

HIYA CONNECT MASTER SERVICES AGREEMENT

This Hiya Connect Master Services Agreement (“**MSA**”) is entered into by and between Hiya, Inc., a Delaware corporation with its principal place of business at 110 Union Street, Suite 500, Seattle, WA 98101 (“**Hiya**”) and the entity executing the accompanying Order Form (“**Company**”). Capitalized terms not defined herein shall have the meanings assigned in the Order Form. Together, the MSA and Order Form are referred to as the “**Agreement**.”

Hiya and Company (each a “**Party**” and together, the “**Parties**”) hereby agree as follows:

1. **Hiya Offering.** Commencing on the Service Launch Date identified in the Order Form, Hiya shall make the Hiya Offering available to Company and its employees (“**Authorized Users**”) for purposes of creating and managing a branded identity on mobile devices within the United States. Prior to the Service Launch Date, Hiya shall deliver to Company the passwords, application programming interfaces (“**APIs**”) and any other proprietary network connections necessary to enable Company to access and use the Hiya Offering as set forth herein.

2. **Documentation.** Hiya may further provide written or electronic instructions, documentation, reports and/or other materials (collectively, “**Documentation**”) to facilitate Company’s authorized use of the Hiya Offering. Hiya grants to Company a non-exclusive, non-transferable, royalty-free right and license during the Term to internally reference, display, and reproduce the Documentation, subject to Company’s confidentiality obligations hereunder.

3. **Support.** During the Term, Hiya will provide the customer support services described at hiya.com, the current version of which is attached as Exhibit A.

4. **Updates.** At no charge to Company, Hiya will install on its servers any software updates Hiya deems reasonably necessary to maintain or enhance the quality or performance of the Hiya Offering, including bug fixes and error corrections (collectively, “**Updates**”). Each Update will be deemed part of the Hiya Offering and subject to the terms and conditions of this Agreement.

5. **Use Restrictions.** Company acknowledges and agrees that its right to access and use the Hiya Offering is subject to the following conditions:

5.1. Company is responsible for, and assumes all risks and liability associated with, all acts and omissions of Authorized Users of the Hiya Offering. Without limitation, Company shall make all Authorized

Users aware of the applicable provisions of this Agreement and promptly notify Hiya of any actual or suspected breach of these terms.

5.2. Company shall not, directly or indirectly: (a) attempt to sell, sell, transfer, assign, rent, lend, lease, publish, sublicense or otherwise provide third parties rights to the Hiya Offering (in whole or in part), including as a service bureau or outsourced service; (b) circumvent or disable any security or other access controls of the Hiya Offering; (c) copy, modify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any proprietary components of the Hiya Offering, including its APIs, software, systems, methodologies, data or analytics; (d) access or use the Hiya Offering in a manner that interferes with, degrades, or disrupts the integrity, functionality, security or performance of the Hiya Offering and/or any associated technologies, services or networks, including the transmission of software, data or other content that may be harmful or injurious to the Hiya Offering or any of its users; (e) use the Hiya Offering and/or any documentation provided by Hiya hereunder for the purpose of developing a competitive product or service; (f) remove, delete, alter or obscure any trademarks, service marks, images, logos or other identifiers of source (“**Marks**”) of Hiya in the Hiya Offering or otherwise affixed to any Documentation provided hereunder; or (g) access or use the Hiya Offering in any manner or for any purpose that (1) violates applicable law and regulation, including laws protecting consumer rights and individual privacy; (2) infringes or misappropriates third party intellectual property or proprietary rights or (3) violates network operator requirements, conditions, or codes of conduct.

6. **Suspension.** Hiya may temporarily suspend access to the Hiya Offering (or any component thereof) without liability or further obligation if Hiya believes, in its reasonable discretion, that: (a) Company is in breach of this Agreement; (b) use of the Hiya Offering by any Authorized User disrupts or poses a security risk to the Hiya Offering or to any other customer or vendor of Hiya; or (c) Company, or any Authorized User, is using the Hiya Offering for fraudulent or illegal activities or in a manner that infringes the rights of others. Hiya will use reasonable efforts under the circumstances to provide Company timely notice of such suspension. Such notice may be made via e-mail or telephone. Any suspension of the Hiya Offering hereunder shall not be deemed an

election of remedies; Hiya retains the right to pursue any additional available remedies for any damages caused by Company or its Authorized User, whether at law, in equity (including injunctive relief without the necessity of posting a bond), or under this Agreement.

