



MAINTENANCE AND SUPPORT PROGRAM

Depending on which Maintenance and Support option Customer has purchased, Customer will be provided one of the following: Annual Protection Program; Software and Support (7x24) Subscription Services; or Support (7x24) Subscription Services.

1- Annual Protection Program includes:

- I. Unlimited Phone and Email Support
- II. Unlimited Software Upgrades
- III. Advance Hardware Replacement

2- Software and Support (7x24) Subscription Services includes:

- I. Unlimited Phone and Email Support
- II. Unlimited Software Upgrades

3- Support (7x24) Subscription Services includes:

- I. Unlimited Phone and Email Support

Description of Services:

- I. Unlimited Phone and Email Support:

CloudShield will provide Customer with technical support services for program errors not resolved by Customer in accordance with this Agreement. This support includes call receipt, call screening, problem identification and diagnosis, efforts to create a repeatable demonstration of any program error and, if applicable, the replacement of any defective media and/or distribution of any updates. Such support also includes commercially reasonable efforts to identify defective source code and to provide corrections, workarounds and/or patches to correct program errors as set forth further herein. CloudShield will make commercially reasonable efforts to correct program errors that Customer identifies and reports directly to CloudShield and that CloudShield substantiates.

The procedure for handling program errors identified by Customer that appear to require a code fix by CloudShield is as follows: (a) CloudShield logs a trouble ticket from Customer and attempts to replicate the problem internally; (b) CloudShield will thereafter respond to these results with a technical support request identification number, resolution plan, and estimated time to fix; (c) CloudShield will use commercially reasonable efforts to resolve each significant program error by providing a reasonable workaround, a code patch, incorporation of a correction in a subsequent Update or release, or a specific action plan for how CloudShield will address the problem and an estimate of how long it will take to rectify the problem.

In order for CloudShield to provide the technical support as set forth in this section, it may be necessary for Customer to provide to CloudShield either remote access to the Customer's platform and/or applications, or a duplicate of the platform and/or application itself (which CloudShield can use in its facility), including but not necessarily limited to all software and hardware related to such platform or application.

CloudShield will also provide reasonable email assistance in response to technical inquires from Customer's designated technical liaison about the use, function and operation of the Hardware, Software and/or related documentation.



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II. Unlimited Software Upgrades:

CloudShield will provide to Customer all updates and upgrades to Software licensed by Customer that are made generally available to CloudShield's supported Customers upon request. The expenses of any such distribution will be paid by CloudShield.

III. Advance Hardware Replacement:

Hardware suspected as defective must first be reported to CloudShield's Customer Service department. If the CloudShield's Customer Service Agent determines that the hardware is faulty, Customer will be provided an advance hardware replacement unit and a Return Material Authorization (RMA) number. After obtaining the advance hardware replacement unit, Customer will send defective Products to a repair facility designated by CloudShield, with the RMA number clearly marked on the shipping container and a written description of the failure noted and shipped with the Product. Such shipment of defective Products will be in the Products' original shipping container or in a container that provides equivalent protection. Each failing unit exchanged for a fully working advance hardware replacement unit will become the property of CloudShield.

LIMITATIONS ON MAINTENANCE AND SUPPORT:

CloudShield will not be required to provide Maintenance and Support (a) with regard to any version of the Hardware or Software, other than CloudShield's then latest release of such Hardware or Software, after one year following the release of a new version of such Hardware or Software, (b) if Customer has not paid the applicable Maintenance and Support fees, (c) if Customer is in breach of the underlying license agreement, (d) with respect to any unauthorized use of the Hardware or Software, or any use not in accordance with the applicable documentation, (e) with respect to any use of the Hardware, Software or documentation on or with any platform (hardware or software) not specified in the documentation or otherwise approved in writing by CloudShield, and (f) with respect to any error, nonconformance or damage caused by any abuse, misuse, neglect (other than by CloudShield), or acts of God, war or civil unrest, governmental action, or third-party act, error or omission. CloudShield will not be required to correct any program error (i) that results from any alteration, modification or enhancement of the Hardware, Software or documentation or the integration or incorporation with or the attachment of a feature, program, or device to the Hardware, Software, or Documentation, or any part thereof, not created or performed by CloudShield, (ii) due to use of defective media (other than media provided by CloudShield) or defective duplication (not created or performed by CloudShield) of the Hardware, Software or documentation, or (iii) if Customer refuses to incorporate any update or error correction provided by CloudShield. Notwithstanding the foregoing, Customer will be allowed to purchase custom maintenance and support for Software versions that are otherwise unsupported under CloudShield's standard maintenance and support options.

As a further condition to CloudShield providing Maintenance and Support, Customer will pay to CloudShield additional fees calculated at CloudShield's then standard rates for consulting, development and/or maintenance and support services performed in connection with (a) Customer's requests for reported program error corrections, or requests for service, that are later determined to have been outside the scope of CloudShield's obligations hereunder, and (b) reported program errors that are later determined not to have been program errors, but rather errors caused by hardware or software not supplied by CloudShield.