

Maintenance and Support – Service Description and Agreement

This Maintenance and Support Service Description and Agreement (“Agreement”) is made effective as of the Effective Date (defined below) by and between Corero Network Security, Inc. (“Corero”) a Delaware corporation with its head office located at One Cabot Road, Hudson, Massachusetts, 01749, United States and the customer (“Customer”) who purchases the Services (defined below). Customer shall evidence its intent to order the Services and its acceptance of this Agreement by submitting a Purchase Order to Corero, either directly or via an authorized Corero Distributor or Reseller (the “Purchase Order”). Such Purchase Order shall specify which of the Maintenance and Support Services that Customer desires to purchase, and shall also provide Customer’s corporate identity information. Corero shall indicate its acceptance of Customer’s Purchase Order either via an Order Acceptance or by commencing, or continuing, to provide the Services.

As used herein “Effective Date” means the date as identified in the applicable Purchase Order as the effective start date for the period over which Services shall be rendered or if no date is specified then either (1) first date that Corero provides Customer with any Services or (2) the expiration date of any previous service term between Corero and Customer for similar services. In consideration of the mutual promises below and other good and valuable consideration the sufficiency of which are hereby acknowledged, the parties agree to the terms of this Agreement.

CUSTOMERS WHO PURCHASE MAINTENANCE AND SUPPORT SERVICES FROM CORERO SHALL RECEIVE THE SERVICES SELECTED IN THEIR PURCHASE ORDER, AS DEFINED IN THIS DESCRIPTION AND AGREEMENT, SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN. CORERO MAY MAKE CHANGES TO THE SERVICES, OR THE MANNER IN WHICH IT PROVIDES SERVICES, UPON NOTICE TO CUSTOMER WHICH SHALL BE DEEMED TO HAVE BEEN PROVIDED WHEN POSTED ON THE CORERO SUPPORT PORTAL; PROVIDED THAT ANY SUCH CHANGES SHALL NOT DIMINISH THE SUBSTANCE OF THE SERVICES. BY ORDERING MAINTENANCE AND SUPPORT SERVICES AND ACCEPTING THE BENEFIT OF THE SERVICES, CUSTOMER CONCLUSIVELY INDICATES THAT IT ACCEPTS ALL OF THE TERMS OF THIS DESCRIPTION AND AGREEMENT.

Description of Services

Subject to the terms and conditions of this Agreement, during the Term (as defined in Section 4.1), Corero agrees to provide to Customer, and Customer agrees to pay for, the Services. The Services provided by Corero include, but are not limited to, Support, Maintenance, Updates, and Monitoring Service (collectively referred to as “SMUM”) and Hardware Replacement, each of which are described below.

1. General Service Description

Customer must have a current service contract and be a registered user on the Corero Support Portal to receive any of the following Services. Customer must have purchased the applicable Service on an accepted Purchase Order to receive those specific Services.

a) Support, Maintenance, & Updates

Provides both technical support service and software updates (As defined in Sections 3.3 and 3.8 below) for all Covered Products.

The key features of this service include:

- Case tracking
- Technical support available 24x7x365
- Access to documentation, software release notes, configuration and deployment guides are available via the Corero Support Portal
- Software upgrade entitlement to all Major/Minor/Maintenance releases (as defined in Section 3.4 below) (available for download from the Corero Support Portal)
 - Including any patch or hot fix releases for customer specific issues as determined by Corero
- Access to the Corero Knowledgebase (“Corero KB”) accessed via the Support Portal
- Threat Update Service Protection Packs and Reputation Watch® updates of malicious IP addresses available for Customer to download via the Central Management Controller (“Controller”) or Standalone Threat Update Manager (“TRUM”) software (License key required) (“Protection Packs”). Protection Packs and Reputation Watch updates are not applicable for all Covered Products.
- Threat Update Security Advisories posted on the Corero corporate website at: http://www.corero.com/en/support/sec_advisories (“Intelligence Packs”)

b) Monitoring (“SecureWatch™”)

