Software Subscription and Service Purchase Agreement

This Software Subscription and Service Purchase Agreement (including its Exhibits and the Sales Quotations and Accepted Purchase Orders) ("Agreement") is made as of the Effective Date by and between the Corero entity as defined below ("Corero") and the customer that purchases Corero Software Subscription and Services ("Customer").

Recitals

A. Corero offers software and services designed to assist in deflection and management of distributed denial of service attacks;

B. Customer desires to purchase from Corero or an Authorized Partner and Corero desires to sell and license to Customer, directly or via an Authorized Partner, certain such 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 "Accepted Purchase Order" has the meaning set out in Section 2.2.

1.2 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity or in which Corero or the Customer, as the case may be, has any equity interest in excess of 25%.

1.3 "Authorized Partner" means a party that has contractually registered with Corero as a distributor, reseller, referral partner, or other third party or representative to sell and deliver Products on behalf of Corero.

1.4 "Change Management Process" means the process adopted by Customer when changes to the Product are necessary (software or otherwise) for instance for a new software update. The Change Management Process shall be established and modified by Customer from time to time, and discussed and arranged with Corero. In the event the Change Management Process is not reasonable, or it prevents or delay's Corero's ability to timely or fully perform under this Agreement, including without limitation, the ability to meet the service levels in Exhibit A, such failure by Corero shall not constitute a breach of this Agreement.

1.5 "Corero" shall mean the Corero corporate entity identified in the Sales Quotation or Order Acceptance (each as defined below), either Corero Network Security, Inc., a Delaware corporation with its head office located at 293 Boston Post Road West, Suite 310, 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 St. Mary's Court, The Broadway, Amersham, Buckinghamshire, HP7 0UT, UK.

1.6 "Documentation" means any documentation provided by Corero to Customer, whether in hard or electronic copy, relating to any Product, as updated from time to time.

1.7 "Effective Date" means the date that Corero accepts the initial Purchase Order submitted to it by Customer or Authorized Partner in accordance with Section 2.2.

1.8 "End-of-Sale Date" means the last date to order the Product. The Product is no longer for sale after this date.

1.9 "License Scope" or "Scope" means the capacity of Software monitoring usage that Customer has purchased and is authorized to use, as specified in the Sales Quotation. Corero licenses its Software pursuant to this Agreement for installation in Customer's network based on the number of "instances" of virtual installation (as set out in the Sales Quotation and Accepted Purchase Order). Software installation requires the installation of Corero's management software and deployed instances of monitoring software. Instances are measured by the capacity of traffic that a Software installation can process. Each installation of management software can control a certain number and capacity of instances, as further described in Corero's Documentation and Corero's Sales Quotation.

1.10 "Product" means individually and collectively any and all Software and Services provided by or on behalf of Corero to Customer pursuant to this Agreement.

1.11 "Product Support Guide" means the product support guide which is referenced in Exhibit A.

1.12 "Purchase Order" shall be a written order, whether hard or electronic copy, that lists Products, quantities and prices that Customer desires to purchase from Corero that is submitted to Corero or an Authorized Partner of Corero's by an authorized representative of Customer.

1.13 "Sales Quotation" shall be a written quote, whether hard or electronic copy, that lists Products, quantities and prices that Corero is willing to sell/provide to Customer directly or through a Corero Authorized Partner.

1.14 "SecureWatch Analytics" means the security analytics portal and dashboards based on Distributed Denial of Service ("DDoS") tailored security feeds from Corero's SmartWall threat defense system.

1.15 "SecureWatch Maintain" means the base level maintenance and support service described in Exhibit A.

1.16 "SecureWatch Managed Service(s)" means an optional, premium DDoS monitoring and mitigation managed service described in Exhibit B.

1.17 "Security Operations Center ("SOC")" means Corero's technical support engineers and customer service and support employees.

1.18 "Service" means a service provided by Corero, as detailed in the Sales Quotation and described in the Exhibits and Product Support Guide, pursuant to this Agreement, including if applicable SecureWatch Managed Services described below.

1.19 "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 licensed directly by Corero to Customer, or whether it is other software used by Corero in the provision of any Service.

1.20 "Subscription Term" means the period of time that Customer is authorized to use the Corero Software, or the duration of the Service offering, as set out in Section 4.1.

