

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, offered as a unitary product, 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 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) in order to meet evolving threats. 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 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 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 “End-of-Sale Date” means the last date to order the Product. The Product is no longer for sale after this date.

1.7 “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.

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

1.9 “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 maintenance request 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.

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

1.11 “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 agent of Customer.

1.12 “Sales Quotation” 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 a Corero Authorized Partner.

1.13 “Service” means a service provided by Corero, as detailed in this Agreement and specified in the Sales Quotation, including if applicable SecureWatch Managed Services.

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 “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 and including the Documentation relating to such Software.

1.19 “Software License Scope” or “Scope” means the mitigation and Software capacity usage that Customer has purchased and is authorized to use. Corero licenses its Software pursuant to this Agreement for installation in Customer’s network based on the

mitigation capacity as further described in the Documentation and Sales Quotation.

2. Purchase of Equipment or Services

2.1. Customer shall 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, 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 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 for 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.

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. Delivery of Equipment shall be ExW Corero's contract manufacturer's site Incoterms® 2020 Rules.

2.7. Customer 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 Hardware Support and 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 the Services, upon notice to Customer which shall be deemed to have been provided when posted on the Corero support portal.

4. Software License

4.1. 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 ordered by and provided to Customer, in accordance with the License Scope and the Documentation, on the Corero Hardware product on which it is provided to Customer, except in the case of any standalone software, such as the Centralized Management Software or SecureWatch Analytics Software, SmartWall software, all of which may be operated on (a) Customer's servers, (b) Corero sourced Equipment or (c) the Corero SecureWatch Server. Such License shall permit Customer to use the Software (i) for Customer's (and its affiliates) internal business purposes, (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.

4.2. Customer may copy the Software solely for backup or archival purposes if all copyright and other notices are reproduced on each 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 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.

4.3. If Customer License Scope changes during the Term, the Customer shall without delay inform Corero. In addition, the mitigation capacity for each Product shall be monitored by the SOC. The licensed 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 to Customer's next renewal date. Such invoice shall be payable in thirty (30) days.

4.2 COPYRIGHT AND OTHER REPRESENTATIONS

Corero represents and warrants that as of the date of this Agreement and throughout its term: (A) the copyright, trade secrets, and all other intellectual property rights in the Software and product Documentation are owned by Corero or its suppliers and are protected by the copyright and other laws of the United States and other countries and by international treaty provisions; (B) 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; and (C) Corero has all required rights and authority to sublicense and distribute such any third party software embedded in the Software.

4.3 RESTRICTIONS

Customer may not (i) modify, translate, adapt or create derivative works from the Software, (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, 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 other than as expressly provided herein. In addition, if the Software is being used for evaluation testing prior to purchase, Customer shall treat the results of such testing as confidential and proprietary information under any non-disclosure agreement in place between Customer and Corero or an Authorized Partner. Corero retains all rights not expressly granted in this Agreement. The representations set forth in this paragraph shall survive expiration or termination of this Agreement.

5. Term and Termination

5.1 The term of this Agreement (and Software Licenses and Services purchased hereunder) shall begin on the Effective Date and unless terminated earlier in accordance with this Agreement, shall continue for the greater of (i) the period of one (1) year or (ii) the specific period indicated on Customer's 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."

5.2 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.

5.3 Except for: (i) Corero's obligations pursuant to Section 11 (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.

5.4 **Software License Term:** The Software License granted by Corero hereunder is effective only until such time as the Agreement is terminated as provided in this Section 5, and except as provided in this paragraph, this License shall not terminate unless the Agreement has expired or has been terminated. 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 and all rights to use the Software shall terminate and Customer must cease all use of the Software, and (c) all provisions that 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. Notwithstanding the foregoing, in the event that litigation involving the software is either threatened or ongoing at the time of termination, Customer shall have the right to maintain such copies of the software as it deems necessary to defend such action or claims until the resolution of the same, including exhaustion of all appeals.

5.5 Except as provided in Section 7, 8, 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.

5.6 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.

5.7 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 the Exhibits, 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.

6. Charges, Payment and Tax

6.1 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.

6.2 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 Quotation.

6.3 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.

7. **Confidential Information**

7.1 "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.

7.2 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.

7.3 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.

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

8. **Warranties**

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

8.2 **Limited Software Warranty:** Corero warrants that, for a period of ninety (90) days from the date of initial shipment of the Equipment to Customer, the Software, as originally delivered and unaltered, 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.

