CacheGuard Support Services Agreement - V1.4

Agreement made by and between: the individual or entity (hereinafter called 'the Client' of the one part) that has ordered technical support services from CacheGuard Technologies Ltd. and CacheGuard Technologies Ltd. (hereinafter called 'the Supplier' of the other part) WHEREBY it is agreed as follows:

1 - Overview

This agreement applies to technical support for software products developed by the Supplier. To receive technical support as provided by the Supplier as described in this agreement, all products must be properly licensed. Technical support is provided for issues that are demonstrable in the latest release of the Supplier licensed product, running unaltered and on a certified machine. At the time of writing, a VMware VM is considered as a certified reference machine.

This agreement is subject to change at the Supplier's discretion; however the Supplier's changes will not result in a material reduction in the level of the services provided for supported products during the support period (defined below) for which fees for technical support have been paid.

2 - Support Terms and Conditions

A) Technical Contacts

The Client should designate one primary and up to two (2) backup individuals per license set, to serve as liaisons with the Supplier. The Clients' contacts are the sole liaisons between the Client and the Supplier for technical support services. The Client technical contacts must have, at a minimum, intermediate technical skills related to the supported product. The Clients' technical contacts must be knowledgeable about the Supplier supported products in order to help resolve issues and to assist the Supplier in analysing and resolving technical support requests. To avoid interruptions in support services, the Client must notify the Supplier whenever technical contact responsibilities are transferred to another individual.

When submitting a technical support request, the Client's technical contact must have a baseline understanding of the problem he is encountering and an ability to reproduce the problem in order to assist the Supplier in diagnosing and tracing the problem.

B) Technical Support Scope

The scope of support services is a single product licensed by the Supplier and identifiable by one or several serial numbers. Depending on whether the Client purchases a standard or enterprise product license, he should purchase one support service per licensed product or a single enterprise support service for all installations of the supported enterprise licensed product.

The technical support as described in this agreement, expressly **concerns technical issues, bugs or any other problem considered as an anomaly** and in total contradiction with technical information given in the Supplier's documentation. The technical support should NOT be considered as a service agreement including but not limited to: technical architecture design, solution implementations, product configurations, security rule design and applications and/or systems audit.

The support services enable the Client to submit a limited number of technical anomalies depending on the technical support level underwritten. Technical support levels are described later in this document.

C) Support Period

Technical support is effective upon the effective date of the Client's order unless stated otherwise in the order. Unless otherwise stated in the order, the Supplier's technical support terms, including pricing, reflect a 1-month or 12-month support periods. Once placed, the Client's order for technical support services can't be cancelled and the sums paid are not refundable, except as provided in the relevant order. The Supplier is not obligated to provide technical support beyond the end of the support period and/or the validity of licensed products subscription period.

In the case where the support period is 1-month and the Client consumes its total number of allocated anomaly submissions before the anniversary date of that support contract, and if the support contract is cancelled and then renewed for the same licensed product, new anomaly submissions will be suspended until the anniversary date of previous cancelled support contract.

D) Maintenance Releases

Maintenance release means a subsequent update of the product which the Supplier generally makes available for products licensed to the Client at no additional license fee, other than shipping charges if applicable, provided the Client has ordered a technical support offering that includes software updates for such licenses for the relevant time period. Maintenance releases do not include any release, option or future software that the Supplier licenses separately. Maintenance releases are provided when available (as determined by the Supplier) and may not include all versions previously available for a product acquired by the Supplier. The Supplier is under no obligation to develop any future software or functionality. Any updates are made available to the Client for download. **The client shall be responsible for downloading, copying and installing the updates**.

In order to provide technical support the Supplier may ask the client to update a product to its latest stable maintenance release and the Client shall accept to fulfil the Supplier update request.

E) First and Second Line Support

The Client is required to establish and maintain the organisation and processes to provide "First Line Support" for the supported product directly to its users. First Line Support shall include but not be limited to: a) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported product, b) a direct response to users with respect to problems or issues with the supported product, c) a diagnosis of problems or issues of the supported product, and d) a resolution of problems or issues of the supported product. If after reasonable commercial efforts the client is unable to diagnose or resolve problems or issues for the supported product, the Client may contact the Supplier for "Second Line Support".