7. Company Content. As between Hiya and Company, Company owns all right, title, and interest in all content, including text, images, phone numbers, and audio and video, in any form, format or medium that is submitted, posted, uploaded, provided, or otherwise transmitted by or on behalf of Company for use in the Hiya Offering ("**Company Content**"). Company Content includes, without limitation, Company Marks, Company messaging, caller and called party information (such as dialing party identifiers and called party phone numbers), call reason and any associated data or metadata.

7.1. Company grants to Hiya a non-exclusive, royalty-free, irrevocable, worldwide right and license to reproduce, distribute, transmit, display, publish and use the Company Content solely for the purpose of providing the Hiya Offering on behalf of Company and to otherwise perform all acts described in this Agreement (including its Order Forms). To the extent Company Content includes Company Marks, any goodwill associated with Hiya's use of Company Marks shall inure to the benefit of Company.

7.2. Company, and not Hiya, is responsible for, and assumes all liability associated with, Company Content. Without limitation, Company shall obtain all consents, permissions, and licenses necessary to grant Hiya the rights and licenses set forth herein, including all individual agreement(s) needed to process caller phone numbers in the Hiya Offering.

8. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Hiya may monitor Company's use of the Hiya Offering and collect and compile Aggregated Statistics. "**Aggregated Statistics**" means data, metadata, and information related to Company's use of the Hiya Offering in an aggregated manner, such as call labeling, call volumes, call pickup rates, caller/called party statistics, uptime, and performance information. As between Hiya and Company, all right, title, and interest in Aggregated Statistics, including all intellectual property rights therein, belong to and are retained solely by Hiya. To the extent Aggregated Statistics are derived from, or combined with, Company Content, Company grants to Hiya a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Company Content as incorporated within the Aggregated Statistics. In the event Hiya provides Aggregated Statistics to

Company, Hiya grants to Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to access, use, reproduce, and display the Aggregated Statistics solely for Company's internal business purposes. All other rights are reserved by each Party.

9. Third-Party Networks. Company acknowledges and agrees that Hiya uses third-party networks to support the Hiya Offering, including wired and wireless networks and Hiya's data hosting services. If the delivery of Company Content in the Hiya Offering involves the use of AT&T networks or Samsung electronics, Hiya certifies, and Company acknowledges, that Hiya is an authorized agent of AT&T (to provide the Hiya Offering for AT&T Call Protect customers) and Samsung Electronics (to provide the Hiya Offering for Samsung Smartcall users). Nothing herein, however, shall be construed as creating a third-party beneficiary contract or otherwise granting Company any additional rights or remedies with respect to the Hiya Offerings or any service provider, including AT&T or Samsung.

10. Fees. Company shall pay Hiya the monthly service fees identified in the Order Form ("**Fees**"). Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, surcharges, tariffs, or other amounts attributable to Company's execution of this Agreement and/or use of the Hiya Offering (collectively, "**Surcharges**"). Company shall be solely responsible for the payment of any Surcharges. In the event Hiya is required to pay Surcharges on Company's behalf, Company shall reimburse Hiya for all amounts paid upon invoice. If Company uses a credit card to make payment hereunder, Company authorizes Hiya to charge such credit card on a recurring basis throughout the Term for all applicable Fees and/or any applicable Surcharges.