1.21 In the event of any conflict or inconsistency, the following order of precedence shall apply (a) first, the clauses of this Agreement (excluding the Exhibits), (b) then, the Exhibits to this Agreement, (c) then, Sales Quotations, and (d) lastly, any Accepted Purchase Orders.

2. Purchase of Software or Services

2.1. Customer shall, whether in response to a Sales Quotation or otherwise, offer 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, subscription term, and requested delivery 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 (and an "Accepted Purchase Order" shall be construed accordingly). Any term or condition stated on such Purchase Order or any Sales Quotation 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 Quotation issued by Corero to Customer or Authorized Partner. Prices set forth in a Sales Quotation shall be valid and binding on Corero until sixty (60) days after the issuance of such Sales Quotation, or until the expiration date set forth on such Sales Quotation, whichever occurs earlier. Absent a binding Sales Quotation 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.

3. Provision of Services and Software Subscription

3.1 Corero shall perform the Services described in this Agreement during the Subscription Term, in accordance with this Agreement. Customer must perform its responsibilities as set forth in this Agreement (and any Response Plan, as defined in Exhibit B) 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 Subscription Term, Corero shall make available and Customer shall (where it wishes to receive it) purchase the "Software Maintenance and Support Service" as described in Exhibit A for all Software, and if applicable, the SecureWatch Managed Service described in Exhibit B.

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 License. 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 Software provided to Customer for the duration of the Subscription Term purchased by Customer, in accordance with the License Scope purchased by Customer. Customer may use the Software (i) for Customer's internal business purposes including the business purposes of its Affiliates, (ii) as intended through the normal functionality of the Software, as necessary for the purposes of receiving the Services and (iii) in accordance and compliance with the terms of this Agreement. Any copy of the Software and Documentation provided to Customer under this Agreement is licensed, not sold, to Customer by Corero. The Customer must use the Corero Software in accordance with the applicable Documentation. Customer may make copies of the Software and Documentation solely for backup or archival purposes which are necessary for its lawful use, provided that all copyright and other notices are reproduced on that copy, or Customer may copy the Software to a single hard disk provided Customer keeps the original solely for backup or archival purposes. If the Software is an upgrade, Customer may use it only with the system unit designated by Customer and notified to Corero.

3.5 Restrictions. Customer may not (i) modify, translate, adapt or create derivative works from the Software or Documentation, (ii) decompile, disassemble, decrypt, extract or otherwise reverse engineer the Software, except to the extent this restriction is expressly prohibited by applicable law, (iii) circumvent, disable or otherwise interfere with security-related features of the Software, or (iv) use the Software for any illegal purpose, in any manner that is inconsistent with the terms of this Agreement, or to engage in any illegal activity. Customer may not loan, rent, transfer, lease, or license the Software or allow third parties to use the Software via time sharing, service bureau, or other arrangements, or copy the Software or Documentation other than as expressly provided herein.

3.6 Copyright and other intellectual property. Corero (or its licensors) shall own all intellectual property rights in the Software, Documentation, and products of the Services (and in each case, all modifications and updates thereto), and Customer shall promptly enter into such documentation as is reasonably required by Corero to vest ownership of intellectual property accordingly. Customer shall have no rights in or to the Software, Documentation, or products of the Services other than the right to use them in accordance with the terms of this Agreement. The provisions of this Section 3.6 shall survive termination or expiration of this Agreement.

3.7   Changes to License Scope. If the License Scope changes during the Subscription Term, Customer shall without delay inform Corero. In addition, the mitigation capacity for each Product shall be monitored by the SOC. The License Scope shall be deemed to have been exceeded if traffic capacity is above the licensed level for more than 5% of the time, defined as the 95th percentile, in a calendar month. Should the capacity for any Product exceed the current License Scope, the next level of License Scope (as set out in the Sales Quotation) will be chargeable at the start of the following month and Corero shall issue an invoice for the new License Scope and incremental SecureWatch Maintain services in respect of the period up to Customer's next renewal date. Such invoice shall be payable within thirty (30) days.

