

Equipment and Service Purchase Agreement

This Equipment and Service Purchase Agreement (“Agreement”) is made as of the Effective Date by and between the Corero entity as defined below (“Corero”) and the customer that purchases Corero Equipment and Services (“Customer”).

Recitals

- A. Corero offers hardware, software and services designed to assist in deflection and management of distributed denial of service attacks and other cyber threats;
- B. Customer desires to purchase from Corero or an Authorized Partner and Corero desires to sell to Customer directly or via an Authorized Partner certain such hardware, software and services;
- C. In consideration of the mutual promises below and other good and valuable consideration the sufficiency of which are hereby acknowledged, the parties agree to the following.

1.0 Definitions

1.1 “Authorized Partner” means a party that has contractually registered with Corero as a Distributor, Reseller, Referral Partner, or other Agent to sell and deliver Products on behalf of Corero.

1.2 “Change Management Process” means the process adopted when changes to the Equipment are necessary (software or otherwise). The Change Management Process shall be established and modified by Customer from time to time. In the event the Change Management Process prevents Corero’s ability to timely or fully perform under this Agreement, including without limitation, the ability to meet the service levels listed in Exhibit A, such failure by Corero shall not constitute a breach of this Agreement.

1.3 “Corero” shall mean the Corero corporate entity identified in the Sales Quote or Order Acceptance (each as defined below), either Corero Network Security, Inc., a Delaware corporation with its head office located at 225 Cedar Hill Street, Suite 337, Marlborough, MA 01752, United States or Corero Network Security (UK) Ltd, a company incorporated in England and Wales with registration number 04047090 with its registered office at Regus House, Highbridge, Oxford Road, Uxbridge, UB8 1HR, UK.

1.4 “Documentation” means any documentation provided by Corero to Customer, whether in hard or electronic copy, relating to any Product.

1.5 “Effective Date” means the date that Customer or Authorized Partner submits a Purchase Order to Corero.

1.6 “Equipment” shall mean any Hardware, appliance or device sold or provided to Customer by or on behalf of Corero, including without limitation, SmartWall Threat Defense Appliance and SmartWall Network Bypass Appliance and any and all components thereof.

1.7 “Hardware” shall have the same meaning as “Equipment.”

1.8 “Incident(s)” means a Customer triggered investigation resulting in the requirement for network traffic analysis, which may lead to proposed security configuration tuning that goes beyond SecureWatch Managed Service best-practices configuration. This does not include any Customer triggered investigation relating to Hardware malfunction, software bugs, or the security configuration tuning within the initial on-boarding period. Each Incident investigation and tuning is limited to a 24-hour time period from time of Customer initiation.

1.9 “Product” means individually and collectively any and all Equipment, Software and Service provided by or on behalf of Corero to Customer pursuant to this Agreement.

1.10 “Purchase Order” shall be a written order, whether hard or electronic copy, that lists Products, quantities and prices that Customer is willing to purchase from Corero that is submitted to Corero or an Authorized Partner of Corero’s by an authorized agent of Customer.

1.11 “Sales Quote” shall be a written offer, whether hard or electronic copy, that lists Products, quantities and prices that Corero is willing to sell/provide to Customer directly or through an Authorized Partner of Corero’s.

1.12 “Service” means a service provided by Corero, as detailed in the Sales Quote, pursuant to this Agreement, including if applicable SecureWatch Managed Services.

1.13 “SecureWatch Analytics” means the web-based security analytics portal and dashboards based on Distributed Denial of Service (DDoS) tailored security feeds from Corero’s SmartWall threat defense system.

1.14 “SecureWatch Maintain” means the monitoring and analytics service included with the SMUM contract.

1.15 “SecureWatch Managed Service(s)” means an optional, premium Corero SOC cyber threat monitoring and/or mitigation managed service described in Exhibit B.

1.16 “Security Operations Center (“SOC”)” means Corero’s technical support engineers and customer service and support employees.

1.17 “Software” means the object code of the software provided by or on behalf of Corero to Customer, including all updates and enhancements thereto, whether such software is imbedded in or used by any Equipment or in the provision of any Service.

2. Purchase of Equipment or Services

2.1. Customer shall evidence its intent to purchase Products by submitting a Purchase Order to Corero, either directly or via an Authorized Partner. The Purchase Order shall include the Product types by item number and description, quantities, prices, delivery locations, and requested shipment dates.

2.2. Corero shall indicate its acceptance of Customer or Authorized Partner’s Purchase Order either by accepting such

Purchase Order in writing (“Order Acceptance”) or by commencing, or continuing, to provide the Products. Any term and condition stated on such Purchase Order or any Sales Quote or other similar document that conflicts with the provisions of this Agreement shall be null and void.

2.3. The purchase price for Products shall be as set forth in the applicable Sales Quote issued by Corero to Customer or Authorized Partner. Prices set forth in a Sales Quote shall be valid and binding on Corero until sixty (60) days after the issuance of such Sales Quote, or until the expiration date set forth on such Sales Quote, whichever occurs earlier. Absent a binding Sales Quote the prices shall be those set forth in an accepted Purchase Order.

2.4. Each Purchase Order shall be subject to Corero’s or the Authorized Partner’s written confirmation and acceptance and shall not be binding upon Corero until it has been accepted. Purchase Orders must be accepted or rejected in their totality and in the event that Corero has not rejected a Purchase Order within five (5) business days of Customer’s submission, such purchase order shall be deemed accepted.

2.5. Customer shall have a right to cancel any accepted Purchase Order in the event that the confirmed shipment date is not fulfilled by Corero and the Customer does not agree to any rescheduled shipment date.

2.6. All Equipment shall be shipped by Corero FOB: Shipping Point or Ex Works.

2.7. Customer or Authorized Partner shall be responsible for the payment of any shipping costs or applicable taxes (excluding Corero’s income taxes) associated with the shipment and delivery of Equipment.

2.8. Customer must provide written notice to Corero or the Authorized Partner on Corero’s behalf of delivery of the Equipment of any nonconformity with the order, e.g., delivery of the wrong Equipment, Equipment that is dead on arrival, or incorrect quantities. Corero will, at Customer’s request, promptly provide replacement Equipment at no additional cost to Customer and Corero shall pay the cost of return shipping of the defective Equipment. Customer shall provide notice of nonconformity within fifteen (15) days of receipt of such order.

3. Provision of Services

3.1 Corero shall perform the Services described in this Agreement, including its Exhibits, during the Term, in accordance with this Agreement. Customer must perform its responsibilities as set forth in this Agreement and acknowledges that its failure to comply with its responsibilities could impair Corero’s ability to perform the Services.

3.2 At all times during the Term, Corero shall make available and Customer shall (where it wishes to receive it) purchase the Technical & Software Support and Maintenance Service as described in Exhibit A for all Software and Equipment, and if applicable the SecureWatch Managed Service described in Exhibit B, which shall cover all Equipment.