Customers that have purchased SecureWatch services shall receive the following services delivered by Corero Customer Services:

- Installation of all software updates for all deployed Corero System products
- Distribution of Threat Update Service Protection Packs to Covered Products
- Access to Threat Update Service and Intelligence Packs
- Implementation of actions described in Threat Update Security Advisories
- Initiation of the Advanced Hardware Replacement (AHR) process, if the Customer has subscribed to AHR Services in the event of a hardware failure
- Reports delivered via email of the standard weekly configuration, performance, fault and security activity including:
 - Device status
 - Security Protection Pack status
 - Software Upgrade availability

- Uptime summary
- Service Request(s) status

SecureWatch Services pre-requisites:

In order for Corero to deliver the SecureWatch Services, Customer must have purchased the following Corero products and services:

- SecureWatch Server or Controller Software (and Customer provided server), used to manage the Corero devices listed in the Equipment Summary as per the SecureWatch Access Authorization Form
- An active Software Subscription Service for each of the Corero devices listed in the Equipment Summary
- An active Threat Update Services and Intelligence Pack subscriptions for each of the Corero devices listed in the Equipment Summary

Customer shall provide the following to Corero:

- A complete, executed SecureWatch Access Authorization Form and return it to Corero Customer Services
- Ongoing remote access to the following:
 - SecureWatch Server or Controller server
 - Corero devices listed in the SecureWatch Access Authorization Form
- Customer's standard operating procedures, if any, for change management of the Corero equipment identified in the Equipment Summary. Customer and Corero will agree on how this process will operate for the provisioning of the SecureWatch Services
- Service requests reporting all issues with Corero products to Corero Customer Services
- Customer contact lists including names and contact information (phone and email) (i) for reporting purposes and (ii) for escalation of issues necessary for the successful delivery of the SecureWatch Services

c) Advance Hardware Replacement (“AHR”):

AHR is a service by which Corero will dispatch a replacement hardware unit to Customer upon notice of a defect, in advance of receipt of the defective unit. A defective hardware unit is a unit that is not operating or is operating incorrectly, due to a defect in design, materials or workmanship. AHR Services do not cover replacement of units damages or inoperable due to one of the excluded reasons enumerated in Section 3.5 below. Customers that have purchased AHR services are required to process an AHR request as follows:

1. Customer contacts Customer Services via the Support Portal or phone and opens a case. If Customer utilizes the Support Portal, Customer will follow the procedures listed in Section 2.3 below.
2. If Customer opens the case via telephone, a Customer Services representative will accept the case and determine that an RMA is required and the incident will then be forwarded to the RMA Coordinator.
3. The RMA Coordinator will verify contract status against serial number. If more information is required, Customer will be notified via email and the RMA order will be on hold.
4. If all information has been received, the RMA Coordinator will assign an RMA number and provide Customer with RMA number and return instructions.
5. For all cases, whether opened by Phone or via the Support Portal, Corero's Finance department will review the RMA order and if there are no credit issues, release the RMA order to shipping.
 - a. If the RMA order is released before 3pm EST, the replacement unit will ship same day priority delivery.
 - b. If the order is not released before 3pm EST, the order will ship on the next business day for priority delivery.
6. Customer will be notified via email the date the replacement unit has shipped, the tracking number and the method of shipment.

7. Corero shall be responsible for cost of shipment of defective unit(s) to the designated Corero service center.
8. Customer is required to return the unit(s) to Corero within 10 business days using the Corero preferred shipper account information provided. If the unit(s) are not received by Corero or the unit(s) is damaged or inoperable due to one of the excluded reasons enumerated in Section 3.5 below, then Corero shall invoice Customer, and Customer agrees to pay such invoice, at the full product price based on the current price list for the replacement unit.

The Services description and method of delivery may be changed by Corero from time to time and shall be deemed amended when an updated Agreement is posted on the Corero Support Portal.