4.   **Term and Termination**

4.1   The term of this Agreement shall begin on the Effective Date and shall continue (unless terminated in accordance with Section 4.2 below) for the specific period indicated on the initial Accepted Purchase Order ("Initial Subscription Term"). Customer or Authorized Partner may extend the term (for such period specified in the Sales Quotation) by submitting a Purchase Order for the renewal of Services and/or the Software prior to the expiration of the Initial Subscription Term (or Renewal Subscription Term, as applicable). The extension of the term shall only be binding once the renewal Purchase Order becomes an Accepted Purchase Order. The extended Subscription term, as indicated on the Accepted Purchase Order for a renewal, shall be defined as a "Renewal Subscription Term." The Initial Subscription Term and all subsequent Renewal Subscription Terms shall collectively be referred to as the "Subscription Term."

4.2   Either party shall have the rights to terminate this Agreement if: (i) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or (ii) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or (iii) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or (iv) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; (v) the other party ceases, or threatens to cease, to trade; or (vi) the other party takes or suffers any similar or analogous action to any of the foregoing in any jurisdiction in consequence of debt; and/or (vii) the other party materially breaches this Agreement, and either such breach is incapable of remedy or if capable of remedy, such breach is not remedied within thirty (30) days after written notice thereof.

4.3   Where, by virtue of Section 10.9, Massachusetts state law applies in respect of this Agreement, except for: (i) Corero's

obligations pursuant to Section 9 (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 otherwise provided in this Agreement, if this Agreement expires or is terminated by either party, neither party shall have any further obligations to the other party, except that any amounts due to Corero shall remain payable.

4.5   Where, by virtue of Section 10.9, Massachusetts state law applies in respect of this Agreement, no action, regardless of form, arising out of, or in any way connected with the Products 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   Upon any termination or expiration of the Agreement (howsoever arising): (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; (b) the License and all rights to use the Software and Documentation shall terminate and Customer must cease all use of the Software and Services; and (c) all provisions that are expressed as surviving, or which by their nature should survive termination, will remain in full force and effect, including but not limited to warranty disclaimers, limitations of liability and intellectual property ownership.

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. Unless specified otherwise in an Accepted Purchase Order, Products priced in one year increments may be adjusted annually as mutually agreed by the parties. In the absence of such agreement, Corero may increase the amount of such charges, provided that the amount of such annual increase shall not exceed five (5) per cent. Amounts due annually shall be invoiced at the commencement of each such annual service period specified in an Accepted Purchase Order.

5.2   Corero shall be entitled to issue invoices for any fees and charges at such dates and/or intervals as specified in an Accepted Purchase Order (or, if no invoicing dates or intervals are specified, at any time on or after its acceptance of the Purchase Order). Customer shall pay all invoices net thirty (30) days from the invoice date ("Due Date"). All charges shall be invoiced and paid in the currency identified in the Sales Quotation.

5.3   If any sum payable by Customer is not paid to Corero or the Authorized Partner by the Due Date, then (without prejudice to Corero's other rights and remedies) Corero: (a) shall be entitled to suspend the provision of the Software and/or Services until all outstanding invoices have been paid; and (b) reserves the right to charge interest on that sum on a daily compounded basis (before as well as after any judgment) at an annual rate of four per cent (4%) above the base rate from time to time of Barclays Bank PLC which is in force, in either England or Massachusetts as applicable,

(depending on whether this Agreement is subject to English law or Massachusetts state law respectively).

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

5.5 Survival. The provisions of this Section 5 shall survive termination or expiration of this Agreement.

6. **Confidential Information and Data Protection**

6.1 "Confidential Information" means, without limitation, (a) Corero's product price lists, non-public technical information and documentation, or Corero's other business or product information marked as "confidential" or which is by its nature confidential; (b) the terms and conditions of this Agreement; (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 (data defined by sub-Sections (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 the party receiving the information ("Receiving Party"), (b) was in Receiving Party's lawful possession prior to disclosure as shown by its written records, (c) is lawfully disclosed to Receiving Party by a third party without restriction on disclosure, or (d) is independently developed by the Receiving Party 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, 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 Any breach of the confidentiality provisions in this Agreement shall be a material breach for the purposes of Section 4.2(vii).

6.4 Data Protection. Each party acknowledges that neither party processes any substantial amounts of personal data (as defined in the applicable data protection laws, including, in the UK, the GDPR and Data Protection Act 2018 ("DP Laws")) under this Agreement. The parties may incidentally share the contact details of key representatives of each party for the purposes of liaison under this Agreement or the Services provided hereunder. Each party shall be a data controller (as such term is defined under

the GDPR) of such personal data, and shall comply with all the obligations imposed on a controller under the DP Laws.