3.3 Corero may make changes to the Services, or the manner in which it provides Services, upon notice to Customer which shall be deemed to have been provided when posted on the Corero support portal.

3.4 Corero hereby grants Customer the Software License in accordance with the provisions of Exhibit C, hereto.

4. Term and Termination

4.1 The term of this Agreement shall begin on the Effective Date and unless terminated earlier in accordance with this Agreement, shall continue for the greater of the period of one (1) year or the specific period indicated on the Purchase Order (“Initial Term”). Customer or Authorized Partner may extend the term of this Agreement by submitting a Purchase Order for the renewal of services prior to the expiration of the Initial Term. Each extension of the term as indicated on the Purchase Order shall be defined as a “Renewal Term.” The Initial Term and all subsequent Renewal Terms shall collectively be referred to as the “Term.”

4.2 In addition to the foregoing, if either party fails to perform any material obligation under this Agreement or otherwise materially breaches this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party specifying the default (the “Default Notice”) unless (a) the default specified in the Default Notice has been cured within the thirty (30) day period, or (b) the default reasonably requires more than thirty (30) days to correct (excluding any failure to pay money) and the defaulting party has begun substantial corrective action to correct the default within such thirty (30) day period, in which case the termination shall not be effective unless the default has not been remedied and ninety (90) days have expired from the date of the Default Notice.

4.3 Except for: (i) Corero’s obligations pursuant to Section 10 (Indemnification), and (ii) willful wrongful conduct by or on behalf of Corero, termination of this Agreement shall be Customer’s sole and exclusive remedy for any breach of this Agreement by Corero.

4.4 Except as provided in Section 6, 7, 9, 10.2 or 10.3, if this Agreement is terminated by either party, neither party shall have any further obligations to the other party except that termination of this Agreement shall not constitute a waiver by Corero of amounts due Corero for any Services furnished.

4.5 No action, regardless of form, arising out of, or in any way connected with the Services provided under this Agreement may be brought by either party more than the later of one (1) year after the claim on which the action is based occurred or when the date at which the claiming party either learned of or should have learned of such claim, except that actions for nonpayment of amounts owing to Corero hereunder may be brought at any time.

4.6 If the Equipment is moved to another location without prior written notification to Corero in accordance with Customer’s Responsibility described in this Agreement, and such failure to notify Corero prevents the delivery of Services by Corero, such failure by Corero shall not constitute a breach of this Agreement.

5. **Charges, Payment and Tax**

5.1 Customer shall pay Corero either directly or via an Authorized Partner the fees and charges set forth in the accepted Purchase Order; provided that unless specified otherwise in a Purchase Order, Services priced in one year increments may be adjusted annually as mutually agreed by the parties, provided, however, that in the absence of such agreement, Corero may increase the amount of such charges provided, however, the amount of such annual increase shall not exceed three (3) percent. Amounts due annually shall be invoiced at the commencement of each such annual service period.

5.2 Payment terms are net thirty (30) days from the invoice date. All charges shall be invoiced and paid in the currency identified in the Sales Quote.

5.3 The charges and fees hereunder are exclusive of all taxes, duties and charges imposed or levied in any applicable governmental entity or any political subdivision thereof in connection with the provision of Services. Customer shall be liable for any such taxes, duties or charges, other than taxes based on Corero's gross or net income.

6. **Confidential Information**

6.1 "Confidential Information" means, without limitation, (a) Corero's product price lists, non-public technical information and documentation marked as "confidential."; (b) the terms and conditions of this Agreement and the Exhibits; (c) any information about Customer's business, or operations, including without limitation about the design, operation, architecture, software, devices or procedures of any Customer network; (d) any data stored on or transiting on, to or from Customer's network (including without limitation, computers, servers, routers, switches or any other interconnected device) and (e) any data about or identifying any individual, whether customer or employee (past, present or prospective) or his/her interactions with Customer, including without limitation usage information, payment and financial information (data defined by subsections (d) and (e), above shall be collectively "Network Data"). Confidential Information shall not include any information that (a) is or becomes a part of the public domain through no act or omission or breach of this Agreement by Customer, (b) was in Customer's lawful possession prior to disclosure as shown by its written records, (c) is lawfully disclosed to Customer by a third party without restriction on disclosure, or (d) is independently developed by the Customer without use of the Confidential Information.

6.2 Neither party shall disclose any of the other party's Confidential Information to any person, or permit any person to use, examine or reproduce Confidential Information, unless such Confidential Information has become public knowledge through means other than breach of this Agreement, without the prior written consent of the other party. Each party shall exercise at least the same degree of care to protect the confidentiality of the other party's Confidential Information which it exercises to protect the confidentiality of its own similar confidential information, but in no event less than reasonable care or less than those measures required by applicable law.

6.3 Injunctive Relief. Each party acknowledges that any violation of the provisions of this Agreement may result in irreparable harm to the other party and that such other party may have no adequate remedy at law. The parties agree that in addition to a right to terminate this Agreement upon a breach of confidentiality each party shall have the right to seek equitable relief by the way of injunction to restrain such violation and to such further relief it may be entitled at law or in equity.

6.4 Survival. The provisions of this Section 6 shall survive termination or expiration of this Agreement.

7. **Warranties**

7.1 Corero warrants that the Services shall be provided in a professional and workmanlike manner, in accordance with the description provided herein.

7.2 Corero warrants to Customer that at all times that the Software, Equipment and Services will perform substantially in accordance with the user manuals and Documentation.

7.3 The Equipment is warranted by Corero against defects in workmanship and material under normal use for a period of one (1) year from the date of shipment. Corero's sole responsibility and Customer's exclusive remedy under this warranty shall be for Corero to repair, or at its option, to replace any Hardware component or Hardware system that fails during the warranty period because of a defect in workmanship or material. This warranty applies only to defective Hardware returned by Customer during the warranty period to Corero. Any Equipment that does not perform during the warranty period due to Hardware failure will be replaced by Corero on a next business day basis in accordance with the AHR procedures set forth in Exhibit B and Corero shall issue a Return Material Authorization ("RMA") and Customer shall return the Equipment at Corero's sole cost. In order to return a unit Customer must obtain Return RMA approval from the Corero Technical Support team and include this form with the Hardware system return. All returns must be in the original packaging or replacement packaging provided by Corero. Failure to use the original packaging or obtain replacement packaging from Corero may void this Hardware warranty. Customer is responsible for the cost of shipment to the designated Corero facility. All replaced and returned parts become Customer's property on an exchange basis.