2.0 Service Procedures

2.1 Contacting Corero Customer Services

There are two primary methods of contacting Corero Customer Services – via the web using the Corero Support Portal (“Support Portal”) and via telephone.

Via the web

The Support Portal is the Corero web based incident management and tracking system and is a critical resource for support, downloads, technical documentation and other useful information about the Corero products. The Support Portal offers the ability to search an extensive knowledge base, manage incidents and communicate directly with Corero Customer Service engineers. It is the most effective way to resolve support issues and for finding technical product data.

The Support Portal is located at <http://support.corero.com>

Telephone Support - To contact Corero Customer Services via telephone, please dial +1.978.212.1500 and select option 2 or +1.855-7977928 (855) SWP-SWAT (for US customers only).

If for any reason this number is not available please dial our answering service at +1.888.324.1246 or +1.603.645.4154 and a Corero Customer Service representative will return your call.

Required Customer Information

A Customer contacting Corero Customer Services (either via phone or the web) will need to provide the following information:

- Site contact name
- Site contact email
- Phone number
- Product name
- Product serial number
- Brief description of the problem

The Customer will be given a Case reference number. The Customer Services engineer will attempt to solve the issue as soon as is reasonably practical.

Once a support case is opened, Customer consents to Corero Customer Services engineer remotely accessing the affected Corero systems to investigate and perform diagnostic troubleshooting.

2.2 Service Request Management Guidelines

Corero’s incident management guidelines provide a framework for internal/external notification and issue-resolution activities for SRs. Corero has established a classification structure for SRs based on the severity of the incident. These severity classifications help Corero categorize and prioritize SRs.

Corero’s priority definition for SRs is as follows:

Priority 1

- Catastrophic impact to mission critical functionality
- Total loss or continuous instabilities of mission critical functionality
- Critical traffic impact, major loss of connectivity or vital security flaw
- Creation of a hazard or an emergency

Priority 2

- Significant impact to mission critical functionality
- Serious loss or frequent instabilities of mission critical functionality
- Inability to deploy a feature that is not currently relied upon for mission critical functionality

Priority 3

- Minimal impact to major business operations
- Occasional or intermittent instabilities of core functions
- Limited traffic impact, loss of connectivity or security exposure

Priority 4

- Cases involving minor defects to Covered Products, documentation, service, information requests, or configuration assistance

The chart below uses the following terms to illustrate the Corero Customer Services timeline for handling SRs with defined priorities.

	Case Update and Communication Goals			
	Priority 1	Priority 2	Priority 3	Priority 4
Suggested Solution Goal The average time to identify the issue and suggest a resolution within the defined severity level category.	4 hours	8 Hours	24 hours or next business day	24+ hours
Case Update The Case request is updated as new information is discovered or identified (such as the cause of the problem or estimated time to repair) and/or as recommended.	2 hours	4 Hours	8 hours or as desired	Best effort

The Corero SR response matrix is summarized below:

Case Response Commitments				
Phase	Priority 1	Priority 2	Priority 3	Priority 4

Customer Service Engineer	<30 minutes notification	<1 hour notification	1-2 hour notification	2-3 hour notification
Sr. Customer Services Engineer	<1 hour notification	4 hour notification	4-8 hour notification	N/A
Customer Services Manager	4 hour notification	8 hour notification	Every 2 days	N/A
Customer Services Director	8 hour notification	Notification	Weekly	N/A
CEO	24 Hour notification	N/A	N/A	N/A

2.3 **Return Material Authorization Procedures (“RMA”)**

The following procedures apply to unit(s) that are within the warranty period and which have been determined to be defective, dead on arrival (“DOA”) or requiring a hardware upgrade, as defined in the Hardware Warranty. RMAs for such units must be processed via the Support Portal by Customer. This procedure shall also apply to AHR RMA requests that are entered via the Support Portal.