6.5 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 in the Exhibits and Documentation.

7.2 Corero warrants that during the Subscription Term, the Software, as originally delivered and unaltered by anyone other than Corero, will substantially conform to the applicable product Documentation provided with the Software. This limited Software warranty is void if failure of the Software is due to alteration, accident, abuse, or misapplication through no fault of Corero. This limited warranty extends only to Customer as the original licensee.

7.3 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 Product that does not meet the above warranty by utilizing the procedures described in Exhibit A. In the event that Corero is unable to repair or replace the Product, Corero may, at its sole option, terminate this Agreement and refund to Customer the fees paid in advance in respect of the remainder of the Subscription Term after the date of termination.

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 acting on behalf of Corero will use any Product or connection utilized by any Product 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 (see Exhibit C). 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 C, Corero shall at all times strictly adhere to the limits and requirements set forth in Exhibit C.

7.5. Corero represents and warrants that it shall provide Customer with at least three (3) months advance written notice before the End-of-Sale Date occurs for any Software; provided, however, that any Subscription Term purchased by Customer shall continue for its specified duration.

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. Except as set out in this Agreement, the Software is provided to Customer "as is" without warranty of any kind.

7.7 Each party warrants that they are authorized to enter into and perform this Agreement, and Corero hereby represents and warrants to Customer that (i) the copyright, trade secrets, and all other intellectual property rights in the Software and product Documentation (including any images, photographs, animations, video, audio, music and text incorporated in them) are owned by Corero or its licensors and are protected by the copyright and other laws of the United States and other countries and by international treaty provisions; (ii) the Software (including all subsequent deliveries of updates, patches and enhancements) does not contain any virus, worm, time bomb, trap door or back door, drop-dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than Customer; (iii) Corero has all required rights and authority to sublicense and distribute such any third party software embedded in the Software; and (iv) the Software will be free of defects in materials and workmanship and will perform substantially in accordance with the specifications and Documentation. Corero retains all rights not expressly granted in this Agreement.

7.8 TO THE MAXIMUM EXTENT PREMITTED BY APPLICABLE LAW, EXCEPT AS SET FORTH IN THIS AGREEMENT, CORERO DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS 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 (i) THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR WILL PROTECT AGAINST ALL POSSIBLE THREATS OR ATTACKS, (ii) ALL SECURITY THREATS, MALICIOUS CODE AND/OR VULNERABILITIES WILL BE IDENTIFIED AND BLOCKED, (iii) THE OPERATION OF THE PRODUCTS WILL RENDER CUSTOMER'S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS OR OTHER SECURITY BREACHES, OR (iv) THERE WILL BE NO FALSE POSITIVES IN TERMS OF IDENTIFYING POSSIBLE THREATS OR ATTACKS.

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.

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

8. **Other Limitations**

Sections 8.1 to 8.3 shall only apply where, by virtue of Section 10.9, English law applies in respect of this Agreement:

8.1 Nothing in this Agreement shall limit the liability of either party to the other for:
(a) personal injury or death caused by their negligence,
(b) fraud or fraudulent misrepresentation,
(c) the indemnities set out in Sections 8.5 and 9, or
(d) any liability which cannot be excluded or limited under applicable law.

8.2 In no event will either party be liable to the other for any:
(a) lost revenue (whether direct or indirect),
(b) lost profit (whether direct or indirect),
(c) lost or damaged data (whether direct or indirect),
(d) business interruption (whether direct or indirect),
(e) loss of capital (whether direct or indirect), or
(f) special, indirect, consequential, incidental, or punitive damages,
in each case howsoever arising, including, without limitation, in contract, tort (including negligence) or whether arising out of the use of or inability to use the software, even if, in each case, the relevant party, its Affiliates, officers, directors, employees, agents, suppliers and licensors, have been advised of the possibility of such damages.

8.3 SUBJECT TO SECTIONS 8.1 AND 8.2, THE TOTAL LIABILITY OF CORERO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO THE CUSTOMER:
(a) IN RESPECT OF A PARTICULAR PURCHASE ORDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL PRICE PAID OR PAYABLE BY CUSTOMER TO CORERO UNDER THAT PARTICULAR PURCHASE ORDER; AND
(b) OTHERWISE IN RESPECT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL SUM OF $1,000,000 (ONE MILLION US DOLLARS).