7.4 Corero represents and warrants that it will not at any time capture, harvest, skim, copy, retain or disclose any Network Data and that no third party will use any Equipment, Service or Software or connection utilized by any Equipment, Service or Software or Corero (or any third party acting by or on behalf of Corero) to access, capture, harvest, skim, copy, retain or disclose any Network Data. This representation and warranty shall not apply to Corero's standard processes and procedures to deliver the Services as documented in the SecureWatch Data Collection, Storage and Access Guide (attached as Exhibit D). Corero further represents and warrants that with respect to any Network Data accessed, collected, used or stored as permitted by the express terms of Exhibit D, Corero shall at all times strictly adhere to the limits and requirements set forth in Exhibit D.

7.5. Corero represents and warrants that it shall continue to make a Technical Support and Software Maintenance Services available to Customer for all Software and Equipment purchased throughout the Term for Software and for Equipment during the shorter of the Term or the life of each piece of Equipment (i.e., the period during which the Equipment or substantially similar Equipment) is made commercially available by Corero (the end of such period being the “End of Life Date”) plus twelve (12) months. Additionally, Corero shall provide Customer with at least twelve (12) months advance written notice before the End of Life Date occurs for any Equipment. In the event that the End of Life Date will occur within twelve (12) months of the purchase of any Equipment by Customer and Corero has not previously provided Customer with notice of the End of Life Date for such Equipment, Corero must inform Customer of that fact promptly upon receipt of a Purchase Order for such Equipment in which case Customer shall have thirty (30) days from the date of such notice to cancel the Purchase Order in part or in its entirety without cost or penalty.

7.6 Corero hereby represents and warrants to Customer that (i) Corero has all required rights and authority to grant the licenses granted hereunder, (ii) Corero has no knowledge of any claim or suit (actual or threatened) by any third party based on an alleged violation, infringement, or breach by the Software of the intellectual property of any third party, and (iii) Customer’s, or any third party authorized by Customer’s, exercise of any rights granted to Customer hereunder shall not violate, infringe or otherwise breach any intellectual property of any third party.

7.7 All representations and warranties contained in the Software License Agreement in Exhibit C are incorporated by reference, herein.

7.8 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SET FORTH IN THIS AGREEMENT, CORERO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

EXCEPT FOR EXPRESS REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO GUARANTEE OR IMPLY THAT THE OPERATION OF THE SERVICES, SOFTWARE OR EQUIPMENT (i) WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT THE EQUIPMENT WILL PROTECT AGAINST ALL POSSIBLE THREATS OR ATTACKS, (ii) SECURITY THREATS, MALICIOUS CODE AND/OR VULNERABILITIES WILL BE IDENTIFIED AND BLOCKED, (iii) THE OPERATION OF THE SERVICES OR EQUIPMENT WILL RENDER CUSTOMER’S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS OR OTHER SECURITY BREACHES, (iv) THERE WILL BE NO FALSE POSITIVES.

THE LIMITED WARRANTY SET FORTH IN THIS WARRANTY AGREEMENT GIVES THE CUSTOMER

SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW, WHICH MAY VARY DEPENDING ON THE CUSTOMER LOCATION. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE OF CORERO IS AUTHORIZED TO CHANGE OR ADD TO THE WARRANTY AND REMEDIES SET FORTH HEREIN.

All warranties and representations contained in this Section 7 shall survive termination or expiration of this Agreement.

8. **Limitation of Equipment Warranty**

The Equipment warranty extends only to the legal purchaser of the Equipment and is contingent on the proper use and care of the Equipment and maintenance of a safe and suitable site. Any products not listed on the then current Corero Price List, which are provided by Corero are warranted "AS IS." Corero’s sole obligations under the Hardware warranty set out in Section 7 for the Hardware listed on the then current Corero Price List, is to provide the remedies thus described herein.

9. **Other Limitations**

9.1 EXCEPT FOR CORERO’S INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 10, HEREIN, IN NO EVENT (i) SHALL EITHER PARTY’S LIABILITY FOR ANY DAMAGES EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO CORERO HEREUNDER, DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD, FOR THE SPECIFIC SERVICES WHICH CAUSED SUCH DAMAGE, OR (ii) SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR ANY ENTITIES UNDER COMMON OWNERSHIP OR CONTROL WITH SUCH PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA), WHETHER THE CLAIM IS BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. THE CUSTOMER AGREES TO THE LIMITATION OF LIABILITY IN THIS SECTION AND ACKNOWLEDGES THAT ABSENT THE CUSTOMER’S AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THE HARDWARE, SOFTWARE AND SERVICES WOULD BE SUBSTANTIALLY HIGHER.

9.2 Customer acknowledges that the information, data and other analysis (“Data”) provided by Corero as part of the Services is intended for use only with and as part of the Services. Such Data is not warranted for use for any other purpose or to be error free. If Customer uses the Data for any other purposes, Customer will indemnify, defend and hold Corero, its affiliates and their respective directors, officers, employees, agents and representatives, harmless from and against any and all third party claims, suits, actions, proceedings, damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or relating to any such use, including but not limited to, reliance on any such Data for claims or actions against any third parties.

9.3 Customer acknowledges that Corero has set its prices and entered into this Agreement in reliance upon the limitations of

liability and the disclaimers of warranties and damages set forth above, and that the same form an essential basis of the bargain between Customer and Corero. Customer and Corero agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

9.4 All limitations contained in this Section 9 shall survive termination or expiration of this Agreement.

10. **Indemnification**

10.1 Corero shall defend, indemnify and hold Customer and entities under common ownership or control with Customer and their respective members, officers, directors, employees, contractors and agents (collectively “Customer Indemnitees”) harmless at its expense from any claim, suit, investigation or proceeding (each, a “Claim”) brought against Customer Indemnitees by any third party to the extent such Claim is based upon a claim that any Software, Equipment and/or Service or Customer Indemnitee’s operation or use of the same infringes on any third party’s copyright, trademark, patent or other intellectual property right, and Corero shall pay all costs and damages finally awarded against Customer Indemnitees by a court of competent jurisdiction as a result of any such claim; provided, however, that Customer (a) promptly notifies Corero in writing of such Claim; (b) promptly gives Corero the right to control and direct the investigation, preparation, defense, and settlement of such Claim, with counsel of Corero’s own choosing (provided that Customer Indemnitee shall have the right to reasonably participate, at Customer Indemnitee’s own expense, in the defense or settlement of any such Claim); and (c) give reasonable assistance and cooperation for the defense of same. In the event Customer fails to give Corero prompt notice of such Claim, Corero shall not be excused from its obligations hereunder unless such delay materially impaired Corero’s ability to defend such Claim.

10.2 If the Software, Equipment and/or Service does, or in Corero’s opinion, might be held to infringe or constitute a misappropriation as set forth above, Corero may, at its option, (i) replace or modify the affected Software, Equipment and/or Service so as to avoid infringement or (ii) procure the right for Customer to continue the use of the affected Software, Equipment and/or Service.

