

This document sets forth the terms and conditions for Support and Maintenance Services for Hardware and Software covered by the End User's purchase of the Support and Maintenance Services at the Silver level (the "**Support Terms**").

**"Affiliate"** means, with respect to an entity, any other person or entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with a party. For purposes of the foregoing, "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise).

**"Agreement"** means the terms and conditions of the applicable agreement between End User and AppLogic Networks.

**"AppLogic Networks"** means the AppLogic Networks entity named on the AppLogic Networks quotation, which will be either AppLogic Networks OpCo I LLC or AppLogic Networks OpCo II LLC or an Affiliate of AppLogic Networks OpCo I LLC or AppLogic Networks OpCo II LLC.

**"Business Day"** means a weekday between Monday and Friday but shall not include a day designated as a holiday at the location of the applicable AppLogic Networks or Affiliate offices, including provincial holidays in Ontario, state holidays in California, Delaware and Texas and/or national holidays in Canada and the United States of America.

**"Custom Software Module"** means a non-standard Software module, which may include a customized or bespoke Software module (or which may include the customization or modification of a Standard Software Module) to achieve certain desired functionality in an End User's network that is not made generally available by AppLogic Networks to its customers.

**"Documentation"** means all instructions, manuals, Training Materials, and technical literature, including revisions thereto, for the use and maintenance of the Hardware and/or Software as provided by AppLogic Networks under these Support Terms or the Agreement or otherwise generally provided by AppLogic Networks to end users in connection with the Hardware and/or Software. Documentation excludes Third Party Items.

**"End User License Agreement"** means the terms and conditions applicable to the Software as specified at: <https://www.applogicnetworks.com/legal>.

**"End User"** means the customer entity named on an applicable Purchase Order.

**"General Availability"** means the date a version of Software was first made available to be licensed by AppLogic Networks customers.

**"Hardware"** means the AppLogic Networks tangible, physical hardware equipment as may be ordered by End User from: (i) AppLogic Networks directly; or (ii) an AppLogic Networks-authorized reseller, where the AppLogic Networks-authorized reseller has purchased it from AppLogic Networks for resale to the End User. Hardware does not include any AppLogic Networks software, documentation or any Third Party Items or any physical hardware equipment that is not manufactured by AppLogic Networks or that is not purchased by AppLogic Networks from an original equipment manufacturer ("**OEM**") and sold by AppLogic Networks. Hardware may include OEM firmware and software, and any updates as provided by the OEM for the Hardware.

“**List**” means a list or feed which may be made available by AppLogic Networks but which originates from a third party.

“**LTS Release**” means a long term support (“**LTS**”) release of Software which will be eligible for Support and Maintenance Services for two (2) years from General Availability and will be supported by AppLogic Networks during this two (2) year period unless published otherwise by AppLogic Networks on the Portal in AppLogic Networks most current AppLogic Networks Product Lifecycle document.

“**Maintenance Release**” is an interim Release version of any Software. Maintenance Releases will contain defect fixes only. A Maintenance Release will supersede the prior Maintenance Releases. For example, 22.20.05 will supersede 22.20.02.

“**Portal**” means AppLogic Networks support portal located at: <https://community.applogicnetworks.com>. The location, availability and functionality of the Portal is subject to change from time to time at AppLogic Networks sole discretion. The Portal may include: (a) access to Software Releases, Documentation, knowledge-base articles and order tracking information; (b) the ability to enter support tickets; (c) notifications and information updates from AppLogic Networks; and (d) the ability to request training and access.

“**Products**” means the Hardware, Software and/or Documentation that may be purchased or licensed by End User from AppLogic Networks under the Agreement or from an AppLogic Networks-authorized reseller.

“**Purchase Order**” means a written order issued by End User to AppLogic Networks (or to an AppLogic Networks-authorized reseller) for Hardware, Software and/or Support and Maintenance Services, but excluding any End User pre-printed or standard form purchase order terms and conditions.

“**Release**” means a commercially available version of Software.

“**RMA**” means Return Material Authorization.

“**Signature Update**” means a signature update that is designed to identify Internet traffic and which is made available by AppLogic Networks.

