



Attachment 5 - SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

This Appendix A to the SecurVantage Products Purchase Agreement (the “**Products Purchase Agreement**”) sets forth the terms and conditions pursuant to which Securify provides Support Services (defined in Section 2 below) to Customer for the SecurVantage Software (the “**Support Addendum**”). Capitalized terms not defined herein shall have the same meanings as in the Product Purchase Agreement. In the event of a conflict between the terms and conditions of this Support Addendum and the terms and conditions of the Product Purchase Agreement, the terms and conditions of this Support Addendum will control.

1. TERM AND FEES. Except as otherwise set forth in the Products Purchase Agreement, the initial term of this Support Addendum (the “**Initial Term**”) shall be one (1) year, commencing upon the Effective Date of the Products Purchase Agreement. At the end of the Initial Term and of each Renewal Term (defined herein), this Support Addendum shall renew automatically for subsequent one (1) year terms (each, a “**Renewal Term**”), unless terminated by either party as provided herein. This Support Addendum will automatically terminate upon termination of the Products Purchase Agreement. Either party may terminate this Support Addendum at the end of the Initial Term or at the end of any Renewal Term by giving written notice to the other party at least forty-five (45) days prior to the end of such term. The fees for each Renewal Term shall be as specified in Securify’s then-current price list. Customer may reinstate lapsed Support Services by paying all Support Services fees in arrears plus a re-certification fee of 25% the original Support Services fee. Securify reserves the right to modify its Support Services programs, at any time, but only if the modifications apply generally to all customers. If Customer later purchases additional licenses for the SecurVantage Software, Support Services for these additional licenses will begin on the date such licenses are effective. Support Services fees for additional licenses may be prorated to the renewal date of Support Services for the initial licenses.

2. SUPPORT AND MAINTENANCE. Subject to the terms and conditions of this Support Addendum, Securify shall provide Customer with the support and maintenance services specified in Section 5 (“**Support Services**”) for the SecurVantage Software licensed by

Customer under the Product Purchase Agreement.

3. ADDITIONAL SERVICES. Services relating to the SecurVantage Software (such as on-site assistance, professional services, training services) that are not included in Support Services may be purchased from Securify at Securify’s then-current rates and will be governed by Securify’s then-current terms and conditions for such services.

4. LIMITATION OF LIABILITY. SECURIFY’S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER RELATING TO SECURIFY’S PROVISION OF SUPPORT SERVICES SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER FOR SUPPORT SERVICES DURING THE MOST RECENT TWELVE (12) MONTH PERIOD. SECURIFY’S LIABILITY SHALL BE FURTHER LIMITED AS PROVIDED IN THE PRODUCTS PURCHASE AGREEMENT.

5. SUPPORT AND MAINTENANCE

Securify will provide the following software support and maintenance services with respect to the SecurVantage Software:

- (A) Securify shall provide Customer with all modifications to the SecurVantage Software designated by Securify as bug fixes, patches, or updates, and updates to the relevant documentation. Securify has no responsibility to provide Customer with modifications or enhancements that Securify designates as distinct software products, new functionality or for which Securify charges separately (e.g., each Operating System-specific version will

be considered a separate product), or that Securify designates as Major Upgrades and for which Securify charges an incremental upgrade license fee.

- (B) Securify shall investigate errors in the SecurVantage Software reported by Customer. If Securify's investigation reveals an error or malfunction in the SecurVantage Software, Securify will use commercially reasonable efforts to either correct the error or to provide a suitable workaround or patch.
- (C) Securify will provide Support Services only for the current release of the SecurVantage Software plus one previous major release, and all minor releases between the two.