10.3 Notwithstanding the foregoing, Corero will have no obligation under this Section or otherwise with respect to any infringement claim to the extent exclusively caused by (A) any use of the Service, Equipment, Software and/or Documentation prohibited by this Agreement, (B) any use of the Service, Equipment or Software in combination with other products, equipment, software, or data not supplied by Corero, except as specified, required or recommended in the Documentation or otherwise by Corero (C) Customer’s continued use of any non-current, unaltered version of the Service, Equipment or Software following notification by Corero that the non-current unaltered version of the Service, Equipment or Software may be infringing and of the need to use a more recent version of the Service, Equipment or Software provided that the use of such current version does not require the purchase of additional Equipment, goods or services by Customer; or (D) any modification of Service, Equipment, Software and/or Documentation by any person other

than or authorized by Corero. If the actions in clauses (A) – (D), above cannot be accomplished with commercially reasonable efforts, then, in addition to any other remedies available to Customer under this Agreement, at law or in equity, Customer may terminate this Agreement.

10.4 Each party’s obligations under this Section 10 shall survive termination or expiration of this Agreement.

11. **General Provisions**

11.1 Corero shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other catastrophic natural disaster, act of God, labor controversy, civil disturbance, terrorism, war or the inability to obtain sufficient supplies, transportation, or other essential service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (each a “Force Majeure Event”); provided that, (a) Corero gives prompt written notice thereof to Customer; and (b) Corero takes all reasonable steps to mitigate the effects on Customer of the Force Majeure Event. If a Force Majeure Event that affects Corero’s ability to perform continues for more than thirty (30) days, the Customer may elect to terminate this Agreement.

11.2 Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any term. The provisions of these Terms and Conditions are declared to be severable. If any provision of these Terms and Conditions is held to be unenforceable or invalid, the remaining provisions shall be given full effect, and the parties agree to negotiate, in good faith, a substitute valid provision that most nearly approximates the parties’ intent unless such provision goes to the essence of the agreement, in which case Customer may terminate this Agreement.

11.3 This Agreement makes up the complete and exclusive agreement for the Services and supersedes and replaces all prior or contemporaneous representations, understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting and/or additional terms or conditions contained on printed forms such as purchase orders, sales acknowledgments or quotations. Only a written instrument signed by authorized representatives of Customer and Corero may modify this Agreement.

11.4 Corero reserves the right to assign any service obligation to its Authorized Partner or subsidiaries and to subcontract any of its obligations under this Agreement, but Corero will remain primarily liable for such assigned or subcontracted performance and compliance with this Agreement. Notwithstanding the foregoing, no such consent is required if either party assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets to any third party who assumes the obligations of this Agreement.

11.5 It is acknowledged and agreed that Corero’s relationship with Customer is at all times hereunder an independent contractor. Corero shall have no authority to act on behalf of, or legally bind the Customer, and Corero shall not hold itself out as having any

such authority. This Agreement shall not be construed as creating a partnership or joint venture.

11.6 All notices under this Agreement shall be in writing and shall be sent to the parties at their respective addresses listed on the first page of this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed fax; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt.

11.7 During the Term and for twelve months thereafter, neither party shall solicit, induce, recruit or encourage any person employed by the other or engaged by the other to assist with performance hereunder to terminate his or her employment or engagement with such party and shall not hire such individual as an employee or independent contractor. The foregoing restriction shall not apply to any employee who applies for a post with the other party which is advertised online or in any other manner provided that the employee in question has not been approached by the other party prior to that employee making such application.

11.8 If the Corero entity that is a party to this Agreement in Corero Network Security Inc., then this Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts excluding choice-of-law provisions thereof that would mandate application of the laws of any other State. If the Corero entity is Corero Network Security (UK) Ltd, then this Agreement shall be governed by and construed in accordance with the laws of England and Wales.

11.9 Arbitration. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, shall be exclusively and finally settled by binding and confidential arbitration in accordance with the

International Arbitration Rules of the International Centre for Dispute Resolution (the "ICDR Rules"). The arbitration will be conducted in the English language and the place of the arbitration shall be either Boston, Massachusetts (for contracts under Massachusetts law) or London, England (for contracts under English law). The arbitration will be conducted by three arbitrators. Each Party will appoint an arbitrator, obtain its appointee's acceptance of such appointment, and deliver written notification of such appointment and acceptance to the other Party within 15 days after the due date of the respondent's answering statement. The two Party-appointed arbitrators will, within 30 days of their own appointment, jointly agree upon and appoint a third arbitrator who will serve as the chairperson of the arbitral panel. Absent agreement by the two party-appointed arbitrators on a third arbitrator within that 30-day time period, the chairperson shall be selected by the ICDR in accordance with the ICDR Rules. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrators will have no power to modify or abridge the terms of this Agreement. The award of the arbitrators will be final, and judgment on the award may be entered and enforced in any court having jurisdiction to do so.

11.10 Legal Actions. Nothing in this Section will prevent either party from seeking interim injunctive relief against the other party in the courts having jurisdiction over the other party. Each party hereby unconditionally submit to the exclusive jurisdiction of the United States federal courts in Boston, Massachusetts or London, England, respectively, for all matters related to the enforcement of any arbitral award and legal actions seeking injunctive relief. The application of the United Nations Convention of Contracts for the Sale of Goods is expressly excluded.

Exhibit A
Technical & Software Maintenance and Support Services

Description of Services

Corero's Security Operations Center (SOC) combines state-of-the-art monitoring and reporting technology along with highly experienced engineers to support customers before, during and after a cyber-attack. In support of Corero Customers, the SOC:

- Installs all software updates for all deployed Equipment
- Copies Threat Update Service Protection Packs (with rule, signature and block list updates)
- Implements actions described in Threat Update Security Advisories
- Monitors the status of the First Line of Defense solutions

Initiates Advanced Hardware Replacement (AHR) process in the event of a Hardware failure

The Services provided by Corero include, but are not limited to, Support, Maintenance, Updates, and Monitoring Service (collectively referred to as "SMUM") and Hardware Replacement, each of which are described below. An active SMUM contract is a prerequisite for the SOC to engage with the Customer.

1. General Service Description

In the event of any conflict in the terms of this Exhibit A and the Agreement, the Agreement shall prevail.

a) Support, Maintenance, & Updates

Provides both technical support service and software updates (as defined in Sections 3.4 and 3.9 below) for all Equipment.

