

Hardware and Software Maintenance and Support Services

Description of Services

Corero's Hardware and Software Maintenance and Support Services are set out in the Corero Product Support Guide which can be accessed on the Corero web site

<https://www.corero.com/support/end-user-agreements.html>

Defined terms in this document have the same meaning as in the Corero Product Support Guide and Equipment and Service Purchase Agreement.

1.0 Service-Specific Terms and Conditions

1.1 Equipment and Software

The Services are rendered to support the Equipment and Software. Unless otherwise agreed by the parties and with the exception of the SecureWatch Managed Service (or any other similar successor service), Customer is required and expressly agrees and acknowledges that all Equipment and Software 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 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 Equipment and if Customer is found to be in violation of the requirement to maintain 100% of Equipment under the Services purchased then that shall be deemed a breach of this Agreement and subject to the provisions of Section 5.2 of this Agreement. Notwithstanding the foregoing, Customer may maintain less than 100% of the Equipment with respect only to the Advanced Hardware Replacement service.

1.2 Eligibility of Products

Equipment and Software shall be eligible for Services under this Agreement so long as (i) the Software meets Corero's specified Minimum Revision Level (as defined herein); (ii) Hardware and Software is unmodified by Customer unless done so at the express direction of Corero; (iii) the Products were legally purchased from Corero or one of Authorized Partners and the purchase is covered by a valid software license between Customer and Corero; and (iv) the Hardware and/or Software was covered by an applicable effective Service contract. Products which lapse coverage from an applicable Service contract 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 have been paid by Customer.

Other products, including products not purchased directly from Corero or an Authorized Partner may be included under this Agreement upon express written agreement of the parties. Unless otherwise agreed by the parties, 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.

1.3 Minimum Revision Levels

Corero, at its sole option may discontinue its obligation to provide Services for a Product or require a Minimum Software Revision be implemented. In such event, whereby the Software will no longer be supported 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 (Major or Minor Release) and the sequentially previous two (2) Minor Releases.

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

1.4 Exclusions

Services excluded from this Agreement include: (a) installation or maintenance of wiring, circuits, electrical conduits or devices external to the Equipment; (b) service required due to abnormal usage including, but not limited to, accident, fire, water damage, earthquake, lightning, misuse, negligence or other causes external to the Equipment; (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 Equipment due to alterations or modifications performed by persons other than authorized Corero personnel or service representatives; (e) service on Equipment removed from the location (e.g., street address) originally specified by Customer and/or reinstalled without the prior written approval of Corero or; (f) 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 Equipment which results from, or is caused by, the exclusions from Services identified in this Section 1.4 shall be invoiced, and paid for by Customer, at Corero's then current published rates.

1.5 Responsibility of Customer

1.5.1 Customer shall not perform, or have performed for it on its behalf, any support or maintenance services or repairs to the Equipment or Software without prior written approval by Corero or as otherwise directed by Corero.

1.5.2 Customer shall maintain the installation site in accordance with the environmental specifications of the Equipment.

1.5.3 When reasonably possible, Customer shall allow, subject to Customer's security practices and requirements, Corero remote access to the Equipment 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 appropriate on-site access to the Equipment in accordance with Customer's security and facility requirements. If Customer purchases SecureWatch Services, then Customer agrees to grant appropriate remote device access to Corero required for the delivery of such services subject to Customer's security requirements. If Customer's security requirements directly and adversely impact Corero's ability to deliver the Services and its targets, Customer shall not be entitled to terminate this Agreement.

1.5.4 As deemed necessary by Customer, Customer shall provide a storage space, a 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 Equipment. All such access shall be conditioned upon Corero's compliance with Customer's security requirements.

1.5.5 Customer shall register contacts on the Corero Support Portal in connection with the Services performed under this Agreement. Such person(s) will notify Corero of malfunctions, provide a complete description of the malfunction, including but not limited to, indicators, diagnostic dumps or statistics on the Equipment, 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 commercially reasonable efforts to attempt to determine that any reported malfunctions or errors can be replicated and if they are isolated to the Corero Equipment. 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 Equipment not supplied by Corero and Corero notifies Customer in writing of such event prior to incurring any charges and Customer agrees in writing to pay Corero to remedy the issue, then Corero may invoice Customer on a T&M basis for the reasonable work done isolating the malfunction or error.

1.5.6 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, 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 <https://support.corero.com>. Full access to the portal will be provided after the successful review of the information provided by Customer which review shall be completed within twenty-four (24) hours of submission of such information.

1.6 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 Equipment (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 not under common ownership or control with Customer without Corero's prior written consent. Corero may remove such Support Material upon the expiration or termination of this Agreement.

1.7 Movement of Equipment

1.7.1 Customer shall provide Corero 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. Failure to give such notice shall not constitute a breach of this Agreement. If failure to deliver such notice directly and adversely impacts Corero's ability to deliver the Services, Customer shall not be entitled to terminate this Agreement for such non-delivery.

1.7.2 Customer may request that Corero move the Equipment to another location. Customer shall pay for the removal and supervision of Customer's packing and unpacking of the Equipment, and reinstallation at Customer's destination site at Corero's then current charges for such Services. Equipment 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 Equipment subjected to an emergency move.

1.8 Software Updates

Subject to the terms and conditions hereunder, Corero grants to Customer a non-exclusive, non-transferable limited license to use Major Software Releases, Minor Software Releases and Maintenance Software Releases or functionality which Corero makes available to all of its customers, in accordance with the License Scope and for the Subscription Term purchased by Customer, at no additional cost provided under this Agreement (in object code only) solely for Customer's internal business purposes and that of entities under common ownership or control with Customer. For purposes of clarification, Software Updates do not include Major Software Releases or any software, functionality, features, products, services or other technology for which Corero charges a separate purchase price and markets as a separate product. Customer shall not make the Software 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.

1.9 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).