11. Payment Terms. Fees shall be paid to Hiya within thirty (30) days of receipt of an undisputed invoice via the payment method identified in the Order Form. An invoice shall be deemed undisputed if, within such thirty (30) day period, Company fails to notify Hiya in writing of any disputed amounts. If Company fails to make any payment when due, without limiting Hiya's other rights and remedies, then:

11.1. Hiya may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

11.2. Company shall reimburse Hiya for costs incurred by Hiya in collecting any late payments or interest, including reasonable attorneys' fees

(inclusive of in-house counsel), court costs, and collection agency fees; and

11.3. if such failure continues for sixty (60) days or more, Hiya further reserves (among other rights and remedies) the right to suspend access to the Hiya Offering and, if reactivated, impose a reconnection fee. Amounts payable to Hiya shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at the sole discretion of Hiya.

12. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "**Confidential Information**"). A disclosing Party must indicate in writing that it is disclosing Confidential Information at or near the time of disclosure to the receiving Party in order for it to be deemed and treated as confidential. Confidential Information of Hiya includes the Order Form and any Documentation provided hereunder. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (x) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party so it can make a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including making required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form of media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided,

however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

13. Publicity. Company shall provide Hiya reasonable cooperation and assistance to publicize the relationship contemplated under this Agreement. Hiya may (but is under no obligation to) issue public announcements, press releases and otherwise publish materials promoting the relationship contemplated under this Agreement. Company authorizes Hiya to use Company's name and/or Marks in any references to customers of Hiya Offerings.

14. Case Study. In the event the Parties agree to develop a case study describing Company's implementation and use of the Hiya Offering, each shall make qualified personnel reasonably available to assist in the creation of the Case Study. Neither Party will publish the Case Study until each approves the content of the same, which shall not be unreasonably withheld or delayed. Upon such approval, either Party may publish the Case Study in its final, unedited form in any publication, promotional materials, and other media outlets.

15. Hiya Indemnification. Hiya shall indemnify, defend, and hold harmless Company from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Company resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") based on:

15.1. Hiya's breach of this Agreement, gross negligence, or willful misconduct; or

15.2. A claim that Company's authorized use of the Hiya Offering infringes or misappropriates such third party's United States patents, copyrights, or trade secrets; provided, however, that if such a claim is made or appears reasonably likely, Company permits Hiya, at Hiya's sole discretion, to: (a) modify or replace the Hiya Offering, or component or part thereof, to make it non-infringing; or (b) obtain the rights necessary for Company to continue use the Hiya Offering. If Hiya determines that neither alternative is reasonably available, Hiya may terminate this Agreement, in its entirety or with respect to the affected component or part of the Hiya Offering, effective immediately on written notice to Company. Any Fees pre-paid for use of the Hiya Offering following the effective date of termination shall be refunded to Company on a pro-rata basis.

15.3. Hiya's shall have no obligation under this Section 15 if, or to the extent that, the Third-Party Claim is based on: (a) any claim that, if true, would require Company to indemnify Hiya under Section 16; (b) Company's use of the Hiya Offering in combination with third party data, software, products services, hardware, equipment, or other technology not provided by Hiya; or (c) Company Content.

16. Company Indemnification. Company shall indemnify, hold harmless and, at Hiya's option, defend Hiya from and against any Losses resulting from any Third-Party Claim based on Company's breach of this Agreement, gross negligence, or willful misconduct.

17. Indemnification Process. Each Party shall promptly notify the other Party in writing of any potential Third-Party Claim, and in no event more than thirty (30) days following the date on which the indemnified Party becomes aware of same. The indemnifying Party shall have sole control of the defense of the claim, but the other Party will be entitled to participate in the defense and to employ competent counsel at its own expense to assist in the handling of the claim. The indemnifying Party will not settle any Third-Party Claim unless the indemnified Party consents to such settlement. Each will reasonably cooperate with the other in responding to any Third-Party claim, at its own expense.

18. Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (b) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or other obligation to which it may be bound; and (c) it will comply with all applicable laws in exercising its rights and performing its obligations hereunder.

DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HIYA MAKES NO REPRESENTATION OR WARRANTY,

EXPRESS OR IMPLIED, AGAINST ANY INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANY OTHER PARTY. COMPANY ASSUMES THE ENTIRE RISK AS TO THE SUITABILITY OF THE HIYA OFFERING FOR ITS BUSINESS PURPOSES. HIYA DOES NOT AND CANNOT WARRANT THAT THE HIYA OFFERING WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF ITS OFFERING WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

19. LIMITATIONS OF LIABILITY. WITH THE EXCEPTION OF THE PARTIES' OBLIGATIONS TO PROTECT THE OTHER PARTY'S CONFIDENTIAL INFORMATION OR TO INDEMNIFY HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS OPPORTUNITIES, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EITHER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

20. AGGREGATE LIABILITY. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY COMPANY TO HIYA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$50,000.00, WHICHEVER IS GREATER. THE LIMITATION SET FORTH IN THIS SECTION 20 SHALL NOT APPLY TO (A) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, WHICH LIABILITY SHALL BE LIMITED TO \$500,000 IN THE AGGREGATE, OR (B) LIABILITY WHICH

CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

21. Term. This Agreement begins on the Effective Date and, unless terminated earlier as set forth herein, will continue until the expiration of the Term (as specified in the Order Form). Upon expiration of the Term, this Agreement will automatically renew for up to two (2) additional successive one (1) year terms (each a “**Renewal Term**”) unless either Party gives written notice to the other of non-renewal at least sixty (60) days prior to the expiration of the Term or the then-current Renewal Term. Upon any renewal, Fees shall automatically increase by 4% on the first day of the Renewal Term.

22. Termination. In addition to any other express termination right set forth in this Agreement, either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party commits a material breach of this Agreement that is incapable of cure or, being capable of cure, remains uncured thirty (30) days after receipt of written notice of breach.

23. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Company shall immediately discontinue use of the Hiya Offering. No expiration or termination will affect Company's obligation to pay all Fees that may have become due before such expiration or termination. Each will return or destroy any Confidential Information of the other Party, if and as requested by the other Party. For clarity, Hiya is not obligated to retain or store any Company Content after termination or expiration of the Term. Company, and not Hiya, shall be solely responsible for making all backup and archival copies of any Company Content.

24. TIME FOR COMMENCEMENT OF ACTION. NO ACTION AGAINST HIYA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR SHAREHOLDERS, REGARDLESS OF FORM (INCLUDING NEGLIGENCE), ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS UNDER THIS AGREEMENT OR IN ANY OTHER WAY RELATED TO THIS AGREEMENT MAY BE BROUGHT BY COMPANY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

25. Force Majeure. With the exception of Company's payment obligations hereunder, in no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's

reasonable control, including but not limited to network outages, third party software or hardware failures, terrorism, criminal acts (including hacking or data theft), legal restriction or embargo.

26. Notices. All notices, requests, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the Parties at the mailing addresses set forth in the Order Form.

27. Assignment. Company may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Hiya, which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

28. General. This Agreement, together with its exhibits, comprise the entire agreement between Company and Hiya and supersedes all prior or contemporaneous negotiations, communications, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement (including any Order Form) is effective unless it is in writing and signed by an authorized representative of each Party. No joint venture, partnership, employment, agency, or exclusive relationship exists between the parties as a result of this Agreement or use of the Hiya Offering. The failure of a Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. This Agreement shall be governed by Washington law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary. Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Hiya Offering shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Seattle, Washington. The prevailing party in any litigation shall be entitled to its reasonable attorney's fees and costs (including in-house counsel fees). All limitations on damages, payment, and confidentiality obligations, as well as the provisions of this “General” section shall survive termination of this Agreement. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the licenses granted herein will immediately terminate, except for those provisions noted above which will continue in full force and effect.

EXHIBIT A

Hiya Support Services

Access. HIYA shall make the Hiya Offering available twenty-four (24) hours per day, seven (7) days a week with a minimum uptime level of ninety-nine and seven tenths of a percent (99.7%) measured on an aggregate monthly basis, with no single unscheduled outage exceeding four (4) consecutive hours in a single seven (7) day period. Such service availability does not, however, include regularly scheduled maintenance or any unscheduled downtime due to failures beyond HIYA's reasonable control (such as errors or malfunctions due to Company's computer systems, local networks or Internet connectivity).