The key features of this service include:

- Case tracking
- Technical support available 24x7x365
- Access to documentation, software release notes, configuration and deployment guides are available via the Corero Support Portal
- Software upgrade entitlement to all Major/Minor/Maintenance releases (as defined in Section 3.4 below and available for download from the Corero Support Portal)
- Including any patch or hot fix releases for customer specific issues as determined by Corero
- Access to the Corero Knowledgebase ("Corero KB") accessed via the Support Portal
- Threat Update Security Advisories posted on the Corero corporate website at: http://www.corero.com/en/support/sec_advisories

b) Monitoring ("SecureWatch Maintain")

Customers that have an active SMUM contract shall receive the following services delivered by the SOC:

- A. Installation of all software updates for all deployed and covered Corero Equipment
- B. Initiation of the Advanced Hardware Replacement (AHR) process, if the Customer has subscribed to AHR Services in the event of a Hardware failure
- C. Reports delivered via email of the standard weekly configuration, performance, fault and security activity including:
 - Device status
 - Software Upgrade availability
 - Uptime summary
 - Service Request(s) status

SecureWatch Maintain pre-requisites:

In order for Corero to deliver SecureWatch Maintain, Customer must have installed the following Corero products and services:

- Centralized Management System software and SecureWatch Analytics Software installed on a Corero SecureWatch server or Customer provided server, used to manage the Corero devices listed in the Equipment Summary as per the SecureWatch Access Authorization Form
- An active SMUM Subscription Service for each of the Corero devices listed in the Equipment Summary

Customer shall provide the following to Corero:

- A complete, executed SecureWatch Access Authorization Form and return it to the SOC
- Ongoing remote access under terms and conditions established by Customer in its sole discretion from time to time to the following:
 - SecureWatch Server or customer server(s) running the Centralized Management System software and the SecureWatch Analytics software
 - Corero devices listed in the SecureWatch Access Authorization Form
- Customer's standard operating procedures, if any, for change management of the Equipment identified in the Equipment Summary.
- Service requests reporting all issues with Corero products to the SOC
- Customer contact lists including names and contact information (phone and email) (i) for reporting purposes and (ii) for escalation of issues necessary for the successful delivery of SecureWatch Maintain.

c) Advance Hardware Replacement ("AHR"):

AHR is a service by which Corero will dispatch a replacement Hardware unit to Customer upon notice of a defect, in advance of receipt of the defective unit if the Hardware is still under warranty. AHR is available as an optional paid service for out of warranty Hardware. A

defective Hardware unit is a unit that is not operating or is operating incorrectly, due to a defect in design, materials or workmanship. AHR Services do not cover replacement of units damaged or inoperable due to one of the excluded reasons enumerated in Section 3.5 below. Customers that have purchased AHR services are required to process an AHR request as follows:

1. Customer contacts the SOC via the Support Portal or phone and opens a case. If Customer utilizes the Support Portal, Customer will follow the procedures listed in Section 2.3 below.
2. If Customer opens the case via telephone, a SOC representative will accept the case and determine that an RMA is required and the incident will then be forwarded to the RMA Coordinator.
3. The RMA Coordinator will verify contract status against serial number. If more information is required, Customer will be notified via email and the RMA order will be on hold.
4. If all information has been received, the RMA Coordinator will assign an RMA number and provide Customer with RMA number and return instructions. RMA requests shall be promptly processed upon receipt and released without delay. In no event shall the release of an RMA occur later than one business day after receipt of an RMA request.
5. For all cases, whether opened by Phone or via the Support Portal:
 - a. If the RMA order is released before 3pm EST, the replacement unit will ship same day priority delivery.
 - b. If the order is not released before 3pm EST, the order will ship on the next business day for overnight delivery.
6. Customer will be notified via email the date the replacement unit has shipped, the tracking number and the method of shipment.
7. Corero shall be responsible for cost of shipment of defective unit(s) to the designated Corero service center.
8. Customer is required to return the unit(s) to Corero within 10 business days using the Corero preferred shipper account information provided. If the unit(s) are not received by Corero or the unit(s) is damaged or inoperable due to one of the excluded reasons enumerated in Section 3.5 below, then Corero shall invoice Customer, and Customer agrees to pay such invoice, at the full product price based on the current price list for the replacement unit.

2.0 Service Procedures

2.1 Contacting the SOC

There are two primary methods of contacting the SOC – via the web using the Corero Support Portal (“Support Portal”) and via telephone.

Via the web

The Support Portal is the Corero web based incident management and tracking system and is a critical resource

for support, downloads, technical documentation and other useful information about the Corero products. The Support Portal offers the ability to search an extensive knowledge base, manage incidents and communicate directly with SOC engineers. It is the most effective way to resolve support issues and for finding technical product data.

The Support Portal is located at <https://support.corero.com>

Telephone Support

To contact the SOC via telephone, please dial +1.978.212.1500 and select option 2.

If for any reason this number is not available, please dial our answering service at +1.888.324.1246 and a SOC representative will promptly return Customer’s call.

Required Customer Information

A Customer contacting the SOC (either via phone or the web) will need to provide the following information:

Site contact name
Site contact email
Phone number
Product name
Product serial number
Brief description of the problem

The Customer will be given a Case reference number. The SOC engineer will attempt to solve the issue as soon as is reasonably practical.

Once a support case is opened, Customer consents to a SOC engineer remotely accessing the affected Equipment to investigate and perform diagnostic troubleshooting provided Corero fully complies with all provisions of this Agreement and 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.

2.2 Service Request Management Guidelines

Corero’s incident management guidelines provide a framework for internal/external notification and issue-resolution activities for SRs. Corero has established a classification structure for SRs based on the severity of the incident. These severity classifications help Corero categorize and prioritize SRs. The severity classification shall be assigned by Customer using the following criteria.

Corero’s priority definition for SRs is as follows:

Priority 1

- Catastrophic impact to mission critical functionality
- Total loss or continuous instabilities of mission critical functionality
- Critical traffic impact, major loss of connectivity or vital security flaw
- Creation of a hazard or an emergency

Priority 2

- Significant impact to mission critical functionality
- Serious loss or frequent instabilities of mission critical functionality
- Inability to deploy a feature that is not currently relied upon for mission critical functionality

- Limited traffic impact, loss of connectivity or security exposure

Priority 4

- Cases involving minor defects to Equipment, documentation, service, information requests, or configuration assistance

Priority 3

- Minimal impact to major business operations
- Occasional or intermittent instabilities of core functions

The chart below uses the following terms to illustrate the SOC timeline for handling SRs with defined priorities.

	Case Update and Communication Goals			
	Priority 1	Priority 2	Priority 3	Priority 4
Suggested Solution Goal The average time to identify the issue and suggest a resolution within the defined severity level category.	4 hours	8 Hours	24 hours or next business day	24+ hours
Case Update The Case request is updated as new information is discovered or identified (such as the cause of the problem or estimated time to repair) and/or as recommended.	2 hours	4 Hours	8 hours or as desired	Best effort

The Corero SR response matrix is summarized below:

Case Response Commitments				
Phase	Priority 1	Priority 2	Priority 3	Priority 4
SOC Engineer	<30-minute notification	<1-hour notification	1-2 hour notification	2-3 hour notification
Sr. SOC Engineer	<1-hour notification	4-hour notification	4-8 hour notification	N/A
SOC Manager	4-hour notification	8-hour notification	Every 2 days	N/A
SOC Director	8-hour notification	Notification	Weekly	N/A
CEO	24-hour notification	N/A	N/A	N/A

2.3 Return Material Authorization Procedures (“RMA”)

The following procedures apply to unit(s) that are within the warranty period and which have been determined to be defective, dead on arrival (“DOA”) or requiring a Hardware upgrade. RMAs for such units must be processed via the Support Portal by Customer. This procedure shall also apply to AHR RMA requests that are entered via the Support Portal however the timelines set forth in Section 1(c) shall apply to AHR RMAs.