“**Software**” means the AppLogic Networks proprietary software including, without limitation, server software, client software, Software Modules and Cloud Software. Software includes updates and upgrades if any are provided to End User by AppLogic Networks. No source code shall be provided hereunder. Software excludes any Third Party Items and, for the purpose of these Support and Maintenance Services, excludes Custom Software Modules.

“**Standard Software Module**” means a standard software module as may be made generally available by AppLogic Networks from time to time to AppLogic Networks customers but, for the purposes of these Support and Maintenance Services, not including any professional services provided by AppLogic Networks.

“**Support and Maintenance Services**” means the support and maintenance services described in Section 1 of these Support Terms.

“**Supported Release**” means an AppLogic Networks Software version that, according to AppLogic Networks end of life policy, has not reached end of life status or been made obsolete by the General Availability of a Software product.

“**Technical Release**” is an interim Release version of any Software. Technical Releases contain early access to new functionality and defect fixes. Technical Releases will supersede the prior Technical Releases. For example, 22.10.00 will supersede 22.02.00. If an issue is observed in the current Technical Release, a resolution may be made available in a later Technical Release based on the same LTS Release, or in a later LTS Release.

“**Third Party Items**” means End User, supplier, licensor or another third party: (i) software or software applications including, without limitation, commercially licensed software and open source software, (ii) content of any type including, without limitation, databases or lists, (iii) services including, without limitation, internet connectivity, systems, airtime services, wireless networks and non-AppLogic Networks websites, and (iv) devices, network elements, servers, equipment and other hardware products.

## **1. SUPPORT AND MAINTENANCE SERVICES**

Subject to AppLogic Networks receipt of payment of the applicable support and maintenance fees, AppLogic Networks shall provide the following support and maintenance services on the terms as set out herein (the “**Support and Maintenance Services**”) during the period indicated on the applicable AppLogic Networks quotation or set out in the relevant Agreement between the parties (unless stated otherwise, Support and Maintenance Services commence on the date of delivery by AppLogic Networks of the applicable Product to the earlier of: an AppLogic Networks-authorized reseller, or the End User):

- 1.1 Technical Support. AppLogic Networks shall provide Support and Maintenance Services for Hardware and/or Software to the End User in accordance with Schedule A.
- 1.2 Software Maintenance. On a when and if available basis and for the duration of the term of the applicable license or subscription term, or the term of Support and Maintenance Services, whichever is shorter, AppLogic Networks shall make available to the End User at no cost all defect correction code, including interim releases, patches, and Software problem workarounds, for the Software, and all associated release note documentation and technical information.
- 1.3 Software Upgrades. On a when and if available basis and for the duration of the term of the applicable license or subscription term, or the term of Support and Maintenance Services, whichever is shorter, AppLogic Networks shall provide to the End User Maintenance Releases for the Software in accordance with Schedule A.

Support and Maintenance Services may be provided to the End User by AppLogic Networks and/or an AppLogic Networks-authorized reseller.

If Support and Maintenance Services are reinstated for an End User in respect of a Product after a period of non-enrollment (which is not applicable for Subscription Software which is inclusive of the Support and Maintenance Services), all of the arrears of support and maintenance fees for the period of non-coverage through to the end of the reinstatement period shall be required to be paid to AppLogic Networks.

Notwithstanding the foregoing, in the event of any conflict arising between these Support Terms and the terms and conditions inserted into an AppLogic Networks Quotation by AppLogic Networks or the AppLogic Networks Affiliate, the terms and conditions inserted into the AppLogic Networks quotation by AppLogic Networks or the AppLogic Networks Affiliate shall prevail to the extent of the inconsistency.