The Client shall use commercially reasonable efforts to provide the Supplier with the necessary required information to provide Second Line Support. Second Line Support shall consist of: a) a diagnosis of problems or issues of the supported product and b) reasonable commercial efforts to resolve reported and verifiable errors in supported products so that such supported products perform in all material respects as described in the associated documentation. Pending the total resolution of the issue, the Supplier may recommend specific configuration changes to assist the Client as a workaround and the Client shall accept to apply those new configurations in the meanwhile.

F) Third Party Vendor Specific Support Terms

The Client must remain on a supported environment to receive technical support. If a vendor retires support for its product, the Client may be required to upgrade to a current certified and supported product to continue receiving technical support services from the Supplier.

G) Conditions to ask for the Technical Support

In order to ask for the technical support the Client shall create an incident ticket on the official support portal of the Supplier. As the time of writing, the Supplier's official technical support portal is http://support.cacheguard.net. In order to login to the support portal, credentials are provided to the Client once the technical support agreement takes effect.

In order to ease his technical intervention, the Supplier may ask the Client to fulfil all conditions including but not limited to: full remote access (even root access) on supported licensed products, access to configuration files and access to any files interacting with the supported product. The Client shall accept to fulfil the Supplier technical support conditions.

The Supplier expressly disengages to intervene on non-accessible machines running supported product because of unknown reasons including but not limited to: hardware issues, network connectivity issues, loss of passwords. In extreme cases the Supplier may ask the Client to install the supported product from scratch on a new machine. The Client shall remain solely responsible of restoring or reconfiguring a freshly installed supported product.

If necessary the Supplier may ask the Client to telephone him at the Supplier's convenience. As the time of writing, the only used language for the technical support is English.

When an incident ticket is created a severity is associated to it. The incident severity may be submitted by the Client but can be reviewed by the Supplier according to severity definitions below:

Emergency: the Client's production use of the supported product is stopped or so severely impacted that he can't reasonably continue work.

High: the Client experiences a severe loss of service related to the supported product. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Normal: the Client experiences a temperate loss of service related to the supported product. The impact is an inconvenience, which may require a workaround to restore functionality.

Low: the Client requests information, an enhancement, or documentation clarification regarding the supported product but there is no impact on the operation of the supported product. The Client experiences no loss of service. The result does not impede the operation of a system.

H) Technical Support Fees

Technical support fees are due and payable monthly or annually in advance of a support period, unless otherwise stated in the relevant order or agreement with the Supplier. The Client payment or commitment to pay is required to process its technical support order with the Supplier. An invoice will be issued only upon receipt of the Client's commitment to pay, and will be sent to a single billing address that the Client designate. Failure to submit payment will result in the termination of

technical support services.

I) Support Limitations

Products commercialised by the Supplier are the result of mere aggregation of Open Source software developed by his own care and Open Source (as OSI definition) software developed by third parties. The Supplier's liability is limited to software developed by his own care only. However the Supplier may work on the resolution of issues related to third party software in best effort mode and/or challenge developers of third party software to resolve or find a workaround solution. Unless otherwise stated, the technical support applies to software products only even if the Client purchased an integrated solution including a hardware machine.

Technical Support Levels

Three technical support levels are available: the basic, the standard and the premium support. The table below gives details of those support levels:

Basic Plan 100	Basic	**Standard**	**Premium**
Technical Forum Access(1)	**Yes**	**Yes**	**Yes**
Free Maintenance Releases	**Yes**	**Yes**	**Yes**
Ticketing Support Access(2)	No	**Yes**	**Yes**
Support Delay Commitment	No	**Yes**	**Yes**
Email Support(2)	No	No	**Yes**
Free New Releases	No	No	**Yes**
Anomaly Submissions(3)	0	3 per year	5 per year
Support Hours(4)	Business Hours	Business Hours	Business Hours
Ticketing Response Delay	*NA*	Next Business Day(5)	10 H

(1) Free for all via the Technical Forum.
(2) The Email and Ticketing supports are destined to submit anomalies only.
(3) The number of anomaly submission is associated to a unique S/N and is available for non expired license only.
(4) Our Business hours: Mon - Fri, 9:30 am - 05:30 pm - Our hours are based on the CET (Central European Time).
(5) A business day means any day other than a Saturday, Sunday or bank holiday.