The process for a Return Material Authorization (RMA) is as follows:

1. Customer Logs into the Support Portal
 - a. Open a new case
 - b. Select the serial number from list. If serial not listed, enter the serial in the summary field
 - c. Subject line = RMA Request
 - d. Comments = insert Required Information (below)
2. Customer to enter the following information:
 - a. Shipping address
 - b. Contact name, email address
 - c. Serial number of unit(s)

- d. Description of what is wrong with the unit(s)
 - e. Current Software Revision
3. A SOC representative will promptly accept the incident/determine if the unit(s) is defective.
 4. The incident will then promptly be forwarded to the RMA Coordinator.
 5. The RMA Coordinator will verify contract status and issue RMA.

In cases other than an AHR RMA, Customer is required to ship the defective unit(s), at Corero’s expense, to the designated Corero service center using the Corero preferred shipper account information.

Faulty Equipment is either replaced or repaired at Corero’s discretion to ensure prompt support. All unit(s) will be repaired at a Corero facility as determined by Corero. Turnaround is approximately 15 business days, but may require up to 25 business days. Corero shall be responsible for cost of shipment of replacement unit(s) to Customer. If Customer requires expedited shipping (overnight or next business day), Customer shall be responsible for cost of shipment of replacement unit(s) to Customer.

In the case of a DOA unit, Corero will advance ship a replacement unit in accordance with Section 1(c) of the Agreement.

3.0 Service-Specific Terms and Conditions

3.1 Equipment

The Services are rendered to support Equipment. "Equipment" means the SmartWall Threat Defense Systems ("SmartWall") or other products purchased or licensed from Corero (each a "Product Family"). 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 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 4.4 of this Agreement. Notwithstanding the foregoing, Customer may maintain less than 100% of the Equipment with respect only to the Advanced Hardware Replacement service.

3.2 Eligibility of Products

Equipment shall be eligible for Services under this Agreement so long as (i) the software products meet Corero's specified Minimum Revision Level (as defined herein); (ii) Hardware and software products are 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 agreement between Customer and Corero; and (iv) the Hardware and/or software products were covered by an applicable effective express warranty provided by Corero or a current Corero Agreement. Products which lapse coverage by SMUM Service 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 (see Section 4.2.2 below) 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.

3.3 Minimum Revision Levels

Corero, at its sole option may discontinue its obligation to provide Services for a Product Family or require a minimum

software revision level for a Product Family in order for such Equipment to continue to be eligible to receive Services but only to the extent that Corero ceases to provide Services for all similarly situated customers. In such event, whereby the applicable Product Family or Product Family subset will no longer be a Covered Product 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 for a Product Family (Major or Minor Release) and the sequentially previous two (2) Minor Releases.

"Major Release", as used in this Agreement, means a new base version of the software that contains significant new functionality and/or level of performance and that is not marketed by Corero to other customers as a separate, chargeable product. A Major Release is generally identified by the first number that appears to the left of the first decimal point in a version number. A Major Release shall also include any new or modified Documentation.

"Minor Release" as used in this Agreement, means a modification made by Corero to add enhancements, Updates, or any combination thereof, to a Major Release. A Minor Release is generally identified by one or more numbers preceding or following one or more decimal points to the right of the first decimal point in a version number. A Minor Release shall also include any new or modified Documentation.

"Maintenance Release", as used in this Agreement, means a software release consisting of multiple bug fixes. Maintenance releases tend to follow Major or Minor Releases within 90-120 days of its First customer shipment. Maintenance Releases are made available to customers via electronic distribution. Bug fixes from Maintenance Releases are to be 'rolled up' into subsequent Major and Minor Releases.

Corero may also require a certain minimum software revision level for new features or threat update services 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 Family to be supported as Equipment under this Agreement.

3.4 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 3.5 shall be invoiced, and paid for by Customer, at Corero's then current published rates.

3.5 Responsibility of Customer

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

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

3.5.3 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.

3.5.4 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.

3.5.5 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.

3.5.6 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.

3.6 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.

3.7 Movement of Equipment

3.7.1 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.

3.7.2 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.

3.8 Software Updates

Subject to the terms and conditions hereunder, Corero grants to Customer a non-exclusive, non-transferable limited license to use software updates or functionality which Corero makes available to all of its customers at no additional cost ("Updates") 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 and solely on the Equipment with which it is delivered or for which it is provided. For purposes of clarification, Updates do not include 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 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.

3.9 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).

Exhibit B

SecureWatch Managed Service

Description of Services

The SecureWatch Managed Service is a suite of First Line of Defense configuration optimization, monitoring and response services delivered by the Corero Security Operations Center ("SOC"). Customers receive expert DDoS services including monitoring and response in the event of a cyber-attack.

In the event of any conflict in the terms of this Exhibit B and the Agreement, the Agreement shall prevail.

1.0 Pre-requisites

In order for Corero to deliver the Services, Customer must have installed the following Corero products and services for each of the Corero devices comprising the Equipment: Centralized Management System Software and SecureWatch Analytics Software and purchased an active Software, Maintenance, Updates, and Monitoring ("SMUM") Subscription agreement for each of the Corero devices listed in the Equipment Summary.

2.0 Initiation Services

- A. The SOC will audit Customer's IT environment and standard customer IP traffic patterns in order to establish a baseline.
- B. The SOC will create and deploy a defensive configuration ("Defensive Configuration") based on results of the audit for the Equipment deployed at the specified Customer location based on Customer's security policy, business objectives and DDoS and cyber threat defense best practices.
- C. The SOC and Customer shall collaboratively establish a coordinated DDoS and cyber threat response plan for timely and effective actions that ensure high availability of critical systems and applications in the event of an attack (the "Response Plan").

3.0 Ongoing Services

The SOC will deliver the following services on an ongoing basis during the Term:

- A. Install all software updates for deployed Corero products in accordance with the Change Management Process.
- B. Implement actions described in Threat Update Security Advisories in accordance with the Change Management Process.
- C. Initiate the Advanced Hardware Replacement (AHR) process, if subscribed to by the Customer, in the event of a Hardware failure.

