

## Support and Managed Services Terms

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### 1. DEFINITIONS

Terms in this Support Policy which are capitalized have the meanings set forth below.

**“Malfunction”** means any defect, problem or condition that prevents the Service from performing substantially in accordance with the Service Description. Digital Guardian’s personnel will contact Customer’s designated support contact(s), within the timeframes designated below to explore the nature of the Malfunction experienced by Customer, determine whether the Malfunction is related to the Service and reasonably assign a priority level to the Malfunction in accordance with definitions in the table below.

**“Response Time”** means the elapsed time between the first contact by a designated support contact to report an issue, and the target time within which Digital Guardian’s personnel report back to the designated support contact to acknowledge receipt and define an Action Plan for resolution. A Response Time is a guarantee of communication timeframes; Digital Guardian does not guarantee a problem fix, workaround, or other final disposition within these timeframes.

**“Action Plan”** means a formal verbal or written description of the tasks to be taken by both Digital Guardian and Customer to diagnose, triage, and address a support issue, along with an approximate timeframe for the processing and completion of each task.

**“Version”** means the generally available release of a Software product designated by the number which is immediately to the left or right of the left-most decimal point in a Software version number, as follows: (x).x.x or x.(x).x.

**“Exclusion”** means:

- (i) a fault experienced by Customer when using the Software is not reproducible by Digital Guardian;
- (ii) a fault experienced by Customer when using the Software results a) from any unauthorized combination of the Software with third party software or hardware, or b) from changes by third party software developers to their code which causes un-anticipated incompatibility with the Software unless there is a known workaround or Digital Guardian is in the process of developing a workaround; or
- (iii) if patches, upgrades/new releases or maintenance updates previously supplied by Digital Guardian have not been promptly installed by Customer within 12 months of release.

**“Appliance”** means a Digital Guardian branded product that consists of Digital Guardian branded hardware (“Hardware”), firmware and Software, and includes any spare part or component of that product. If you purchase Digital Guardian branded components, options and spare parts for that same product, they are included in this definition and are considered part of your Appliance.

**“Appliance Support”** means the general support services that we provide for your Appliance under the provisions of a Support Agreement, during the term of that Support Agreement. Appliance Support may include remote and onsite technical assistance or technical information, spare parts, firmware updates, engineering changes, Software updates and applicable Content Updates, all depending on the specific Appliance, its product life cycle and related support phase. Appliance Support does not include Appliance installation and installation verification services that Digital Guardian makes generally available as a separate service.

**“Hardware Warranty Agreement”** means the agreement between you and Digital Guardian that sets forth Digital Guardian’s warranty to you for the Appliance Hardware and remedy for nonconformance to that warranty.

**“Initial Response”** means when our enterprise technical support personnel take responsibility for your Case and contact you.

**“Problem”** means a technical question or technical issue you may have regarding your Appliance’s performance.

**“Severity Level(s)”** means the classification of the Problem as a Severity 1, Severity 2, Severity 3, or Severity 4 Problem, as defined herein.

**“Severity 1”** means a Problem has occurred where no workaround is immediately available, in one of the following situations:

(a) production server(s) or other mission critical system(s) are down; (b) a substantial portion of mission critical data is at a significant risk of loss or corruption; (c) a substantial loss of service; (d) business operations have been severely disrupted; (e) a major milestone in a required test system has not been met; or (f) an issue in which the Appliance causes a network or system to fail catastrophically or that compromises overall system integrity or data integrity when the Appliance is installed or when it is in operation (i.e. causing a system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment.

**“Severity 2”** means a Problem has occurred where a major functionality is severely impaired. Operations can continue in a restricted fashion, although long-term productivity might be adversely affected.

**“Severity 3”** means a Problem has occurred where there has been a limited adverse effect on business operations.

**“Severity 4”** means a Problem where your business operations have not been adversely affected. Severity 4 issues include suggestions for new features or enhancements in the Appliance, and minor conditions or documentation errors that have no significant effect on your operations.

“We,” “we” or “our” means Digital Guardian Corporation or its subsidiaries.