## **2. SUPPORT EXCLUSIONS**

2.1 The Support and Maintenance Services shall not apply to Third Party Items or Custom Software Modules or any professional services provided by AppLogic Networks, or in the case of any defect, error or problem with the Hardware and Software arising from:

A. With respect to Hardware:

- i. Installation onto the Hardware by anyone other than AppLogic Networks of any software that is not compatible with the specific Hardware in accordance with AppLogic Networks Documentation.
- ii. Any software including, without limitation, any AppLogic Networks or third party software or any updates or upgrades thereto (but excluding any AppLogic Networks-approved firmware software updates that are provided by the OEM for the Hardware).
- iii. Physical modification to or servicing of the Hardware by anyone other than qualified AppLogic Networks engineers or the engineers of the OEM who is contracted by AppLogic Networks to provide support for the Hardware.
- iv. Operation or use of the Hardware outside of the specified operating environment conditions for the Hardware relating to heat, humidity, power supply, etc. as provided in the AppLogic Networks Documentation for the Hardware (including AppLogic Networks Hardware Installation Guide).
- v. Repair or damage from accident as a result of End User's negligence, operator error or omission, wear and tear, abuse, external electrical work, transportation, neglect or misuse, intentional damage, flood, fire, water, vandalism burglary, lightning, failure or fluctuation of electrical power, communication line failure, failure of foreign interconnect equipment, failure to follow the instructions provided by AppLogic Networks for the Hardware, failure to perform preventative maintenance, or causes other than ordinary use.
- vi. Any other Third Party Items including any third party software, firmware, physical parts, components, products or accessories not supplied by AppLogic Networks.
- vii. Any Professional Services.
- viii. Normal wear and tear.

- ix. Hardware where the serial number, or another identifier, has been defaced or removed.
  - x. Hardware provided for non-commercial purposes including for trials, first office application (FOA), early access, beta, or for evaluation, testing or demonstration purposes.
- B. With respect to Software:
- i. Installation of or modifications, configurations, or maintenance to the Software by anyone other than qualified AppLogic Networks software engineers.
  - ii. Installation, operation or use of the Software: (a) not in accordance with the Documentation, recommendations and instructions provided by AppLogic Networks for the Software (including without limitation any hardware, infrastructure and networking recommendations); (b) in an application or operating environment not specified by AppLogic Networks; (c) that is not a currently Supported Release; or (d) for purposes it is not designed to be used for by AppLogic Networks.
  - iii. Failure to apply Software updates or upgrades provided by AppLogic Networks.
  - iv. End User's negligence, error or omission, or abuse.
  - v. Hardware, Third Party Items, Custom Software Modules or any professional services provided by AppLogic Networks.
- 2.2 Support and Maintenance Services do not include: (a) custom programming services; (b) training; (c) hardware and related supplies; (d) any support services provided at the End User's site; (e) any support for third party tools, operating systems, and products.
- 2.3 AppLogic Networks is not responsible for any performance issues caused by:
- (a) the End User operating insufficient AppLogic Networks products or services, or third party hardware, software or services;
  - (b) the End User operating with non-carrier-grade network infrastructure and/or cloud/virtual platforms;
  - (c) insufficient End User information security protocols; or
  - (d) any failure by End User to update or upgrade any of the foregoing items, or due to changes in the End User's traffic parameters or application mixes.
- 2.4 For clarity, AppLogic Networks is under no obligation to investigate any issues that AppLogic Networks considers are:
- (i) not being caused by AppLogic Networks Software or Hardware; or
  - (ii) being caused by the End User's hardware, infrastructure or networking or another vendor of the End User.

- 2.5 If End User requests AppLogic Networks to investigate such issues and AppLogic Networks determines that the issues are not being caused by AppLogic Networks Software or Hardware and are being caused by the End User's hardware, infrastructure or networking or another vendor of the End User then AppLogic Networks reserves the right to invoice the AppLogic Networks authorized Reseller or the End User on a time and materials basis at AppLogic Networks then-current standard rates for such investigation.

### **3. SERVICES WARRANTY**

AppLogic Networks warrants that the Support and Maintenance Services described herein shall be provided by appropriately trained personnel, in a competent and professional manner.