The process for a Return Material Authorization (RMA) is as follows:

1. Customer Logs into the Support Portal
 - a. Open a new case
 - b. Select the serial number from list. If serial not listed, enter the serial in the summary field
 - c. Subject line = RMA Request
 - d. Comments = insert Required Information (below)
2. Customer to enter the following information:
 - a. Shipping address
 - b. Contact name, email address
 - c. Serial number of unit(s)
 - d. Description of what is wrong with the unit(s)
 - e. Current Software Revision
3. A Corero Customer Services representative will accept the incident/determine if the unit(s) is defective.
4. The incident will then be forwarded to the RMA Coordinator.
5. The RMA Coordinator will verify contract status and issue RMA.

Customer is required to ship the defective unit(s), at Corero's expense, to the designated Corero service center using the Corero preferred shipper account information.

Faulty equipment is either replaced or repaired at Corero's discretion to ensure prompt support. All unit(s) will be repaired at a Corero facility as determined by Corero. Turnaround is approximately 15 business days, but may require up to 25 business days. Corero shall be responsible for cost of shipment of replacement unit(s) to Customer. If Customer requires expedited shipping (overnight or next business day), Customer shall be responsible for cost of shipment of replacement unit(s) to Customer.

In the case of a DOA unit, Corero will advance ship a replacement unit as soon as possible and pay all associated shipping costs. Customer is required to ship DOA unit to the designated Corero service center within 10 business days using the Corero preferred shipper account information provided. If the unit(s) is not received by Corero, Corero reserves the right to invoice Customer at the full product price based on the current price list for the replacement unit.

3.0 Service-Specific Terms and Conditions

3.1 Acceptance of Terms & Conditions

These Service-Specific Terms and Conditions, and the General Terms and Conditions, below, form an integral part of the Maintenance and Support Services described above. Purchase and receipt of the Services are strictly conditioned upon acceptance of these terms and conditions. Subject to and as qualified by these terms and conditions, Corero agrees to provide the Services to Customer during the Term (as defined below).

Corero shall perform the Services described above, during the Term, in accordance with and as defined by this Agreement. Customer must perform its responsibilities as described below, and Customer acknowledges that its failure to comply with its responsibilities may prevent Corero from delivering the Services.

3.2 Covered Products

The Services are rendered to support Covered Products. "Covered Products" means the SmartWall™ Threat Defense Systems ("SmartWall™"), Intrusion Protection Systems ("IPS") Systems), Denial of Service Defense Systems ("DDS"), Load Balancer Systems ("IDSB") or other products purchased or licensed from Corero (each a "Product Family"). Customer is required and expressly agrees and acknowledges that all "Product Family" systems purchased and in-use must all be covered by the same set of purchased Services. Customer shall provide written certification of use or non-use of products upon request by Corero. Customer is not permitted to maintain certain limited sets of Services on different products or to use Services purchased for one specific product for another for which Services have not been procured or renewed. Corero shall maintain the serial numbers of the Covered

Products and if Customer is found to have violated the requirement to maintain 100% of Covered Products under the Services purchased then Corero shall have the right to suspend all Services at its sole option. Notwithstanding the foregoing, Customer may maintain less than 100% of a product Family with respect only to the Advanced Hardware Replacement service.

3.3 Eligibility of Products

Covered Products shall be eligible for Services under this Agreement so long as (i) the hardware and software products meet Corero's specified Minimum Revision Level (as defined herein); (ii) hardware and software products are unmodified; (iii) the products were legally purchased from Corero or one of its authorized Distributors or Resellers and the purchase is covered by a valid software license agreement between Customer and Corero; and (iv) the hardware and/or software products were covered by an applicable effective express warranty provided by Corero or a current Corero Agreement. Products which lapse Service for greater than sixty (60) days shall be reinstated under such Service by Corero only after review and written approval and only after all fees (see Section 4.2.2 below) have been paid by Customer.

Other products, including products not purchased directly from Corero or an authorized Distributor or Reseller may be included under this Agreement upon Corero's express written consent. Corero's then current published charges shall apply to the inspection of such products and any restoration including parts or service necessary to make such products eligible for the Services provided herein.