8.4 This Section 8.4 shall only apply where, by virtue of Section 10.9, Massachusetts state law applies in respect of this Agreement. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTIONS 8.5 AND 9, HEREIN, IN NO EVENT (i) SHALL EITHER PARTY'S LIABILITY FOR ANY DAMAGES EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO CORERO HEREUNDER, DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD, FOR THE SPECIFIC SOFTWARE OR 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.

8.5   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.

8.6   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. Where, by virtue of Section 10.9, Massachusetts state law applies in respect of this Agreement, 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.

8.4   All limitations contained in this Section 8 shall survive termination or expiration of this Agreement.

9.   **Indemnification**

9.1   Corero shall defend, indemnify and hold Customer and its Affiliates 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 Products or Customer Indemnitee's operation or use of the same in accordance with this Agreement 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 conduct and 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 impaired Corero's ability to defend such Claim.

9.2   If the Product does, or in Corero's opinion, might be held to infringe, as set forth in Section 9.1 above, Corero may, at its option, (i) replace or modify the affected Product so as to avoid infringement, (ii) procure the right for Customer to continue the use of the affected Product, or (iii) if, in Corero's sole reasonable discretion, neither (i) nor (ii) are reasonably practical, refund Customer's fees for the remainder of the then current Subscription Term for such infringing or potentially infringing Product.

9.3   Notwithstanding the foregoing, Corero will have no obligation under this Section 9 or otherwise with respect to any infringement claim to the extent caused by (a) any use of the Products and/or Documentation in a manner that is not in compliance with this Agreement, (b) any use of the Products in combination with other products, equipment, software, or data not supplied by Corero, except as specified, required or recommended in the Documentation or otherwise in writing by Corero, (c) Customer's continued use of any non-current, unaltered version of the Products following notification by Corero that the non-current unaltered version of the Products may be infringing and of the need to use a more recent version of the Products provided that the use of such current version does not require the purchase of additional Products, goods or services by Customer, or (d) any modification of the Products and/or Documentation by any person other than or authorized by Corero.

9.4   Each party's obligations under this Section 9 shall survive termination or expiration of this Agreement.

10.   **General Provisions**

10.1   Except with regard to Customer payment obligations, neither party shall 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, pandemic, epidemic, 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) the non-performing party gives prompt written notice thereof to the other; and (b) the non-performing party takes all reasonable steps to mitigate the effects of the Force Majeure Event. If a Force Majeure Event that affects a party's ability to perform continues for more than thirty (30) days, the other party may elect to terminate this Agreement.

10.2   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 this Agreement are severable. If any provision of this Agreement 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 this Agreement may be terminated.

10.3   This Agreement makes up the complete and exclusive agreement for the supply of Products 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.

10.4 Corero reserves the right to freely assign its rights under this Agreement to its Authorized Partners or Affiliates and to subcontract any of its rights and obligations under this Agreement, but Corero will remain primarily liable for such subcontracted performance and compliance with this Agreement. No consent is required in such event, or 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. Unless expressly authorised under this Agreement, neither party shall, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), assign, transfer, novate, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

10.5 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.

10.6 All notices under this Agreement shall be in writing and (except where this Agreement states otherwise) shall be sent to the parties at: in respect of Corero, the address of the relevant Corero entity set out in the definition of Corero (or as otherwise notified to Customer) on the first page of this Agreement, and in respect of Customer, the address of the Customer set out in an Accepted Purchase Order or as otherwise notified to Corero. 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; or (iv) one (1) day after deposit with a commercial overnight carrier.

10.7 During the Subscription 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 public manner provided that the employee in question has not been approached by the other party prior to that employee making such application.

10.8. Injunctive Relief. Nothing in this Section 10 or elsewhere in this Agreement will prevent either party from seeking interim injunctive relief against the other party in the courts having jurisdiction over the other party. 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 without prejudice to their other rights and remedies under this Agreement, each party shall have the right (except where their remedies are expressed as sole and/or exclusive remedies) to seek equitable relief by the way of injunction to restrain any violation of its

intellectual property, confidentiality or otherwise, and to such further relief it may be entitled at law or in equity.