8.3 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. This warranty applies only to defective Hardware returned by Customer during the warranty period to Corero. In order to return a unit Customer must obtain a RMA approval from the Corero SOC. 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. Once the Equipment under warranty is returned to Corero in accordance with the RMA process in Exhibit A, Corero shall repair or replace the Hardware and return a functioning replacement to Customer, at Corero's cost, within 30 business days of the defective Hardware being received by Corero. All replaced and returned parts become Customer's property on an exchange basis.

8.4 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 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.

8.5 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 Equipment or Software. Corero's End of Software Support date and Last Date of Support commitments are defined in Exhibit A.

8.6 Corero hereby represents and warrants to Customer that (i) Corero has all required rights and authority to grant the licenses

granted hereunder, and (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.

8.7 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.

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 8 shall survive termination or expiration of this Agreement.

8.9 **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 8 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 EACH PARTY'S INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTIONS 9 AND 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.

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 its 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 in accordance with the Documentation 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.

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. If the actions in clauses (i) or (ii), 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, Corero or Customer may terminate this Agreement and Corero shall refund to Customer all amounts paid in respect of the remainder of the Term.

10.3 Notwithstanding the foregoing, Corero will have no obligation under this Section or otherwise with respect to any infringement claim to the extent 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 in the Documentation or otherwise, in writing, by Corero (C) Customer's continued use of any non-current, unaltered version of the Service, Equipment or Software following notification by Corero that such version may be infringing and of the need to use a different version of the Service, Equipment or Software provided that the use of such different 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.

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

11. **General Provisions**

11.1 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, 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.

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 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 this Agreement may be terminated.

11.3 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.

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. Notwithstanding the foregoing, consent shall be required if a party attempts to assign this Agreement, whether through merger, acquisition or sale of all or substantially all of its assets or otherwise, to a direct competitor of the non-assigning party.

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
Hardware and Software Maintenance and Support Services

Description of Services

Corero's Hardware and 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 have the same meaning as in the Corero Product Support Guide and this Agreement.

1.0 Service-Specific Terms and Conditions

1.1 Equipment and Software

The Services are rendered to support the Equipment and 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 Equipment and Software 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 5.2 of this Agreement. Notwithstanding the foregoing, Customer may maintain less than 100% of the Equipment with respect only to the Advanced Hardware Replacement service.

1.2 Eligibility of Products

Equipment and Software shall be eligible for Services under this Agreement so long as (i) the Software meets Corero's specified Minimum Revision Level (as defined herein); (ii) Hardware and Software is 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 between Customer and Corero; and (iv) the Hardware and/or Software was covered by an applicable effective Service contract. Products which lapse coverage from an applicable Service contract 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 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.

1.3 Minimum Revision Levels

Corero, at its sole option may discontinue its obligation to provide Services for a Product or require a Minimum Software Revision be implemented. In such event, whereby the Software will no longer be supported 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 (Major or Minor Release) and the sequentially previous two (2) Minor Releases.

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 and may also post an Equipment support matrix on the Corero Support Portal <https://corero.force.com/support> which will summarize for each Product Family the supported or non-supported status and the minimum software revisions required for the Product to be supported under this Agreement.

1.4 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 1.4 shall be invoiced, 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 Equipment or Software without prior written approval by Corero or as otherwise directed by Corero.

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

1.5.3 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.

1.5.4 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.

1.5.5 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.

1.5.6 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. 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.

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 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.

1.7 Movement of Equipment

1.7.1 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.

1.7.2 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.

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, in accordance with the License Scope and 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. 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 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 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 DDoS attack.

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

CUSTOMERS WHO PURCHASE SECUREWATCH MANAGED SERVICES FROM CORERO SHALL RECEIVE THE SERVICES DEFINED IN THIS AGREEMENT, SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN. 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 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 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 threat 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 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 failure in Corero supplied hardware.
- D. 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
- 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 Product 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 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 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 a 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.

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 threats, 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 attacks, 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.

<https://corero.force.com/support>

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 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 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 and Corero shall have no liability to Customer for such adverse impacts.
- C. Provide the SOC with Customer’s standard operating procedures, 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. If such reasonably 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 SmartWall Solution installation location 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 Response Plan.
- I. Engage in bi-lateral communications with the SOC, at least monthly, to include:
 - i. Inform the SOC of changes to Customer environment; and
 - ii. Review and validation of the ongoing applicability of the DDoS 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. 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
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 at any time on 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. 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 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. 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 (“the Service”) is associated with a set of unique Corero products including software and where applicable hardware components (“Products”), 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	Serial Number for hardware CMS UUID for virtual software instances	Location
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
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