3.4 Minimum Revision Levels

Corero, at its sole option may discontinue its obligation to provide Services for a Product Family or require a minimum hardware or software revision level for a Product Family in order for such systems to continue to be eligible to receive Services but only to the extent that Corero ceases to provide Services for all similarly situated customers. In such event, whereby the applicable Product Family or Product Family subset will no longer be a Covered Product under this Agreement, Corero will provide Customer with at least 180 days written notice in advance of such discontinuance of Services, which in no case will be sooner than the expiration of Customer's then current initial contracted maintenance and support period (the "Initial Maintenance Term") or then current contracted maintenance and support renewal period (the "Maintenance Renewal Term"), whichever is latest.

The Minimum Software Revision shall be the then current Generally Available Release for a Product Family (Major or Minor Release) and the sequentially previous two (2) Minor Releases.

"Major Release", as used in this Agreement, means a new base version of the software that contains significant new functionality and/or level of performance. A Major Release is generally identified by the first number that appears to the left of the first decimal point in a version number. A Major Release shall also include any new or modified Documentation.

"Minor Release" as used in this Agreement, means a modification made by Supplier to add enhancements, Updates, or any combination thereof, to a Major Release. A Minor Release is generally identified by one or more numbers preceding or following one or more decimal points to the right of the first decimal point in a version number. A Minor Release shall also include any new or modified Documentation.

"Maintenance Release", as used in this Agreement, means a software release consisting of multiple bug fixes. Maintenance releases tend to follow Major or Minor Releases within 90-120 days of its First Customer Shipment. Maintenance Releases are made available to customers via electronic distribution. Bug fixes from Maintenance Releases are to be 'rolled up' into subsequent Major and Minor Releases.

Corero may also require a certain minimum hardware or software revision level for new features or threat update services and will notify the Customer through its advisory notification system if such requirement is implemented and may also post a Covered Products support matrix available on <https://support.corero.com> which will summarize for each Product Family the supported or non-supported status and the minimum software or hardware revisions required for the Product Family to be supported as a Covered product under this Agreement.

3.5 Exclusions

Services excluded from this Agreement include: (a) installation or maintenance of wiring, circuits, electrical conduits or devices external to the Covered Products; (b) service required due to abnormal usage including, but not limited to, accident, fire, water damage, earthquake, lightening, misuse, negligence or other causes external to the Covered Products; (c) replacement of parts or repair resulting from failure to provide and continually maintain adequate electrical power, air conditioning and humidity controls in accordance with Covered Product specifications or industry standards; (d) service required to repair or restore Covered Products due to alterations or modifications performed by persons other than authorized Corero personnel or service representatives; (e) replacement or reconditioning of Covered Products which, in Corero's opinion, cannot be reliably maintained or properly serviced due to excessive wear or deterioration; (f) service on Covered Products removed from the location originally specified by Customer and/or reinstalled without the prior written approval of Corero or; (g) Services for any product for which improper installation, configuration or operation, inconsistent with product specifications or Documentation has occurred. Unless agreed otherwise, all expenses relating to the provision of Services or additional services provided by Corero with respect to Covered Products which results from, or is caused by, the exclusions from Services identified in this Section 3.5 shall be invoiced, and paid for by Customer, at Corero's then current published rates.

3.6 Responsibility of Customer

3.6.1 Customer shall not perform, or have performed for it on its behalf, any support or maintenance services or repairs to the Covered Products without prior written approval by Corero.

3.6.2 Customer shall maintain the installation site in accordance with the environmental specifications of the Covered Products and industry standards.

3.6.3 When reasonably possible, Customer shall allow Corero remote access to the Covered Products to enable Corero to perform remote diagnosis in order to fulfill its Service obligations. Where applicable, and upon reasonable request, Customer agrees to permit Corero service representatives full, free and safe on-site access to the Covered Products. If Customer purchases Threat Update Services ("TUS") or SecureWatch Services then Customer agrees to grant remote device access to Corero required for the delivery of such services.