### **4. DISCLAIMER OF OTHER WARRANTIES**

EXCEPT FOR THE WARRANTIES CONTAINED IN THE AGREEMENT AND IN THESE SUPPORT TERMS, APPLOGIC NETWORKS DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS IN RESPECT OF THE SUPPORT AND MAINTENANCE SERVICES PROVIDED HEREIN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

If AppLogic Networks, or anyone acting on behalf of AppLogic Networks, provides any comments, statements and/or recommendations directly or indirectly to an End User or an AppLogic Networks-authorized reseller regarding the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items that an End User should consider purchasing and/or using, such comments, statements and/or recommendations are provided for convenience only and are merely suggestions and shall not be considered as a warranty or guarantee provided by or on behalf of AppLogic Networks. Notwithstanding anything to the contrary in this agreement or in any other agreement, or that any such comments, statements and/or recommendations are provided in any other document, purchase order or quotation, such comments, statements and/or recommendations by AppLogic Networks shall not, at any time: (i) constitute advice, or a recommendation, warranty or guarantee, by or on behalf of AppLogic Networks that the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items will satisfy any of the End User's specifications, unique requirements and/or circumstances including, without limitation, with respect to the End User's budget, functional requirements, use case, policy customization, capacity requirements, compatibility requirements, subscriber base volume, subscriber demographics, data usage, data volumes, network infrastructure and network design ("**Circumstances**") at any point in time; or (ii) obligate AppLogic Networks to provide any compensation to the End User or anyone else including, without limitation: (a) providing additional or alternative hardware, software, products, services, bandwidth and/or other items to or for the End User, the AppLogic Networks-authorized reseller or anyone else at AppLogic Networks cost; or (b) paying any amount to or for the End User, the AppLogic Networks-authorized reseller or anyone else in relation to any hardware, software, products, services, bandwidth and/or other items purchased or used by the End User whether based on AppLogic Networks comments, suggestions and/or recommendations or otherwise. AppLogic Networks shall have no responsibility or liability for any statements, comments and/or recommendations made by anyone else whether purportedly by or on behalf of AppLogic Networks or otherwise.

### **5. TERMINATION**

- 5.1 Either party may terminate the Support and Maintenance Services if:
- (a) The other party breaches any material term of these Support Terms or the Agreement and fails to remedy such breach within thirty (30) days of receiving notice to do so by the non-defaulting party;
  - (b) The terminating party provides at least sixty (60) days notice of its intention not to renew the Support and Maintenance Services prior to the annual renewal date for such services;
  - (c) Any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the other party or its property, and the same is not dismissed within thirty (30) days; or
  - (d) The other party makes any assignment for the benefit of its creditors, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise.
- 5.2 Without any liability to AppLogic Networks, AppLogic Networks may, at AppLogic Networks sole discretion, terminate an End User License Agreement, these Support Terms, the Agreement or another agreement pursuant to which AppLogic Networks directly or indirectly provides an End User with any assistance, support, maintenance, upgrades or updates to any Products, or any part thereof, if the End User fails to: (a) pay all fees for the Products and services; or (b) comply with any part of the End User License Agreement (including but not limited to: (1) the license conditions; and (ii) requirements to comply with laws, export controls, government restrictions, and Supplier's code of conduct, in the End User License Agreement), the Agreement or these Support Terms.

## **6. SUPPORT AND MAINTENANCE SERVICES RENEWAL**

For each renewal to Support and Maintenance Services, the applicable Support and Maintenance Services fee for the renewal period shall increase by a minimum of the greater of CPI and three percent (3%). “CPI” means the latest published percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), United States at the time of the renewal.

**SCHEDULE A****DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES – SILVER****1. SUPPORT AND MAINTENANCE SERVICES**

To permit AppLogic Networks to provide the Support and Maintenance Services described herein, the End User shall, on a best efforts basis, provide AppLogic Networks with remote, encrypted, secure access to a small, representative sample of End User's installed Hardware and/or Software, as determined by AppLogic Networks and the End User acting reasonably.

AppLogic Networks shall provide the following Support and Maintenance Services at the Silver level to the End User in respect of Supported Releases:

- (a) AppLogic Networks will provide End User with Support and Maintenance Services by way of the AppLogic Networks web-based services for the Hardware and Software covered by the End User's purchase of the Support and Maintenance Services. Such web-based services may include incident tracking, technical bulletins, flash alerts, white papers, and a diagnosis and problem resolution database, which are generally available by AppLogic Networks to end users who pay for the Support and Maintenance Services. AppLogic Networks reserves the right to modify the web-based services, from time to time, with or without notice.
- (b) AppLogic Networks will use reasonable efforts to provide Support and Maintenance Services for Hardware and Software via the web, email, and telephone. Email, web, and telephonic support will be available eight (8) hours a day, five (5) days a week (9am to 5pm local time at the location of the installed Hardware and Software) to assist End User with general information regarding the configuration, installation, and use of the Hardware and Software.
- (c) Support Tiers.
  - Tier-1 Support – (provided by AppLogic Networks-authorized reseller if applicable)
    - First technical support tier
    - Submits and escalates issues to next tier as required
  - Tier-2 Support – (provided by AppLogic Networks)
    - Second technical support tier
    - RMA management
    - Escalated support
    - Opens bugs with AppLogic Networks engineering organization
  - Tier-3 Support
    - AppLogic Networks engineering organization
- (d) AppLogic Networks will endeavor to notify End User of the availability of each Maintenance Release when generally available. End User should copy and install the release on any device for which End User is licensed to use the Software.



- (e) AppLogic Networks will provide an email address that will allow End User to create a case with AppLogic Networks by submitting an email using that email address. Each case shall be assigned a number for tracking and resolution purposes.
- (f) AppLogic Networks will provide ten (10) Business Day shipments for RMAs, provided AppLogic Networks RMA policy is followed. AppLogic Networks will not be responsible for any Hardware returned without proper documentation, including an AppLogic Networks-issued RMA number.
- (g) AppLogic Networks will provide signature updates to identify Internet traffic as a subscription service subject to separate fees which provides remote updates and management for Software to help protect End User’s network against the most current threats.
- (h) AppLogic Networks will record and track reported issues regarding the Hardware and Software, in a manner consistent with AppLogic Networks then-current practices.
- (i) AppLogic Networks will address errors in unaltered versions of the Supported Release based on the following severity definitions and target times:

Severity Definitions

<b>Severity</b>	<b>Definitions</b>
Severity 1 – Critical	Total or substantial subscriber or End User critical business impact due to Hardware and/or Software functionality being inoperative.
Severity 2 – Major	A high subscriber or End User major business impact due to Hardware and/or Software functionality being degraded.
Severity 3 – Minor	A low subscriber or End User minor business impact due to Hardware and/or Software performance degradation.
Severity 4 – Low	No business impact. The issue consists of “how-to” questions including issues related to one or multiple modules, installation and configuration inquiries, and/or documentation questions.
Proactive	End User is doing work on Hardware and/or Software and should alert AppLogic Networks of the activity at minimum 48 hours prior with a method of procedure included. This is so that AppLogic Networks has time to review and understand the changes in the event that the End User runs into any issues and would require support.

Target Times

The response targets in the table below are for Supported Releases only. Support on unsupported releases will be limited to reasonable efforts.

<b>Service Type</b>	<b>Severity 1</b>	<b>Severity 2</b>	<b>Severity 3</b>	<b>Severity 4</b>
<u>First Response</u>  Time for AppLogic Networks engineer to pick-up and start working case.	30 mins	30 mins	30 mins	30 mins
<u>Restore</u>  Typically provide a work around or a patch for the issue or clearing of the problem.	4 hours	12 hours	N/A	N/A
<u>Resolve</u>  Typically provide a Supported Release.	90 days	90 days	90 days	90 days

Notes:

1. AppLogic Networks will continuously work with End User in a Severity 1 situation until a work around or a patch for the issue is provided or AppLogic Networks clears the problem. For Severity 1 issues: a Root Cause Analysis (RCA) document will be created upon request only once the cause has been identified and then AppLogic Networks has five (5) Business Days to provide the completed RCA document. If a report is required prior to the RCA due to the cause not yet determined by AppLogic Networks, then an Incident Report can be created from the time of that request and provided in three (3) Business Days.
  2. If the 12-hour restore period is extended in a Severity 2 situation, AppLogic Networks will use reasonable efforts to work with End User until a work around or a patch for the issue is provided or AppLogic Networks clears the problem.
  3. Subject to Note 4 below, AppLogic Networks typically releases an updated Supported Release that resolves the Software issue within ninety (90) days of a Severity 1, 2, 3, or 4 issue.
  4. AppLogic Networks has no obligation to correct any issue in any version of the Supported Release that has been modified by End User or any third party, or to correct defects or errors in the Software that only minimally reduce the efficiency, operation, or ease of use of the Software.
2. SOFTWARE RELEASES.

