



Maintenance, Support & Educational Services Schedule  
(M&S v15-May-17)

1. Definitions.

“Relief Goal” shall mean the targeted result of effort to provide Customer with an error correction, which may be considered a “temporary fix”, which shall consist of sufficient programming or operating instructions to implement such error correction.

“Resolution Goal” shall mean the targeted result of effort to provide Customer with a solution, which shall resolve the issue, so long as Customer stays current with the applicable Functional Versions, upgrades and updates and has installed the newest or previous two (2) versions of the Software; provided, however, that Customer may be required to install the current or future Functional Version in order to effectuate such solution.

2. Support Levels & Resolution Goals.

2.1 Support Hours. Core shall provide support to the Customer twenty-four (24) hours a Calendar Day, seven (7) Calendar Days a week, and three hundred and sixty-five Calendar Days a year (24 x 7 x 365) for Severity 1 Critical issues. Core shall provide support to Customer for Severity 2, 3, 4 and 5 issues twelve (12) hours a day, five (5) days a week, from 7:00 AM to 7:00 PM EST, Monday through Friday, excluding Core’s recognized holidays. Customer can reach Core Support by calling 1-678-304-4485 or *via* Core’s customer community portal site (collectively referred to as “Core’s Help Desk”), which includes a knowledgebase of frequently asked questions, accessible 24 hours x 7 days a week x 365 days a year.

2.2 Support Services.

(a) Customer shall have access to all updates, version releases, upgrades, and enhancements to the licensed Software that are not designated by Core as new products or modules for which it charges a separate fee.

(b) When Customer refers Software problems to Core, Customer will be provided with a case number and a Priority Level as further indicated in Table I “Severity Matrix”. Core shall provide Customer caller a verbal status, disposition or resolution of the reported problem within two (2) hours of notification for Priority Level 1 issues.

(c) Support may be provided by Core’s staff or other qualified partner personnel. This includes, but is not limited to: (i) assistance in the diagnosis and resolution of Software problems and assistance in expediting priority replacement software required on an emergency basis; or (ii) routine assistance in the support of the initial implementation of newly developed Software updates and upgrades to the Software.

(d) Only Devices that have been provided by Core to Customer shall be eligible for Support Services. Computer equipment and/or appliances obtained, licensed and/or purchased by Customer from third party vendors shall not be eligible for any Maintenance Services contemplated herein and all maintenance, support and/or technical services with respect to such computer equipment and/or appliances obtained from a third party vendor, shall be the sole obligation of Customer. Core shall have no responsibility for any failures or defects in the Devices that are caused by (i) the negligence, act or omission of Customer, its employees or third parties, (ii) modifications to the Device by any person other than Core or its authorized agents or subcontractors, (iii) neglect, accident or misuse of the Device; or (iv) relocation or the addition of accessories, attachments or other devices to the Device.

(e) Customer may return defective Devices to Core which are covered by Section 6.3 “Hardware Warranty” of the Agreement; provided, that Customer first requests and obtains from Core a Return Materials Authorization (RMA) number. The issuance of an RMA shall not be deemed an admission that the Devices is defective. Core shall repair or replace defective Devices, at Core’s discretion. Customer is responsible for all costs of shipping and insurance for the return of the Devices to Core, and Core will pay all costs of shipping and insurance for the return of the Devices to Customer. Customer agrees that Core may perform remote testing on such Hardware prior to the issuance of an RMA number.

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Table I “Severity Matrix”

<u>Severity Level</u>	<u>Severity</u>
P1 “Critical”	Applicable to Identity/Access and Network programs.  A business-critical software component is inoperable. This only applies to standard product capabilities deployed in a production environment and having been successfully functioning prior to the issue arising. This indicates that the application is fully unusable, causing critical impact.
P2 “Major”	Applicable to Identity/Access, Network, and Vulnerability programs.  A business-critical software component is inoperable. This only applies to standard product capabilities deployed in a production environment and having been successfully functioning prior to the issue arising. This indicates that the application is mostly unusable, causing major impact.
P3 “Moderate”	Applicable to Identity/Access, Network, and Vulnerability programs.  A standard software component in the production environment is severely restricted in its use, causing moderate impact.
P4 “Minor”	Applicable to Identity/Access, Network, and Vulnerability programs.  A non-critical software component is malfunctioning in the production environment causing moderate to minor impact.
P5 “Low”	Applicable to Identity/Access, Network, and Vulnerability programs.  A non-critical software component is malfunctioning in the production environment causing low impact or a non-technical request is made.

Table II “Response Matrix”

<u>Priority</u>	<u>Contact Goal(s)</u>	<u>Relief Goal(s)</u>	<u>Resolution Goal(s)</u>	<u>Contact Method(s)</u>
P1 “Critical”	1 Hour	3 Business Days	30 Calendar Days	Telephone only
P2 “Major”	2 Hours	3 Business Days	60 Calendar Days	Telephone only



P3 "Moderate"	4 Hours	15 Business Days	90 Calendar Days	Telephone only
P4 "Minor"	2 Business Days	Not Applicable	Future Product Version	Telephone & Website Portal
P5 "Low"	4 Business Days	Not Applicable	Future Product Version	Telephone & Website Portal

3. Escalation Policy.

3.1 Contact. Customer has contacted Core, as indicated in the Contact Method section of Table II "Response Matrix" to begin diagnosing a problem. Support requests categorized as Priority 1 "Critical", Priority 2 "Major", or Priority 3 "Moderate" can only be initiated to Core's Customer Support *via* telephone.