10.9 If the Corero entity that is a party to this Agreement is 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.

10.10 Mediation. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") then the parties shall follow the procedure set out in this Section 10.10: (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute, (b) if the parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with either the CEDR Model Mediation Procedure (where by virtue of Section 11.9, this Agreement is subject to English law) or; the equivalent procedure used by ICDR (where this Agreement, by virtue of Section 11.9, is subject to Massachusetts state law). Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR/ICDR, as applicable. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR/ICDR, as applicable. The mediation will start not later than thirty (30) days after the date of the ADR notice.

10.11 Legal Actions. Each party hereby submits to the exclusive jurisdiction of: (a) (where, by virtue of Section 10.9, Massachusetts state law applies in respect of this Agreement) the United States federal courts in Boston, Massachusetts for all matters related to the enforcement of any arbitral award and legal actions seeking injunctive relief, or (b) (where, by virtue of Section 10.9, English law applies in respect of this Agreement) and subject to Section 10.10, the courts of London, England, to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation (including without limitation any legal actions seeking injunctive relief). The application of the United Nations Convention of Contracts for the Sale of Goods is expressly excluded.

10.12 Save for any benefits conferred on any Affiliate of Corero under this Agreement, this Agreement does not confer any rights on any third party to enforce any terms of this Agreement.

10.13 This Section 10 shall survive termination or expiration of this Agreement.

Exhibit A
Software Maintenance and Support Services

Description of Services

Corero's Software Maintenance and Support Services are set out in the Corero Product Support Guide which can be accessed on the Corero web site https://www.corero.com/support/end-user-agreements.html

Defined terms in this Exhibit same have the same meaning as in the Corero Product Support Guide and this Agreement.

1.0   Service-Specific Terms and Conditions

1.1   Software

The Services are rendered to support Corero Software. 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 Software must be covered by the purchased Services.

1.2   Eligibility of Software

Software shall be eligible for Services under this Agreement so long as (i) the Software meets Corero's specified Minimum Revision Level (as defined in Paragraph 1.3), (ii) the Software is unmodified by Customer unless done so at the express direction of Corero; and (iii) the Software was purchased from Corero or one of Authorized Partners and the purchase is covered by a valid software license agreement between Customer and Corero. Where Customer does not renew Services in respect of any Software, for a period greater than sixty (60) days, Corero shall only reinstate such after review and written approval and only after all fees have been paid by Customer.

1.3   Minimum Revision Levels

Corero, at its sole option may discontinue its obligation to provide Services for Software or require a Minimum Software Revision (as defined below) be implemented (both a "Discontinuance"). In such event, Corero and the Authorized Partners will no longer be under any obligation to provide any support for the Software. 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 set out in an Approved Purchase Order (the "Initial Maintenance Term") or then current contracted maintenance and support renewal period set out in an Approved Purchase Order (the "Maintenance Renewal Term"), whichever is latest.

The "Minimum Software Revision" shall be the then current generally available release (Major Software Release or Minor Software Release) and the sequentially previous sequentially previous release (Major Software Release or

Minor Software Release).

Corero may also require a certain minimum software revision level for new features and will notify the Customer through its advisory notification system if such requirement is implemented by Corero and may also post a Software support matrix on the Corero support portal at https://corero.force.com/support ("Corero Support Portal") which will summarize the minimum software revisions required.

1.4   Exclusions

Services excluded from this Agreement include Services for any Software 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 the Software which results from, or is caused by, the exclusions from Services identified in this Paragraph 1.4 shall be invoiced by Corero, and paid for by Customer, at Corero's then current published rates.

1.5   Responsibility of Customer

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

1.5.2   When reasonably possible, Customer shall allow, subject to Customer's reasonable written security practices and requirements provided to Corero in advance ("Customer's Security Requirements"), Corero remote access to the Software 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 Software in accordance with Customer's Security Requirements.

1.5.3   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 Software. All such access shall be conditioned upon Corero's compliance with Customer's Security Requirements.

1.5.4   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 Software, 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 Software. Customer agrees that if a malfunction or error is: (a) reported to Corero technical Support Services; (b) the defect or issue is with software or equipment not supplied by Corero; (c) Corero notifies Customer in writing of such event prior to incurring any charges; and (d) Customer agrees in writing to pay Corero to remedy the issue, then Corero may invoice Customer on a time and materials basis for the reasonable work done isolating the malfunction or error.

1.5.5   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. Full access to the Corero Support 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.

1.6   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 Software (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 who are not under common ownership or control with Customer without Corero's prior written consent. Customer shall cease use of, and Corero may remove, such Support Materials upon the expiration or termination of this Agreement.

