

SecureWatch™ PLUS – Service Description and Agreement

This SecureWatch PLUS 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 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 SECUREWATCH PLUS SERVICES FROM CORERO SHALL RECEIVE THE SERVICES 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 SECUREWATCH PLUS 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 3 of the Terms and Conditions below), Corero agrees to provide to Customer, and Customer agrees to pay for, the Services. Such Services shall employ the Corero product family as set out in the SecureWatch Access Authorization Form (the “Equipment”).

1.0 Pre-requisites

In addition to the Equipment and customer-provided servers, in order for Corero to deliver the Services, Customer must have purchased the following Corero products and services for each of the Corero devices comprising the Equipment: Controller Software; an active Software Subscription Services agreement; and an active Threat Update Services agreement for each of the Corero devices listed as part of the Equipment.

2.0 Initiation Services

- A. Corero Customer Services will audit Customer’s IT environment and standard customer IP traffic patterns in order to establish a baseline.
- B. Corero Customer Services will create and deploy a defensive configuration (“Defensive Configuration”) based on results of the audit for the Equipment deployed at the specified Customer location based on Customer’s security policy, business objectives and DDoS and cyber threat defense best practices.
- C. Corero Customer Services and Customer shall collaboratively establish a coordinated DDoS and cyber threat response plan for timely and effective actions that ensure high availability of critical systems and applications in the event of an attack (the “Response Plan”).
- D. Corero Customer Services and Customer will agree on and document the change management process to be adopted for the Equipment (“Change Management Process”).

3.0 Ongoing Services

Corero Customer Services will deliver the following services on an ongoing basis during the Term:

- A. Install all software updates for deployed Corero products in accordance with the Change Management Process.
- B. Distribute Threat Update Service and Premium Threat Update Protection Packs to the Equipment in accordance with the Change Management Process.
- C. Implement actions described in Threat Update Security Advisories in accordance with the Change Management Process.
- D. Initiate the Advanced Hardware Replacement (AHR) process, if subscribed to by the Customer, in the event of a hardware failure.
- E. Deliver e-mail reports of the standard weekly configuration, performance, fault and security activity including:
 - Device status
 - Security Protection Pack status
 - Software Upgrade availability
 - Uptime summary
 - Analysis of base line DDoS rates
 - Service request(s) status
 - Malicious Activity Summary
 - Top Sources of Attack
 - Top Destinations of Attack
 - Volumetric Security Events
 - Top 25 Rules Blocked
 - Detailed Threat View
 - Security in the news

- F. Ongoing collaboration and communication between Corero Customer Services and Customer to ensure up-to-date defenses in the face of evolving threats and a dynamic end-user environment.
- G. Corero device system monitoring, on a 24x7 basis, to deliver real-time alerting to Customer.
- H. If/once Customer’s Equipment is under attack, Corero’s SecureWatch Analysis Team (“SWAT”) will initiate the DDoS and cyber threat Defense Response Services as defined below.
- I. Maintain at least monthly bi-lateral communications between Corero Customer Services and Customer to include:
 - o Customer awareness of latest general DDoS and cyber threat activity
 - o Maintenance of documentation describing Customer IT environment
 - o Maintenance of Defensive Configuration
 - o Review and validation of the ongoing applicability of the Response Plan

4.0 DDoS Defense Response Services

- A. Corero Customer Services shall use all commercially reasonable efforts on a 24x7x365 basis to provide support and coordination, according to the Response Plan, to mitigate the DDoS attack and/or cyber threats, with the following objectives:
 - i. Minimal impact to Customer major business operations
 - ii. Only occasional or intermittent instabilities of Customer core business functions
 - iii. Limited Customer traffic impact, loss of connectivity or security exposure

All Mitigation efforts defined above and the results of such efforts are limited to and by (1) product capabilities as documented in the Corero Product specifications, (2) deployment location or configuration limitations and/or (3) network bandwidth, in the case of DDoS attacks and/or cyber threats that are beyond the capacity of Customer subscribed network bandwidth.

- B. Corero Customer Services shall deliver mitigation support according to the following specific commitments:

Initial Response to Attack	Maximum Reporting Interval	Corero Engagement
< 30 minutes	Every 2 hours	Ongoing commercially reasonable engagement until mitigation

- C. Corero Customer Services will deliver a post-incident report containing an assessment of the DDoS attack and/or cyber threats, impact and recommended measures to improve preparation for and response to possible future attacks.

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.

5.0 Customer Responsibilities

In order for Corero to deliver the Services, Customer shall provide and perform the following:

- A. Complete and execute the SecureWatch Access Authorization Form and return it to Corero.

- B. Provide Corero Customer Services with ongoing remote access to the Controller server and the Equipment. If the means for Corero to access any or all of the Equipment changes, Customer shall provide Corero with one week prior written notice communicated to Corero Customer Services.
- C. Provide Corero Customer Services with Customer’s standard operating procedures, if any, for change management of the Equipment. Mutually agree with Corero on how this process will operate for the provisioning of the Services.
- D. Provide Corero Customer Services with a Customer contact list including names and contact information (phone and email) (1) for reporting purposes and (2) for escalation of issues necessary for the successful delivery of the Services.
- E. Make necessary arrangements to work cooperatively with Corero Customer Services in the isolation and resolution of reported service requests.
- F. Provide reasonable change management notification for server assets being protected by the Equipment or any network or security technology that interfaces with or otherwise impacts the Equipment.
- G. Provide all necessary information on Customer environment including security policy, business objectives, server configurations and applications usage baseline.
- H. Provide Corero Customer Services at least thirty (30) days advance written notice of its intention to move the Equipment 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
- I. Work with Corero Customer Services to define a DDoS and cyber threat Response Plan.
- J. Engage in bi-lateral communications with Corero Customer Services, at least monthly, to include:
 - i. Corero Customer Services awareness of changes to Customer environment
 - ii. Review and validation of the ongoing applicability of the DDoS and cyber threat Response Plan
- K. Ensure 24x7 availability of a named Customer contact in the event of a DDoS attack and/or cyber threats, to deliver Customer specific aspects defined within the Response Plan, until mitigation of the DDoS attack and/or cyber threats.
- L. Customer contact availability is defined according to the following Customer commitment:

Initial Availability subsequent to an Attack	Maximum Response time for Customer actions within DDoS Response Plan execution	Customer Engagement
< 1 hour	< 1 hour	Ongoing commercially reasonable engagement until mitigation

Terms and Conditions

1. **Acceptance of Terms & Conditions**

These terms and conditions form an integral part of the SecureWatch PLUS 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).

2. **Provision of Services**

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 above, and Customer acknowledges that its failure to comply with its responsibilities may prevent Corero from delivering the Services.

3. **Term and Termination**

3.1 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"). The term shall automatically renew for additional one-year Renewal Terms, unless either Party give notice, prior to the anniversary date, of its intent not to renew.

3.2 Corero may immediately terminate this Agreement upon delivery of written notice (including email) if the charges payable in accordance with Section 4 hereof are overdue and such delinquency is not remedied within ten business (10) days after Corero provides written notice to Customer.

3.3 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.

3.4 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.

3.5 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.

3.6 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 3.5 above.

4. **Charges, Payment and Tax**

4.1 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 Customer at least thirty (30) days advanced notice. The annual charge for each Renewal Term shall be invoiced in advance of the expiration of each then-current Term.

4.2 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.

4.3 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.

5. **Warranties**

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

5.2 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.

6. **Limitations**

6.1 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.

6.2 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.

6.3 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.

6.4 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.

7. **General Provisions**

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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 the 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.