3.6.4 Customer shall provide a secure storage space, designated work area and access to a telephone, a backup copy of current software and data, and the reasonable use of necessary equipment, attachments, features and communications facilities, as may be required to troubleshoot and maintain the Covered Products.

3.6.5 Customer shall register contacts on the Corero Support Portal in connection with the Services performed under this Agreement. Such person(s) will promptly notify Corero of malfunctions, cooperate in providing a complete description of the malfunction, including but not limited to, indicators, diagnostic dumps or statistics on the Covered Products, detailed network diagrams and descriptions, a timeline of operational or environmental events leading up to the malfunction and, if required, perform certain duties such as system restarts, logging and reporting of error information and running of operational readiness tasks and other assistance as may be requested by Corero. Customer and such qualified contacts shall be responsible for using its best efforts in determining that any reported malfunctions or errors can be replicated and that they are isolated to the Corero products. Customer agrees that if a malfunction or error is reported to Corero Technical Support Services and the defect or issue is with the software or systems not supplied by Corero, then Corero may invoice Customer on a T&M basis for the reasonable work done isolating the malfunction or error.

3.6.6 Customer shall maintain back-up copies of all data on servers or systems which interact or are protected by the Covered Products.

3.6.7 In order to receive any of the Services in this Agreement, Customer must be a registered user within the Corero Support Portal. Only registered users will receive technical support, threat update services and other Services as defined herein and have access to the knowledgebase, web ticketing system, software upgrades, and online Documentation. A serial number is required for registration. The registration URL link can be found at

<http://support.corero.com>. Full access to the portal will be provided after the successful review of the information provided by Customer.

3.7 Support Material

Corero service representatives may use, or provide to Customer for use, and store at Customer's facility software, documentation, tools, test equipment and other material to support the Covered Products (the "Support Materials"). Corero does not grant any title or right, license or interest in or to such Support Material and it remains the sole and exclusive property of Corero. Customer agrees not to use such Support Material or make it available to third parties without Corero's prior written consent. Corero may remove such Support Material upon the expiration or termination of this Agreement and Customer will grant Corero reasonable limited access to Customer's facility during Customer's normal business hours to remove such Support Material.

3.8 Movement of Covered Products

3.8.1 Customer shall provide Corero at least thirty (30) days advance written notice of its intention to move the Covered Products which notice must specify the new location; provided, however, that Customer shall provide Corero written notice of an emergency move within ten (10) days after such emergency move.

3.8.2 Customer may request that Corero move the Covered Products to another location. Customer shall pay for the removal and supervision of Customer's packing and unpacking of the Covered Products, and reinstallation at Customer's destination site at Corero's then current charges for such Services. Covered Products moved under emergency circumstances will be subject to inspection and repair at Corero's then-current charges to restore them to a condition eligible for Services hereunder. Corero will exercise reasonable efforts to service Covered Products subjected to an emergency move.

3.9 Software Updates

Subject to the terms and conditions hereunder, Corero grants to Customer a non-exclusive, non-transferable limited license to use software updates or functionality which Corero makes available to all of its customers at no additional cost ("Updates") provided under this Agreement (in object code only) solely for Customer's internal business purposes and solely on the Covered Products with which it is delivered or for which it is provided. For purposes of clarification, Updates do not include any software, functionality, features, products, services or other technology for which Corero charges a separate purchase price. Customer shall not disclose or make the Updates available to any third party. Customer shall protect the confidentiality of the software updates with at least the same degree of care which it uses to protect the confidentiality of its own proprietary information of like nature, but with not less than a reasonable degree of care. Customer shall not copy the Updates, except Customer may make a single copy, solely for backup or archive, of any executable program originally delivered. Customer shall not modify, decompile, disassemble, translate, or reverse engineer the Updates, in whole or in part. Corero reserves all right, title and interest in and to the Updates provided hereunder, except for the limited rights expressly granted hereunder. Upon any termination of the Agreement, Customer must destroy or, at Corero's request, return the Updates provided hereunder.