1.7   Movement of Hardware

Customer shall provide Corero at least thirty (30) days advance written notice of its intention to move the hardware on which the Software is running which notice must specify the new location. In the event of an emergency move, Customer must notify Corero in writing within ten (10) days of such emergency move.

1.8   Software Updates

Subject to the terms and conditions hereunder, Corero grants to Customer a non-exclusive, non-transferable limited license to use Major Software Releases, Minor Software Releases and Maintenance Software Releases or functionality which Corero makes available to all of its customers free of charge ("Software Updates"), in accordance with the License Scope and terms and restrictions set out in Section 3 (and the other provisions of the Agreement) for the Subscription Term purchased by Customer, at no additional cost 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. For purposes of clarification, Software Updates do not include Major Software Releases or 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 Software Updates available to any third party, and the terms of the License in Section 3 (and the other provisions of the Agreement) shall apply to all Software Updates. 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.

1.9   Customer Cause

Corero will not be in breach of any of its obligations under this Agreement and will not be liable to Customer (and Customer shall not be entitled to terminate for breach) to the extent that Corero's or an Authorized Partner's performance of the Services (or any of its other obligations) is delayed, prevented, impacted or otherwise affected by a Customer Cause. For the purposes of this Exhibit, "Customer Cause" means anything which results directly or indirectly from the Customer's: (a) breach of this Agreement; (b) misuse or improper use of the Products (including any acts or omissions of the Customer or its users which are prohibited or not expressly permitted in the Documentation); (c) delay or failure in performing its own obligations, or in providing notices, arrangements, engagement, access, assistance or information to Corero; (d) combination, merger, or use of the Products with any hardware or software not provided or recommended by Corero; and/or (e) Customer's Security Requirements.

Exhibit B
SecureWatch Managed Service

Defined terms in this Exhibit have the same meaning as in the Corero Product Support Guide and this Agreement.

Description of Services

The SecureWatch Managed Service is a suite of configuration optimization, monitoring and response services delivered by the SOC. Customers receive expert DDoS services including monitoring and response in the event of a DDoS attack.

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; PROVIDED THAT ANY SUCH CHANGES SHALL MATERIALLY NOT DIMINISH THE SUBSTANCE OF THE SERVICES. BY ORDERING SECUREWATCH MANAGED SERVICES AND ACCEPTING THE BENEFIT OF THE SERVICES, CUSTOMER CONCLUSIVELY INDICATES THAT IT ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT.

1.0 Pre-requisites

In order for Corero to deliver the Services, Customer must have installed the Corero products and purchased an active Software, Maintenance, Updates and Maintain ("SMUM") Services agreement (as defined in the Product Support Guide) for each of the Corero products listed in Exhibit D.

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 defense best practices.

C. The SOC and Customer shall collaboratively establish a coordinated DDoS 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 Subscription 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. Deliver reports of the standard weekly configuration, performance, fault and security activity such as:

- 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

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

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

F. If/once Customer is under attack, Corero's SecureWatch analysis team ("SWAT") will initiate the DDoS threat Defense Response Services as defined below.

G. Maintain at least monthly bi-lateral communications between the SOC and Customer to include:
- Customer awareness of latest general DDoS threat activity;
- Maintenance of documentation describing Customer IT environment;
- Maintenance of Defensive Configuration; and
- 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 an Approved Purchase Order for. The SecureWatch Managed Service Levels are:

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

"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 the SmartWall Solution 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.

Customers that expend their contracted number of SecureWatch Managed Service Incidents (as specified in the Sales Quotation) prior to the expiration of the Initial Subscription Term 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 Paragraph 5 below.

5.0 "DDoS Defense Response Services"

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

   i. Minimal impact to Customer major business operations;
   ii. Only occasional or intermittent instabilities of Customer core business functions; and
   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**
   3) **Network bandwidth, in the case of DDoS attacks 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 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 description 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 provided by Corero or the Authorized Partner and return it to Corero.

B. Provide the SOC with ongoing remote access to the SmartWall Solution as deemed appropriate by Customer in its sole discretion. If the means for Corero to access the SmartWall Solution changes, Customer shall provide Corero with at least one-week's prior written notice communicated to the SOC.

C. Provide the SOC in line with Customer's standard operating procedures discussed and arranged upfront with Customer, if any, for change management relating to the SmartWall Solution.

