

SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

These CipherCloud Support and Maintenance Terms and Conditions (these “Support Terms”) apply to any supported Software (defined below) that you (“You” or “Customer”) have procured from CipherCloud, Inc. (“CipherCloud”) for support or maintenance of CipherCloud’s software (“Software”). The Support Terms offered by CipherCloud hereunder are expressly conditioned on Customer abiding by the terms of the CipherCloud Technical Support Process and Procedures and applicable CipherCloud end user license agreement or other applicable license agreements entered into between the parties, which are hereby incorporated by reference into these Support Terms (the “Agreement”). In the event of any conflict between these Support Terms and the Agreement, the terms of these Support Terms shall control.

Customer acknowledges and agrees that Customer has read, understood and agreed to the terms and conditions of these Support Terms. IF YOU DO NOT AGREE WITH ALL THE TERMS, CONDITIONS AND LIMITATIONS OF these Support Terms, YOU MUST CEASE IMMEDIATELY ALL USE OF THE SERVICES. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THESE SUPPORT TERMS AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF CIPHERCLOUD SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THE SERVICES, CIPHERCLOUD’S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON CUSTOMER’S ASSENT TO these Support Terms TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER BY CIPHERCLOUD, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

In the event Customer has purchased the Products and pass-through support from CipherCloud through a CipherCloud authorized reseller (a “Reseller”), Customer will be entitled to all the rights herein set forth related to the level of service requested and paid for by it, provided Customer: (i) is the original purchaser of the covered Products; (ii) has provided true, accurate, current and complete information to CipherCloud included with its purchase; and (iii) has maintained and updated this information to keep it true, accurate, current, and complete.

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Schedule shall have the same meaning as set forth in an order form or Agreement.

1.1 “Business Day” means Monday through Friday, other than any CipherCloud holiday.

1.2 “Email Support” means technical email assistance provided by CipherCloud Technical Support Engineer to Customer’s technical support contact 24 hours a day 7 days a week for Level One support and reporting Severity Level 3 or 4 Errors. The contact address for Email Support is: support@ciphercloud.com.

1.3 “Error” means any occurrence which causes the Software not to operate in material conformance with the applicable Documentation with the Severity Levels as provided herein.

1.4 “Incident Report” means the submission made by Customer to CipherCloud for the reporting of an Error. Each Incident Report includes the following information: (i) authorized Customer support contacts; (ii) Customer’s designated Severity Level; (iii) Error description and any error messages; (iv) if applicable, logs, checklists and network diagrams; and (v) problem frequency and procedures to reproduce.

1.5 “Level One” support means: (i) providing general product information, assisting with installation and configuration; (ii) resolving known issues documented in CipherCloud’s public knowledge database and Documentation; and (iii) collecting all relevant technical problem identification information, and answering all Customer usage questions.

1.6 “Level Two” support means: (i) completing error isolation, error replication, and identifying defects in product specifications; (ii) completing lab simulation and interoperability testing; (iii) documenting errors; (iv) defining action plans; and (v) analyzing logs and traces.

1.7 “Level Three” support means: (i) diagnosing complex issues that are not already known to CipherCloud; (ii) correcting Errors and bugs; maintaining software; and providing support that requires knowledge of the source code via phone or internet.

1.8 “Previous Sequential Release” means at any time the release of Software which has been replaced by the then current release of the same Software (e.g. Software 3.0 >> 4.0). Notwithstanding anything else, a Previous Sequential Release will be supported by CipherCloud only for a period of six (6) months after release of the then current release.

1.9 “Revision” means any Update or Upgrade to the Software that CipherCloud makes generally available.

- 1.10 “Severity Level” means the four (4) levels of Error severity as defined in Section 3 herein.
- 1.11 “Support Incident” means a request for assistance to resolve a question, or problem being reported.
- 1.12 “Support Site” means the link for the support web interface that can be located at the <http://www.ciphercloud.com/>.
- 1.13 “Telephone Support” means technical support telephone assistance provided by CipherCloud Technical Support Engineer to Customer’s technical support contact for Level One support and reporting Errors of any Severity Level. The contact number for Telephone Support is: +1 (408) 520-1275.