3.10 Parts

Parts replaced during the term of this Agreement are provided on an exchange basis. Parts may be new, reconditioned, refurbished, or functionally equivalent to new. Replaced parts become the property of Corero. All part(s) issued for a return material authorization (RMA) are to be returned to Corero within ten (10) business days of receipt of the replacement part(s). If part(s) are not received within ten (10) business days of receipt of advanced part(s), Corero reserves the right to invoice Customer for full list price of part(s).

4.0 General Terms and Conditions

4.1 Term and Termination

4.1.1 The term of this Agreement shall begin on the Effective Date and unless terminated earlier in accordance with this Agreement, shall continue for the term specified in the Purchase Order (“Term”).

4.1.2 Corero may immediately terminate this Agreement upon delivery of written notice (including email) if the charges payable in accordance with Section 4.2 hereof are overdue and such delinquency is not remedied within ten business (10) days after Corero provides written notice to Customer.

4.1.3 If the Equipment is moved to another location without prior written notification to Corero in accordance with Customer’s Responsibility described above, then Corero may immediately terminate this Agreement upon delivery of written notice to Customer.

4.1.4 In addition to the foregoing, if either party fails to perform any material obligation under this Agreement or otherwise materially breaches this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party specifying the default (the “Default Notice”) unless (a) the default specified in the Default Notice has been cured within the thirty (30) day period, or (b) the default reasonably requires more than thirty (30) days to correct (excluding any failure to pay money) and the defaulting party has begun substantial corrective action to correct the default within such thirty (30) day period, in which case the termination shall not be effective unless the default has not been remedied and ninety (90) days have expired from the date of the Default Notice.

4.1.5 Termination of this Agreement shall be Customer’s sole and exclusive remedy for any breach of this Agreement by Corero except that Corero shall refund to Customer the charges paid for Services for the period after the effective date of termination.

4.1.6 If this Agreement is terminated by either party, neither party shall have any further obligations to the other party except that termination of this Agreement shall not constitute (i) a waiver by Corero of amounts due Corero for any Services furnished, or (ii) a waiver by Customer of its rights under Section 4.1.5 above.

4.2. Charges, Payment and Tax

4.2.1 Customer shall pay Corero the fees and charges set forth in the accepted Purchase Order; provided that Corero may increase such charges upon renewal of the then-current Term, by providing the Customer at least thirty (30) days advanced notice. Corero shall not increase the charges by more than 5% annually. The annual charge for each Renewal Term shall be invoiced in advance of the expiration of each then-current Term.

4.2.2 Payment terms are net thirty (30) days from the invoice date and are subject to Customer maintaining satisfactory credit with Corero. A late charge of the lesser of two percent (2%) of the outstanding amount per month or the maximum rate permitted by law shall be charged to Customer on past due accounts. All charges shall be invoiced and paid in United States Dollars. In the event that Customer allows the Services to lapse with regard to any Product(s) and Customer subsequently wants to reinstate Services, Corero shall charge a fee for reinstatement in an amount equal to 125% of the fees that would have been payable had Services remained in effect, plus full payment for the pending services period.

4.2.3 The charges and fees hereunder are exclusive of all taxes, duties and charges imposed or levied in any applicable jurisdiction in connection with the provision of Services. Customer shall be liable for any such taxes, duties or charges, other than taxes based on Corero’s net income.

4.3. Warranties

4.3.1 Corero warrants that the Services shall be provided in a professional and workmanlike manner, in accordance with the description provided herein.

4.3.2 THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE PROVIDED BY CORERO. CORERO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO GUARANTEE OR IMPLY THAT THE OPERATION OF THE SERVICES OR COVERED PRODUCTS (i) WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT THE COVERED PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS OR ATTACKS, (ii) SECURITY THREATS, MALICIOUS CODE AND/OR VULNERABILITIES WILL BE IDENTIFIED AND BLOCKED, (iii) THE OPERATION OF THE SERVICES OR COVERED PRODUCTS WILL RENDER CUSTOMER'S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS OR OTHER SECURITY BREACHES, (iv) THERE WILL BE NO FALSE POSITIVES.