AppLogic Networks will publish the availability of each Supported Release when generally available on the Portal. End Users should install the Supported Release on any device for which End User is licensed to use the Software.

Installation of a Maintenance Release does not extend the lifetime of the related LTS Release under AppLogic Networks end of life policy. AppLogic Networks will include the latest defect fixes with the latest LTS Release. For the End User to receive the expected level of Support and Maintenance Services, the End User must apply the latest Maintenance Releases to the Supported Release.

AppLogic Networks will also announce last time buy dates to permit End User to purchase licenses to the Software that is subject to the last time buy announcement. After the last time buy date passes, AppLogic Networks: (a) may make available Maintenance Releases; (b) will make available signature updates to identify Internet traffic for such Supported Release as a subscription service subject to separate fees; and (c) advises the traffic classification may degrade for some applications after the last time buy date and notes that the ability to maintain similar levels of traffic identification, classification and byte count accuracy may be affected due to unforeseen changes in the internet post last time buy date.

AppLogic Networks will provide regular updates for Lists and Signature Updates based on specific requirements for each List or Signature Update. AppLogic Networks reserves the right not to renew the subscription, or the Support and Maintenance Services, for List and Signature Updates at its sole discretion.

AppLogic Networks will address errors in unaltered versions of the Supported Release based on the Severity Definitions and Target Times set out above.

### 3. SOFTWARE MAINTENANCE SERVICES

3.1 If Software is licensed by the End User for a fixed term period and the End User does not: (a) purchase Support and Maintenance Services for the Software during that fixed term period, or (b) renew the Support and Maintenance Services agreement for the Software during that fixed term period, the End User shall be entitled to continue to use the last installed version of the Software only, and AppLogic Networks shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.

3.2 Unless otherwise required by AppLogic Networks, where Software is licensed perpetually by the End User and the End User:

(a) purchases Support and Maintenance Services for the Software for a fixed term period, the End User shall be entitled to Support and Maintenance Services for the Software and may install and use new versions of the licensed Software (if any) that are released by AppLogic Networks during that fixed term period; and

(b) does not purchase Support and Maintenance Services for the Software for a fixed term period, or if the fixed term period has expired, the End User shall be entitled to continue to use the last installed version of the Software only, and AppLogic Networks shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.

The End User may choose to purchase Support and Maintenance Services for the installed Release version of the licensed Software up until AppLogic Networks declares the end of support for the installed version of the licensed Software in order to receive Support and Maintenance Services for the Software, however the End User will not be entitled to any new Releases. After the expiry of any Support and Maintenance Services agreement for the installed Release version of the licensed Software, the End User shall be entitled to continue to use the last installed Release version of the licensed Software only, and AppLogic Networks shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.

AppLogic Networks shall have no obligation under this Agreement, the End User License Agreement, these Support Terms, the Agreement or any other agreement or documentation (including under any Support and Maintenance Services agreement) to directly or indirectly provide an End User with any assistance, support, maintenance, upgrades or updates to any Software, or any part thereof, if the End User fails to pay all fees for the Products or any Support and Maintenance Services or fails to comply with any part of the End User License Agreement (including but not limited to: (1) the license conditions; and (ii) requirements to comply with laws, export controls, government restrictions, and Supplier's code of conduct, in the End User License Agreement), the Agreement or these Support Terms.

#### 4. SOFTWARE END OF LIFE.

End User agrees to only use a Supported Release of the Software. Once two (2) years passes from the General Availability of a Supported Release of the Software, the Supported Release will automatically be end of life software, unless published otherwise by AppLogic Networks located on the Portal from the Documentation Library which includes the most current AppLogic Networks Product Lifecycle – Software End of Life Record information.

Notwithstanding any Support and Maintenance Services agreements that may be in place, and provided that the End User has purchased Support and Maintenance Services for the Software for the continuous period from its acquisition of the first license to the Software through to the date of discontinuation, AppLogic Networks will continue to make available Support and Maintenance Services in respect of a discontinued Supported Release of Software for a period of two (2) years from the date of General Availability and thereafter AppLogic Networks only Support and Maintenance Services obligations on end of life Software is to provide reasonable efforts on Severity 1 – Critical system restoration issues only provided that: (i) the End User makes a written request to AppLogic Networks and (ii) AppLogic Networks approves such request, which approval may be conditional upon the End User agreeing to pay an additional surcharge fee.