CUSTOMER'S OBLIGATIONS:

- (A) Customer will notify Securify of any problems or errors encountered with respect to the operation or performance of the SecurVantage Software. Customer shall provide Securify with information and assistance as reasonably requested by Securify to enable Securify to reproduce any such problems or errors. Customer will confirm with Securify Technical Support when a problem case is closed.
- (B) Subject to Customer's security requirements, Customer shall provide Securify with access to and use of information and system facilities determined necessary by Securify to provide timely Support Services.
- (C) Customer must (i) follow the "Problem Reporting Guidelines" set forth below, (ii) assign each problem a priority and severity level in accordance with the "Priority and Severity Levels" set forth below, and (iii) include with each problem report all the information set forth in the "Problem Report Template" set forth below.

6. PROBLEM REPORTING GUIDELINES.

Support will be provided to Customer by email and telephone as further described below.

- (A) Customer shall report technical and hardware related issues via electronic mail to using the sample template provided below. Customer shall use electronic mail whenever possible to report problems.
- (B) Secondary contact via telephone is available when Customer does not have immediate access to electronic mail or problem urgency is best served via telephone.
- (C) Whenever possible, Customer should include the transcripts and logs with the problem report. Customer shall designate a primary and secondary contact to be authorized support contacts. Accordingly, Securify may limit its telephone support to these authorized support contacts.

(D) Securify Customer Support Contact Information and Availability:

- Email support@securify.com

- Telephone

US - 1 888 644 0880
International - 001 408 252 8458

Monday to Friday 8:00AM to 8:00PM EST

- Support will be provided with live call pickup and transfer to a Securify Customer Support Engineer for evaluation and resolution efforts.

Weekends/Holidays/After Hours/Peak Calling Periods

- Support will be provided with live call pickup and collection of all necessary customer and technical data for submission to the Securify Customer Support case queue. A Securify Customer Support Engineer will respond at the earliest available opportunity between the hours of 8:00AM and 8:00PM.

7. PRIORITY AND SEVERITY LEVELS:

When reporting a problem, Customer shall indicate its priority and severity levels according to the following definitions:

- P1 Urgent problem:** Case requires the most urgent attention; core operations or business process cannot be accomplished or are at risk.
- P2 Serious problem:** Case needs priority as appropriate to severity of problem.
- P3 Problem:** Case needs attention as appropriate to severity of issue.
- P4 Inquiry:** Customer has question about functionality.
- S1 System Down / Losing Data:** System component is down and critical data is being lost or is at immediate risk of being lost.
- S2 System Down:** System component is down, but a loss of critical data is not yet being experienced.
- S3 System not functioning properly:** Functions are not operating as specified.
- S4 Unexpected result or response:** System does not appear to be returning the expected data, or is returning an unexpected response.
- S5 General Inquiry/Request:** General inquiry as to system functionality, how to configure a feature, general help.

8. PROBLEM REPORT TEMPLATE

The following information is required when reporting problems:

Reported by: (name, email address, and phone number)
At Company: (company name)

Date reported: (date of initial report)
Software Version No.: (e.g. SecurVantage Studio version 4.3, 5.0, 5.1)
Platform exhibiting: (hardware, OS release, e.g. Dell, WinXP)
Problem:
Priority: (rank according to definitions above)
Severity: (rank according to definitions above)
Comments: (as much detail as possible regarding symptoms, events surrounding the initial problem identification, any steps taken towards remediation, etc)

8. SECURIFY RESPONSE LEVELS

Securify responds to problem reports in three stages:

Initial Response: Acknowledgment of receipt of problem report via electronic mail or and assignment of a case number. If Securify disagrees with or has questions about the priority assigned to the problem, the acknowledgment will note the issue and the priority will be discussed with Customer.

Secondary Level: Temporary fix or work-around communicated to Customer via electronic mail or other appropriate means. In the event that the problem could not be reproduced or diagnosed, the response will indicate such and may recommend actions to help in the diagnosis or request additional information.

Final Level: Official fix, update, product release, or updated documentation provided. In the event that the problem could not be reproduced or diagnosed, the problem report will remain in an open status with mutual troubleshooting continuing until satisfactory resolution.