- D. Deliver e-mail reports of the standard weekly configuration, performance, fault and security activity including:

- Device status
- Software Upgrade availability
- Uptime summary
- Analysis of base line DDoS rates
- Service request(s) status
- Malicious Activity Summary
- Top Sources of Attack
- Top Destinations of Attack
- Volumetric Security Events
- Top 25 Rules Blocked
- Detailed Threat View
- Security in the news

- E. Ongoing collaboration and communication between the SOC and Customer to ensure up-to-date defenses in the face of evolving threats and a dynamic end-user environment.

- F. Corero device system monitoring, on a 24x7 basis, to deliver real-time alerting to Customer.

- G. If/once Customer's Equipment is under attack, Corero's SecureWatch Analysis Team ("SWAT") will initiate the DDoS and cyber threat Defense Response Services as defined below.

- H. Maintain at least monthly bi-lateral communications between the SOC and Customer to include:
 - Customer awareness of latest general DDoS and cyber threat activity
 - Maintenance of documentation describing Customer IT environment
 - Maintenance of Defensive Configuration
 - Review and validation of the ongoing applicability of the Response Plan

4.0 DDoS Defense Response Levels

The frequency of DDoS Defense Response incidents is defined by the SecureWatch Managed Service Level that Customer submits a Purchase Order for. The various SecureWatch Managed Service Levels are:

- A. SWM-Q: 4 incidents per annum
- B. SWM-M: 12 incidents per annum
- C. SWM-U: Unlimited incidents

Customer's that use their contracted number of SecureWatch Managed Service Incidents prior to the expiration of the annual service will be required to submit a new Purchase Order for a SecureWatch Managed Service offering in order

to receive continued Incident support from the SOC. DDoS Defense Response incidents are defined in Section 5.

5.0 DDoS Defense Response Services

A. The SOC shall use all commercially reasonable efforts on a 24x7x365 basis to provide support and coordination, according to the Response Plan, to mitigate the DDoS attack and/or cyber threats, with the following objectives:

- i. Minimal impact to Customer major business operations
- ii. Only occasional or intermittent instabilities of Customer core business functions
- iii. Limited Customer traffic impact, loss of connectivity or security exposure

All Mitigation efforts defined above and the results of such efforts are limited to and by

- 1) **product capabilities as documented in the Corero Product specifications,**
- 2) **deployment location or configuration limitations and/or**
- 3) **network bandwidth, in the case of DDoS attacks and/or cyber threats that are beyond the capacity of Customer subscribed network bandwidth.**

B. The SOC shall deliver mitigation support according to the following specific commitments:

Initial Response to Attack	Maximum Reporting Interval	Corero Engagement
< 30 minutes	Every 2 hours	Ongoing commercially reasonable engagement until mitigation

C. The SOC will deliver a post-incident report containing an assessment of the DDoS attack and/or cyber threats, impact and recommended measures to improve preparation for and response to possible future attacks.

The Services description and method of delivery may be changed by Corero from time to time and shall be deemed amended when an updated Agreement is posted on the Corero Support Portal.

6.0 Customer Responsibilities

In order for Corero to deliver the Services, Customer shall provide and perform the following:

A. Complete and execute the SecureWatch Access Authorization Form and return it to Corero.

B. Provide the SOC with ongoing remote access to the Controller server and the Equipment as deemed appropriate by Customer in its sole discretion. If the means for Corero to access any or all of the Equipment changes, Customer shall provide Corero with one-week prior written notice communicated to the SOC. If failure to provide remote access to Corero or deliver such notice directly and adversely impacts Corero's ability to deliver the Services, Customer shall not be entitled to terminate this Agreement.

C. Provide the SOC with Customer's standard operating procedures, if any, for Change Management of the Equipment.

D. Provide the SOC with a Customer contact list including names and contact information (phone and email) (1) for reporting purposes and (2) for escalation of issues necessary for the successful delivery of the Services.

E. Make necessary arrangements to work cooperatively with the SOC in the isolation and resolution of reported service requests. If such reasonable necessary arrangements are inadequate and directly and adversely impact Corero's ability to deliver the Services, Customer shall not be entitled to terminate this Agreement.

F. Provide all information on Customer environment including security policy, business objectives, server configurations and applications usage baseline. If all information reasonably required by Corero is not provided and this directly and adversely impacts Corero's ability to deliver the Services, Customer shall not be entitled to terminate this Agreement.

G. Provide Corero SOC 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 provide any 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.

H. Work with the SOC to define a DDoS and cyber threat Response Plan.

I. Engage in bi-lateral communications with the SOC, at least monthly, to include:

- i. Provide the SOC with awareness of changes to Customer environment
- ii. Review and validation of the ongoing applicability of the DDoS and cyber threat Response Plan

- J. Ensure 24x7 availability of a named Customer contact in the event of a DDoS attack and/or cyber threats, to deliver Customer specific aspects defined within the Response Plan, until mitigation of the DDoS attack and/or cyber threats. If Customer fails to make Customer contact available and this directly and adversely impacts Corero's ability to deliver the Services, Customer shall not be entitled to terminate this Agreement.
- K. Customer contact availability is defined according to the following Customer commitment:

Initial Availability Subsequent to an Attack	Maximum Response time for Customer actions within DDoS Response Plan execution	Customer Engagement
< 30 minutes	< 30 minutes	Ongoing commercially reasonable engagement until mitigation

Failure by Customer to meet these targets shall not constitute a breach of this Agreement. If Customer fails to engage in commercially reasonable engagement and that directly and adversely impacts Corero's ability to deliver the Services and its targets, Customer shall not be entitled to terminate this Agreement.

Exhibit C
Software License Agreement

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY AS IT APPLIES TO THE SOFTWARE INSTALLED IN THE PRODUCT (AS DEFINED BELOW) PROVIDED TO THE CUSTOMER AND ANY RELATED DOCUMENTATION ("DOCUMENTATION"). ACCEPTING THIS LICENSE AGREEMENT AND USING SUCH SOFTWARE INDICATES YOUR ACCEPTANCE OF THIS LICENSE AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS HEREIN, ("LICENSE AGREEMENT") AND ESTABLISHES A BINDING AGREEMENT BETWEEN YOU AS THE PERSON OR ENTITY ACQUIRING THE SOFTWARE ("YOU") AND CORERO NETWORK SECURITY, INC., A DELAWARE CORPORATION, WITH OFFICES AT ONE CABOT ROAD, HUDSON, MASSACHUSETTS 01749 ("CORERO") AS OF THE DATE YOU ACCEPT THIS LICENSE AGREEMENT. IF YOU ARE ACCEPTING ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER, OR THE APPLICABLE ENTITY, TO THE LICENSE AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS LICENSE AGREEMENT. ACCEPTANCE OF THIS LICENSE AGREEMENT IS REQUIRED AS A CONDITION TO PROCEEDING WITH USE OF THE SOFTWARE. IF YOU DO NOT ACCEPT THE LICENSE AGREEMENT, OR IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY, PROMPTLY RETURN THE ENTIRE PRODUCT TO THE PLACE WHERE YOU PURCHASED IT AND YOUR MONEY WILL BE REFUNDED. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CORERO OR AN AUTHORIZED CORERO PARTNER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. **THIS LICENSE AGREEMENT GOVERNS YOUR USE OF THE SOFTWARE AND DOCUMENTATION FOR USE IN COMMERCIAL AND EVALUATION DEPLOYMENTS (SEE SPECIFIC EVALUATION USE TERMS AND CONDITIONS HEREIN).** UNLESS OTHERWISE SPECIFIED ALL TERMS APPLY TO COMMERCIAL DEPLOYMENTS OF THE SOFTWARE. TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL LICENSE AGREEMENT SHALL APPLY.

