular business hours or within ***two (2) hours*** outside of regular business hours. After researching the question or investigating the problem, REI will provide a follow-up response to customer within ***twenty-four (24) hours*** of the initial response during regular business hours or by ***the following business day*** for issues reported outside of regular business hours.

**Resolution Goal:** REI shall use all commercially reasonable efforts to provide an answer to the question within ***five (5) business days*** of customer's report of the problem or to provide a Fix or Workaround by the next scheduled software maintenance release.

**Notes:**

Cooperation. Customer acknowledges that REI may not be able to resolve an error if customer does not use all reasonable efforts to cooperate with and assist REI in resolving the error (including, without limitation, in replicating the error).

Liability. The parties acknowledge that since the Internet is neither owned nor controlled by any one entity, REI makes no guarantees that any given user will be able to access the MemberELink system at any given time for causes outside of the control of REI, and REI shall not be liable to customer or its customers for failure of accessibility to the MemberELink system due to causes outside of the control of REI, provided that REI has implemented, at minimum, industry standard measures to protect against such failures. The customer’s internet service provider (ISP) is also a part of the above liability exclusions regarding the Internet.

Add-on Features or Enhancements. The pricing and implementation schedule of add-on features and/or specific enhancements can be discussed and negotiated based on customer’s priority on a case-by-case basis.