4.4. Limitations

4.4.1 IN NO EVENT (i) SHALL CORERO'S LIABILITY FOR ANY DAMAGES EXCEED THE TOTAL AMOUNT OF FEES PAID HEREUNDER, FOR THE PRECEDING TWELVE MONTH PERIOD, FOR THE SPECIFIC SERVICES WHICH DIRECTLY CAUSED SUCH DAMAGE, OR (ii) SHALL CORERO OR ITS SUBCONTRACTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA), WHETHER THE CLAIM IS BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

4.4.2 Customer acknowledges that the information, data and other analysis ("Data") provided by Corero as part of the Services is intended for use only with and as part of the Services. Such Data is not warranted for use for any other purpose or to be error free. If Customer uses the Data for any other purposes, Customer will indemnify, defend and hold Corero, its affiliates and their respective directors, officers, employees, agents and representatives, harmless from and against any and all third party claims, suits, actions, proceedings, damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or relating to any such use, including but not limited to, reliance on any such Data for claims or actions against any third parties.

4.4.3 Customer acknowledges that Corero has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth above, and that the same form an essential basis of the bargain between Customer and Corero. Customer and Corero agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

4.4.4 No action, regardless of form, arising out of, or in any way connected with the Services provided under this Agreement may be brought by either party more than one (1) year after the claim on which the action is based occurred, except that actions for nonpayment of amounts owing to Corero hereunder may be brought at any time.

4.5. General Provisions

4.5.1 Corero shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war or the inability to obtain sufficient supplies, transportation, or other essential service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (each a "Force Majeure Event"); provided that, (a) Corero

gives prompt written notice thereof to Customer; and (b) Corero takes all reasonable steps to mitigate the effects on Customer of the Force Majeure Event.

4.5.2 Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any term. The provisions of these Terms and Conditions are declared to be severable. If any provision of these Terms and Conditions is held to be unenforceable or invalid, the remaining provisions shall be given full effect, and the parties agree to negotiate, in good faith, a substitute valid provision that most nearly approximates the parties' intent.

4.5.3 This Agreement makes up the complete and exclusive agreement for the Services and supersedes and replaces all prior or contemporaneous representations, understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting and/or additional terms or conditions contained on printed forms such as purchase orders, sales acknowledgments or quotations. Only a written instrument signed by authorized representatives of Customer and Corero may modify this Agreement.

4.5.4 Except for the right to receive monies due or to become due, neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Corero reserves the right to assign any service obligation to its authorized resellers or subsidiaries and to subcontract any of its obligations under this Agreement, but Corero will remain primarily liable for such assigned or subcontracted performance. Notwithstanding the foregoing, no such consent is required if Corero assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets to any third party who assumes the obligations of this Agreement.

4.5.5 It is acknowledged and agreed that Corero's relationship with Customer is at all times hereunder an independent contractor. Corero shall have no authority to act on behalf of, or legally bind Customer, and Corero shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

4.5.6 All notices under this Agreement shall be in writing and shall be sent to the parties at their respective addresses - in the case of Corero the address listed on the first page of this Agreement and in the case of Customer the address on the purchase order - by registered or certified mail, postage paid. Notices shall be deemed effective when received.

4.5.7 Customer shall not solicit, induce, recruit or encourage any person employed by Corero or engaged by Corero to provide the Services hereunder to terminate his or her employment or engagement with Corero.

4.5.8 In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

4.5.9 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (without regard to its Conflict of Laws principles). Each of the parties hereto hereby irrevocably consents to submit to the sole and exclusive jurisdiction of the state and federal courts located within Boston, Massachusetts for any disputes among the parties hereto arising out of or relating to this Agreement. The application of the United Nations Convention of Contracts for the Sale of Goods is expressly excluded.