LICENSE: Subject to all the terms and conditions of the Agreement and this License Agreement, Corero grants to Customer a non-assignable, non-exclusive, non-transferable

(except as expressly provided herein) license (the "License") to use the version of the Corero software product provided to Customer, and any product Documentation provided, whether in printed, "online" or electronic form (collectively, the "Software") on one Corero Hardware product provided to Customer, except in the case of any standalone software or other applications, including, without limitation, the Centralized Management Software or SecureWatch Analytics Software, SmartWall software, either of which may be operated on Customer's servers, Corero sourced Equipment sold to You or the Corero SecureWatch Server (collectively with the Software, the "Product") (i) for Customer's internal business purposes including the business purposes of affiliates under common ownership or control, (ii) as intended through the normal functionality of the Software and (iii) in accordance and compliance with the terms of this License Agreement and the Agreement. Any copy of the Software and Documentation provided to Customer under this License Agreement is licensed, not sold, to Customer by Corero.

This License includes the right to use the Corero Product in accordance with the applicable Documentation. For purposes of the License, the Software is "in use" on the system unit when loaded into memory (RAM) or installed into permanent memory (hard disk, CD-ROM, or other storage device) on the system unit of the Product other than for backup or archival purposes. You may make one copy of the Software solely for backup or archival purposes if all copyright and other notices are reproduced on that copy, or Customer may copy the Software to a single hard disk provided Customer keep the original solely for backup or archival purposes. If the Software is an upgrade, Customer may use it only with the system unit purchased by Customer. If Customer receives the Software on more than one media, this does not affect the number of Licenses Customer is receiving or any other term of this License Agreement.

In addition, the terms and conditions of the Equipment and Service Purchase Agreement between Corero and the Customer ("Agreement") are incorporated hereto by reference.

COMMERCIAL USE LICENSE TERM: The License Agreement is effective until the Agreement is terminated. Except as provided in this paragraph, this License Agreement shall not terminate unless the Agreement has expired or has been terminated. The License Agreement will terminate immediately with notice from Corero or upon final judicial resolution, including exhaustion of all appeals, if Customer fails to comply with any material provision of this License Agreement as determined by such court of competent jurisdiction. Upon any termination of the License Agreement: (a) Customer must destroy to the extent technically practicable or, at Corero's request, return the Software (including without limitation any accompanying Documentation) and all copies thereof; and (b) the License

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Exhibit D

SecureWatch Data Collection, Storage and Access Guide

Introduction

SecureWatch is a suite of subscription based security services provided by Corero to customers and designed to maximize the effectiveness of Corero security solutions in protecting customer infrastructure and data.

Within the context and scope of SecureWatch service delivery, Corero requires access to the installed Corero Equipment (Equipment purchased by customer from Corero) for the purposes of fault, configuration, performance and security management. In addition, the Service requires the capture and analysis of device management and security events generated by the Corero products for the purposes of optimizing customer security protections, maintain system performance and incident handling.

Corero provides and maintains a secure Server (“Corero Server”) to enable this service which contains the central management and analytics tools both accessible by the customer locally.

Corero assigns critical importance to the control, security and confidentiality of Customer’s information and places major significance on providing clear definitions of the scope of the information collected and the nature of any analysis undertaken.

The Corero Network Security data usage policy is described below.

Overview

The Corero SecureWatch Service leverages industry standard, enterprise grade monitoring tools that have been customized to gather detailed operational information from Corero Equipment and management applications providing automated administration and response where required. The service is restricted to monitoring Corero-supplied devices only (collectively “Corero Hardware”).

For licensing purposes, the monitoring and reporting components are tied to a central license server within the Corero facilities. A failure to communicate with the license server will shut down the service.

Data Usage and Storage

The SecureWatch systems capture information using custom software designed specifically to interact with the Corero Hardware over encrypted data channels together with core system events from the central management and security solutions. This information is used in the analysis of system faults and security events for policy design and incident handling.

Access to these systems is restricted, monitored and recorded for audit purposes. Corero will make access records to customer’s system available upon Customer’s request.

What Information is collected?

The following is a summary listing of the categories and types of data collected under each category:

- **Network Traffic, Security Event, Corero SmartWall Device Health Information:** Summarized Network Traffic Meta Data and Security Events generated by the Corero Hardware are collected to provide customer Dashboards, Alerting and Reporting. This information includes Security Messages, Network Messages, Top Type Meta Data messages, System Messages and sampled Sflow sample messages.
- **System Configurations and Logs Information:** Periodically system configuration and device log information are collected from the Corero Server. This information includes Central Management System backup files and audit and diagnostic log files.
- **Server System Health information:** The Corero Server VM and physical Health information is collected to provide forensic backup information during the analysis of customer incidents. This information includes VM CPU and memory usage as well as the Corero Server management port statistics.

This full set of collected information is available at any time on request by Customer to the SOC.

Where Information is stored?

- **Network Traffic, Security Event, Corero SmartWall Device Health Information:** The customer sensitive data is all stored locally at the customer location on the provided server. All incident analysis is conducted using the locally stored

data.

- **System Configurations and Logs Information:** The system configuration and logs data is stored at Corero's secure colocation facilities. This information does not contain any specific customer data.
- **Server System Health information:** The server system health information is stored at Corero's secure colocation facilities. This information does not contain any customer sensitive data.

Connecting the Corero Equipment to the Corero SOC

The SecureWatch service requires a secure connection between the Corero Server and the monitoring systems in Corero's primary and backup secure colocation facilities. The Corero Server initiates and maintains a secure SSH tunnel with the various secure co-locations. Access to these co-locations is restricted to Corero SOC personal and protected by multi-vendor solutions.

Access Requirements

Once connectivity is established the Corero SOC team will have direct access to the Corero Server, central management and reporting solutions as well as the Corero devices.

Change Control

Changes to customer policies is carried out in accordance with customer defined change control procedures. These typically include emergency change control procedures that provide Corero SOC personnel to apply changes to the policy to ensure continuity of service during sustained high volume events.

All changes are documented and reviewed with the Customer.