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.

F. Provide all information on Customer environment including security policy, business objectives, server configurations and applications usage baseline.

G. Provide Corero SOC at least thirty (30) days advance written notice of its intention to move the SmartWall Solution installation location which notice must specify the new location. In the event of an emergency move, Customer shall provide Corero written notice within ten (10) days of such emergency move.

H. Work with the SOC to define a Response Plan.

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

   i. Informing the SOC of changes to Customer environment; and

ii. Review and validation of the ongoing applicability of the Response Plan.

J. Ensure 24x7 availability of a named Customer contact in the event of a DDoS attack, to deliver Customer specific aspects defined within the Response Plan, until mitigation of the DDoS attack.

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 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, but shall be treated as a Customer Cause for the purposes of Paragraph 7.0 below.

7.0   Customer Cause

Corero will not be in breach of any of its obligations under this Agreement, and will not be liable to Customer (and Customer shall not be entitled to terminate for delayed, failed or inadequate performance) to the extent that Corero's or an Authorized Partner's performance of the Services (or any of its other obligations) is delayed, prevented, impacted or otherwise affected by a Customer Cause. For the purposes of this Exhibit, "Customer Cause" means anything which results directly or indirectly from Customer's: (a) breach of this Agreement; (b) misuse or improper use of the Products (including any acts or omissions of Customer or its users which are prohibited or not expressly permitted in the Documentation); (c) delay or failure in performing its own obligations, or in providing notices, arrangements, engagement, access, assistance or information to Corero; (d) combination, merger, or use of the Products with any hardware or software not provided or recommended by Corero; and/or (e) Change Management Process, or failure or delay in making a Customer contact available to Corero.

Exhibit C
SecureWatch Data Collection, Storage and Access Guide

Introduction
SecureWatch is a suite of subscription-based security services to provide additional support to maximize the effectiveness of Corero security solutions in protecting customer infrastructure and data.

Within the context and scope of the SecureWatch service delivery, Corero requires access to the installed SmartWall Solution 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, maintaining system performance and incident handling.

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 the SmartWall Solution providing automated administration and response where required. The service is restricted to monitoring Corero products only including software and where applicable hardware components (collectively the "SmartWall Solution").

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 SmartWall Solution 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 System Health Information:** Summarized Network Traffic Metadata and Security Events generated by the SmartWall Solution are collected to provide customer Dashboards, Alerting and Reporting. This information includes Security Messages, Network Messages, Top-Type Metadata messages, System Messages and sampled sFlow sample messages.

- **System Configurations and Logs Information:** Periodically system configuration and device log information are collected from the SmartWall Solution. This information includes Central Management System backup files and audit and diagnostic log files.

- **System Health information:** The SmartWall Solution Health information is collected to provide forensic backup information during the analysis of customer incidents. This information includes VM CPU and memory usage.

This full set of collected information is available following written request by Customer to the SOC.

Where Information is stored?

- **Network Traffic, Security Event, Corero SmartWall System Health Information:** The customer sensitive data is all stored locally at the customer location, and for the avoidance of any doubt, Corero does not process any personal data on behalf of the Customer under this Agreement. 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.

- **System Health information:** The SmartWall Solution health information is stored at Corero's secure colocation facilities. This information does not contain any customer sensitive data.

Connecting the SmartWall Solution to the Corero SOC

The SecureWatch Service requires the Customer to have a secure connection between the SmartWall Solution and the monitoring systems in Corero's primary and backup secure colocation facilities. The SmartWall Solution initiates and maintains a secure OpenVPN or 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 Customer's SmartWall Solution.

Change Control

Changes to customer policies are carried out in accordance with customer defined change control procedures previously discussed and arranged with Corero. These typically include emergency change control procedures that provide Corero SOC personnel the ability 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.

Exhibit D
Corero Product Summary

Customer Technical Contact Information:

Company Name: _____
Name: _____
Title: _____
Phone: _____
Email: _____

The SecureWatch Managed Service purchased by the Customer is associated with a set of unique Corero products including software and where applicable hardware components, and the Customer locations ("Location"). The following form, defines the Products and Locations covered by the Service purchased.

Note: The SecureWatch Managed Service is not available for and does not cover the Corero SmartWall Service Portal software.

Corero Product Model	CMS UUID for virtual software instances	Location
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		
11)		
12)		
13)		
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20)		