AppLogic Networks reserves the right to not renew a Support and Maintenance Services agreement for Software that has been subject to an end-of-life announcement.

#### 5. HARDWARE END OF LIFE.

AppLogic Networks reserves the right not to renew a Support and Maintenance Services agreement for Hardware that has been subject to an end of life announcement. AppLogic Networks will provide a minimum of ninety (90) days advance notice (which may be by email, or via the Portal, or as otherwise reasonably determined by AppLogic Networks), or the notice as required by law, prior to discontinuing any Hardware in accordance with AppLogic Networks end-of-life policy. AppLogic Networks will also announce last time

buy dates for Hardware to permit End User to purchase (while quantities last) the Hardware is subject to the last time buy announcement.

#### 6. HARDWARE REPLACEMENT.

AppLogic Networks may elect to replace defective or damaged Hardware, parts, components, or software under warranty with Hardware, parts, components, or software that are new, like-new, and/or equivalent in form, fit, and function to the returned Hardware. All replaced Hardware, parts, components, and software recovered by AppLogic Networks will become the property of AppLogic Networks upon replacement.

AppLogic Networks will repair or exchange Hardware for End User, based upon the entitlement type, as described below.

The applicable charge for repair or replacement of Hardware not under warranty shall be at AppLogic Networks standard rates.

#### Entitlement Types:

- (a) Warranty-only Hardware – Will receive return to factory repair or replacement, not advance replacement.
- (b) Hardware covered by Support and Maintenance Services – Will receive advance replacement of warranted Hardware, per the tier of Support and Maintenance Services purchased.
- (c) Hardware covered by Support and Maintenance Services with extended Hardware warranty - Will receive advance replacement of extended warranted Hardware, per the tier of Support and Maintenance Services purchased.
- (d) Hardware expired warranty and Hardware not covered by Support and Maintenance Services – Will receive return to factory repair or replacement, not advance replacement, and will be charged for the replacement or repair plus transportation related charges. There is also a repair diagnostic fee to determine what the repair fee would be, prior to repair.

Advance Shipping Cut-Off Time. If RMA requests are received and Hardware diagnosis has been determined by 12 noon PST or EST, for Hardware covered by Support and Maintenance Services, the Hardware will ship within ten (10) Business Days.

**SCHEDULE B****REPAIR PROCEDURES**

Upon receipt of a material return request for defective or damaged Hardware in compliance with AppLogic Networks RMA policy, AppLogic Networks will ship the replacement Hardware or part(s) from the United States of America or Canada on an exchange basis within ten (10) Business Days. For clarification, RMA service is subject to a determination by AppLogic Networks that the alleged malfunction is caused by a Hardware failure. Cutoff for ten (10) Business Days receipt of RMA is at 12pm, in the time zone where the distribution facilities are located. AppLogic Networks is not responsible for transportation or custom delays and End User will be charged for transportation or customs delays and End User will be charged for transportation related charges and any imposed import duty or similar importation tax.

AppLogic Networks reserves the right to invoice the End User for repair services if no problem is found or the defect was not caused by AppLogic Networks. The applicable charge shall be at AppLogic Networks standard rates.

AppLogic Networks will invoice End User an amount equal to the applicable list price for the replacement Hardware or part(s) if AppLogic Networks does not receive the defective or damaged Hardware or part(s) from End User within ten (10) Business Days after AppLogic Networks ships the replacement Hardware or part(s) to End User. The charge to the End User for repair or replacement of Hardware not under warranty shall be at AppLogic Networks then-standard rates and may include transportation related charges and import duty or similar importation tax, if applicable.

If AppLogic Networks is not able to repair a defect in a Hardware product within the time periods specified in Schedule A, the End User's sole and exclusive remedy shall be to have the defective Hardware repaired or replaced at AppLogic Networks option in accordance with the Repair Procedures set out in this Schedule B.