3.2 Contact Escalation. In the event Customer has not been contacted by Core regarding a Priority 1 "Critical" or Priority 2 "Major" support requests, then Customer problem shall be escalated within Core's management.

3.3 Customer Collaboration & Remote Access. Problem resolution generally requires collaboration between Core and Customer staff in order that Core be able to monitor, analyze, and modify Customer's systems that are exhibiting the reported problem. If timely information is not provided to Core by Customer, the Relief and Response Goals in Table II "Response Matrix" shall not apply.

4. Maintenance Services. Maintenance Services do not include services connected with relocation or network reconfiguration or services resulting from: (i) neglect, gross neglect, misuse, and/or accidental damage to the Software; (ii) modifications or repairs performed by any other party that is not authorized by Core; (iii) correction of defects arising from the failure of Customer to provide and maintain a suitable installation environment including but not limited to proper electrical power, air conditioning, or humidity control; (iv) inadequate or improperly configured servers, networks, storage, and other underlying infrastructure supporting the execution of the Software; and/or (v) the support of the Software for purposes other than the purposes for which such Software was designed.

5. Data Sharing. Customer understands that certain Software licenses (i.e., Network Programs) hereunder collects various data including, but not limited to, DNS or network traffic patterns and other data or information relating to malicious or potentially malicious activity within the customer network environment, ("Data Sharing") as further detailed in the applicable Documentation. Customer acknowledges and agrees to participate in Data Sharing. Customer may notify Core in writing if at any time if it elects to either commence or discontinue Data Sharing and hereby agrees to pay the associated fees for not participating in Data Sharing. Customer expressly agrees that Core may use all Data Sharing information and any derivative thereof in order to analyze, assess and respond to malware and other threats, including in the course of providing services to other customers of Core; provided, however, that Core shall not disclose any Data Sharing information to other customers. Customer represents, warrants and covenants that its participation in Data Sharing does not violate any law or regulation and that it has provided any required notices to and/or obtained any required consents from its end-users for the collection, use and processing of information provided to Core pursuant to the Data Sharing arrangement.

6. Product Extensions. Customer may provide Confidential Information to Core for the purposes of Core's development of

algorithms, policies, procedures, and/or other capabilities for use by or within the Software ("Data"). With respect to any such Data provided to Core by the Customer, solicited or unsolicited, so long as the Data is not revealed, nothing in the Agreement or in the parties' dealings arising out of or related to the Agreement will restrict Core's right to derive, create, alter add-to or modify the Software by using the information and know-how gained from analyzing such Data. Nothing stated herein is intended to restrict Core's right to use, profit, distribute, disclose, publish, or otherwise exploit any such modifications, alterations or any other changes to the Software as a result of Core's use of such Data. It is specifically acknowledged and agreed between the Parties that no compensation, whatsoever, is or shall be due to Customer for any Data or use thereof.

7. Feedback. Core shall have no obligation to incorporate into the Software and/or Services any suggestions or ideas provided by Customer, directly or indirectly, related to the Software and/or Services ("Feedback") and Discloser shall have no obligation to provide such Feedback. With respect to any Feedback provided to Core by the Customer, solicited or unsolicited, nothing in the Agreement or in the parties' dealings arising out of or related to the Agreement will restrict Core's right to use, profit, distribute, disclose, publish, or otherwise exploit any Feedback. It is specifically acknowledged and agreed between the Parties that no compensation, whatsoever, is or shall be due to Customer for any Feedback or use thereof.

8. Beta Programs. Core, from time to time, will grant to Customer the right to participate in a then current Core beta testing program with respect to new Functional Releases and/or new Core products pursuant to the Core beta program's then current terms and conditions.

9. Training & Educational Services. Attendance to any of Core's Education Services offerings is strictly limited to preregistered Customer designated named individual(s). Core reserves the right to deny admittance to any individual that fails to (i) act in a professional and workmanlike manner; (ii) meet the technical skill or training prerequisites as set forth in the applicable Documentation; and/or (iii) properly register. Registrations are not transferable. All expenses incurred by such individual(s) for travel and lodging are the sole responsibility of Customer, regardless if the individual is admitted or denied admittance. Customer can only cancel or reschedule with at least fifteen (15) Calendar Day prior written notice. Customer acknowledges and agrees that all Fees are pre-paid and are required to be utilized within one (1) year of the Core invoice date.

10. Customer Responsibilities.

10.1 Training and use of Software Programs and Devices. Customer shall properly train its personnel in, the use and application of the Software and the Device on which the Software are loaded or operating. Customer shall provide adequate supervision, control and management of the use of the Software. In addition, Customer shall implement procedures for the protection of its information and the implementation of backup procedures in the event of errors or malfunction of the Software or the Device upon which the Software are loaded or operating.



9.2 Reporting. Customer shall document and promptly report to Core all errors or malfunctions of the Software. Core will provide Customer with a trouble ticket number which shall be used to track the status of each issue. Customer shall use all reasonable efforts to perform the procedures for the correction of such errors or malfunctions after such procedures have been provided by Core to Customer. Core reserves the right to close the trouble ticket if Customer does not provide appropriate information or status to Core within thirty (30) Calendar Days of receiving new Software and/or a workaround or fails to respond to a request for additional information. Customer shall maintain a current backup copy of all Software and applicable data.

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