1.14 “Update” means a generally available release of a Software modification that provides maintenance corrections or fix, which may include, but is not limited to, Error correction, that is designated by means of a change in the digits to the right of the first decimal point in the Software version number (e.g. Software 3.1.0 >> Software 3.1.1).

1.15 “Upgrade” means a generally available release of the Software that incorporates feature or function enhancements or extension designated by means of a change in the digits to the right of the first decimal point in the Software version number (e.g. Software 3.1.0 >> Software 3.2.0) or a change in the digits to the left of the first decimal point in the Software version number (e.g. Software 3.1.0 >> Software 4.0.0).

2. **Support Service Tiers.** Support Services shall be for the then current release of the Software and the Previous Sequential Release.

- 2.1 **Premium.** Premium Support Services shall include:
- Access to and delivery of CipherCloud Support Services 24 hours a day 7 days a week until Error is resolved.
 - Access to and delivery of Updates and Upgrades.
 - Unlimited number of Incident Report submissions.
 - Customer portal access for additional Error reporting and follow up of any Severity Level.

- 2.2 **Standard.** Standard Support Services shall include:
- Access to and delivery of CipherCloud Support Services from 7 AM to 5 PM PST until Error is resolved.
 - Access to and delivery of Updates and Upgrades.
 - Unlimited number of Incident Report submissions.
 - Customer portal access for additional Error reporting and follow up of any Severity Level.

3. **Severity Levels.** Incident Reports for all Severity Level 1 and 2 Errors must be reported by phone. Incident Reports for Severity Level 3 and 4 Errors may be reported by phone or by email or via Customer Portal. CipherCloud will exercise commercially reasonable efforts to correct any Error submitted by Customer in an Incident Report in accordance with the following Severity Level definitions:

SEVERITY LEVEL	DESCRIPTION	STANDARD RESPONSE TIME	PREMIUM RESPONSE TIME	RESOLUTION COMMITMENT
1	An Error causing a critical business impact to Customer due to a complete loss of service in a production environment.	1 Business Day	4 hours	CipherCloud will commit Level Two/Three resources to resolve. Customer shall commit the full-time resources during the hours of coverage to resolve the Error.
2	An Error causing a serious business impact to Customer due to a significant loss of service in a production environment.	2 Business Days	24 hours	CipherCloud will commit Level Two/Three resources to resolve. Customer shall commit the necessary resources during the hours of coverage to resolve the Error.
3	An Error causing a minor business impact to Customer due to a minor loss of service in a production environment.	4 Business Days	2 Business Days	CipherCloud will commit Level One (and Level Two/Three as determined by CipherCloud) resources to resolve.
4	An Error causing no, or insignificant, work impediment to Customer, such as information request or report.	10 Business Days	5 Business Days	CipherCloud will commit Level One resources to resolve.

4. Customer Obligation. To enable identification and correction of Errors, Customer is required to assist CipherCloud technical support staff until the Error is resolved. Required Customer activities may include, but are not limited to, the following: (i) logging into Customer's systems for diagnosis of problems; (ii) downloading and installing of Revisions; (iii) collecting and sending system logs/files to CipherCloud; (iv) modification of Software configuration; (v) re-installation of existing Software; and (vi) assistance with installation of, and participating in, tests for Error fixes.

5. Escalation. Customer shall follow CipherCloud's escalation process and procedures ("Escalation" or "Escalated"). When Escalation for an issue with resolving an Error is reported by Customer, the following procedures shall apply:

5.1 Status Updates. Each Customer support contact shall establish a schedule of follow-up, status updated communications with their CipherCloud counterpart that shall ensure timely exchange of information.

5.2 Monitor Phase. The purpose of the monitor phase is to evaluate the Customer's environment over some period of time to verify that the Escalation has been resolved. Both parties shall co-ordinate monitoring activities and mutually agree to close the monitor phase when it is clear the problem requiring Escalation is resolved.

5.3 Closing Escalation. When both parties agree that the issue necessitating Escalation is resolved, the Escalation is closed. Each designated contact shall exchange final reports with their counterpart summarizing the Customer issues, actions taken, results of those actions, likelihood of issue recurrence, and recommended future actions.