Scheduled Maintenance, Upgrades. HIYA shall conduct scheduled service maintenance of the HIYA Offering ("**Scheduled Maintenance**") after normal business hours or on weekends. HIYA shall give Company at least two (2) days prior notice of the exact date and time of such Scheduled Maintenance via e-mail or other timely means of communication.

Security. HIYA shall take, at a minimum, the following measures to protect unauthorized access to any Hiya Offering:

- (a) at all times during the Term, HIYA shall use industry standard online intrusion detection technology to protect third party access to the Hiya Offering;
- (b) trained Internet security specialists shall monitor Hiya Offering for unauthorized access or use;
- (c) all access to the Hiya Offering shall be accomplished via the most recent commercially released version of Secure Socket Layer (SSL);
- (d) HIYA shall protect Hiya Offering with a firewall configured to protect unauthorized access to the Hiya Offering. If HIYA reasonably determines that the Hiya Offering may be compromised in a manner that impact Company, it shall notify Company and take necessary measures to protect all or affected portions of the Hiya Offering;
- (e) In accordance with industry best practices, HIYA shall continually upgrade intrusion detection systems and shall employ additional safeguards as necessary to monitor Hiya Offering; and
- (f) All HIYA personnel or technicians who manage or support Hiya Offering shall be under a duty or contractual obligation to (i) protect Hiya Offering from unauthorized access or disclosure; (ii) keep confidential all HIYA-provided passwords for Hiya Offering set up; and (iii) comply with all applicable laws regarding data security and privacy.

Customer Issue Resolution Process. Reported customer issues are reviewed and resolved via the process below.

- **Issue Receipt:** The issue has been received by our customer support team via the connect-support@hiya.com e-mail alias. It is then entered in our internal support management system, where an issue tracking number to the support case is assigned.
- **Issue Triage:** Once the issue is in our support management system, the support team reviews the customer issue and determines if this issue is a service error or if additional training services or documentation may be sufficient to resolve the problem. The support team may then reproduce the issue and attempt to identify any workarounds that may bypass the issue. Hiya will communicate a resolution plan based on support prioritization, described below.
- **Support Prioritization.** The reported issue has been identified as a service error and is given a Hiya issue tracking number along with other tracking data such as the priority of the error. Prioritization uses a set of criteria to determine how severe the issue is to all Hiya customers. Hiya uses these criteria to ensure that our product engineering team is appropriately assigned to core product development or errors for customers. The criteria used are:
 - Is the system down or unusable?

“System down” is defined as users are unable to log into the system or use the product due to unresponsive behavior. This helps Hiya determine if the error is widespread and needs immediate response.

- Does the problem affect all Hiya customers?

This helps Hiya determine if the error is widespread in that it will affect many users and customers, or if there is a special way the product is being utilized that may present the error.

- Are multiple users/customers reporting this error?

This helps Hiya further narrow down the spread of any given error. By watching trends in the customer support queue, Hiya can determine where errors are developing to proactively resolve them.

- Is user data being saved to the database incorrectly?

Corruption of user data is taken very seriously at Hiya, and our support team ensures that all information is being saved in our secure system as the user intended.

- Are there any workarounds that can be provided to accomplish this task?

Sometimes, in the product, there are several ways to accomplish any given need. Customer service works to assist the customer reporting the error by trying to identify any workarounds to the problem to ensure that their work continues without distraction.

Once the criteria have been reviewed, each error is then given a priority that determines the timeline for resolution. This timeline is then communicated to the customer. Generally, however, Hiya makes every effort to comply with the following Issue Response and Resolution Timeframes:

Phase	Estimated Response Time	Description
Issue Receipt	One (1) business day	Hiya has received the issue and notifies you of the issue number for tracking purposes.
Issue Triage	Three (3) business days	Hiya is actively working triage of the problem and communicating status updates. This will likely require assistance from you or your team.
Issue Prioritization	Five (5) business days	Hiya has categorized the issue in terms of priority and provides a commitment release and/or time frame to address the issue.