### 2. MAINTENANCE POLICY

Digital Guardian provides Maintenance Services for (i) its most current Version of a Software product (including all Refinements for such Version) and (ii) the immediately preceding Version of such Software for a period of 12 months from the commercial release date of a new Version.

### SUPPORT TERMS

#### 3. SUPPORT RESPONSIBILITIES

3.1 The Support Web Portal is available 24 x 7 x 365. Response Times are determined by the table below.

3.2 Support consists of (a) reasonable telephone and e-mail support, (b) reasonable efforts to correct errors to keep the Software, Services or Cloud Components in conformance with the Documentation and/or Service Description, and (c) releases, modifications and enhancements made to the Software, Service or Cloud Components which are provided to Digital Guardian’s general client base at no additional charge beyond Maintenance Fees (collectively, the “Refinements”). Digital Guardian shall have no obligation to develop Refinements. All Support Services will be delivered in English. Software products that are marketed by Digital Guardian as separate products or as upgrades for which additional fees are generally charged are not considered Refinements.

3.3 Provided Customer is in compliance with the Agreement and has paid all applicable Maintenance Fees on all Order Schedules,

3.4 Support Services will be performed in a timely and professional manner by qualified Support technicians familiar with the Software and its operation. Digital Guardian will provide, upon Customer’s request, periodic reports on the status of Support Services requested by Customer.

3.5 Digital Guardian will provide to the Customer the Digital Guardian customer support telephone number, customer support email address, and access to the Digital Guardian customer support website.

3.6 If Customer desires Support Services, Customer will contact Digital Guardian by telephone or e-mail or web portal. Digital Guardian’s personnel will use commercially reasonable efforts to respond to Customer’s initial telephone call or e-mail with offsite telephone or e-mail consultation, assistance, and advice relating to Support of the Software as described in Section 3.5.

3.7 When a suspected error is reported, Digital Guardian will analyze the information provided by Customer and will classify the error. Digital Guardian will use commercially reasonable efforts to repair any major inherent malfunction or error in Software, or replace the malfunctioning Software, in each case when attributable to Digital Guardian. The remedy set forth in this Section 3.4 shall be Customer’s sole and exclusive remedy with respect to any malfunction or error in the Software during the Maintenance Term. Digital Guardian shall have no obligation to provide Maintenance Services, including, without limitation any Refinements, with respect to any Software error or malfunctions caused by, related to or arising out of an Exclusion.

3.8 Digital Guardian shall use commercially reasonable efforts to correct any reproducible Malfunction in the Software, Service, or Cloud Components reported to Digital Guardian by Customer.

**3.9 Software Support Initial Response Times and Priority Definitions:**

<b>SEVERITY</b>	<b>DEFINITION</b>	<b>RESPONSE TIME (within)</b>
1 Critical	Customer reports a Malfunction that (i) renders the product inoperative or intermittently operative; or (ii) compromises overall system integrity or data integrity when the product is installed and operational in a production environment (that is, causes a system crash or hang, or causes loss or corruption of data); or (iii) causes a complete failure of the Product.  <i>Note:</i> Affects a significant portion of the end user population. DG reserves the right to modify Severity after review and upon agreement between both parties.  Severity 1 Critical issues can be worked 24X7 with follow the sun DG support coverage. 24X7 coverage is mutually agreed upon with both parties committing resources to work 24X7 until the problem is resolved or an acceptable workaround is achieved.	1 hours
2 High	Customer reports a Malfunction that (i) renders a required program or feature of the product inoperative or intermittently operative; or (ii) causes any material feature to be unavailable or substantially impaired; or (iii) substantially degrades performance in a production environment.	4 hours
3 Normal	Customer reports a Malfunction that (i) renders an optional program or feature inoperative or intermittently operative; or (ii) causes only a minor impact on Customer’s use of product.	Next business day
4 Enhancement	Customer reports a Malfunction (i) that has only a minor effect on product functionality; or (ii) cosmetic flaws; or (iii) inquiries and questions about configuration and management of the Product.	Within two business days

**3.10 Hardware Support Initial Response Times and Priority Definitions**

<b>SEVERITY</b>	<b>DEFINITION</b>	<b>RESPONSE TIME (within)</b>
1 Critical	Customer reports a Malfunction that (i) renders the product inoperative or intermittently operative; or (ii) compromises overall system integrity or data integrity when the product is installed and operational in a production environment; or (iii) causes a complete failure of the Product.  <i>Note:</i> Affects a significant portion of the end user population. DG reserves the right to modify Severity after review and upon agreement between both parties.	1 hours
2 High	Customer reports a Malfunction that (i) renders a required program or feature of the product inoperative or intermittently operative; or (ii) causes any material feature to be unavailable or substantially impaired; or (iii) substantially degrades performance in a production environment.	4 hours

<b>SEVERITY</b>	<b>DEFINITION</b>	<b>RESPONSE TIME (within)</b>
3 Normal	Customer reports a Malfunction that (i) renders an optional program or feature inoperative or intermittently operative; or (ii) causes only a minor impact on Customer's use of product.	Next business day
4 Enhancement	Customer reports a Malfunction (i) that has only a minor effect on product functionality; or (ii) cosmetic flaws; or (iii) inquiries and questions about configuration and management of the Product.	Within two business days

### 3.11 Appliance Specific Support Services

- a. **On-Site Services:** If we dispatch personnel to your facility to provide on-site Appliance Support pursuant to your Support Agreement, you will have the following obligations:
- 1) To be present when Appliance Support is provided on-site;
  - 2) To remain in visual contact with the service personnel throughout any on-site Appliance Support provided, and to ensure no obstacles or human or machine traffic will impede the service representative when providing the on-site Appliance Support;
  - 3) To provide service personnel with access to the Appliance;
  - 4) To provide service personnel with adequate working space and facilities including heat, light, ventilation, electric current and outlets;
  - 5) To provide an appropriate work environment consistent with applicable Occupational Safety & Health Administration (OSHA) standards or equivalent local standards in the country where the Appliance is installed;
  - 6) To provide a local telephone extension (or toll free domestic and international access to service personnel) near the Appliance; and
  - 7) To provide carts and lifting devices to move any Appliance weighing 39.7 lb (18 kg) or more.
- b. **Support Lifecycle:** Digital Guardian provides different types of Appliance Support deliverables depending on where your Appliance is in its lifecycle. The Appliance lifecycle starts when it is added to the Digital Guardian price list and becomes commercially generally available for purchase. It reaches its End of Life ("EOL") when we remove it from our price list. Eventually it reaches its End of Support Life date, meaning that we cease providing all technical support for it, regardless of the Severity Level of your Problem.
- c. **Payments:** Appliance Support fees are due and payable annually in advance of each annual term or multi-year term of support, unless otherwise stated in your Support Agreement. All Appliance Support services ordered and the related fees are non-cancelable and non-refundable. Digital Guardian is not obligated to provide Appliance Support beyond the end of the prepaid support period.
- d. **Reinstatement of Appliance Support:** If you want to reinstate Appliance Support after a period of non-coverage, we will charge for Appliance Support retroactive to the expiration of your most recent Support Agreement.
- e. **Location of Appliance:** It is important for us to know where your Appliance is installed because that is where we will send service personnel, and that is how we will determine the hours for our delivery of remote and on-site support for your Appliance. Upon Digital Guardian's request, and each time you request onsite support services or report a non-conforming Appliance under your Hardware Warranty, you shall advise Digital Guardian of the location of the Appliance and any spare parts or nonconforming replaced components for the Appliance. Any time you change the location of your Appliance from what was previously reported, you must advise Digital Guardian of the new location within ten (10) business days of making that change. This includes a change in location resulting from the sale or transfer of the Appliance. If you change the location of your Appliance without giving us the required notice that may cause a delay in our ability to provide Appliance Support, and the performance targets for remote support and onsite support will no longer apply. You are authorized to use the Appliance and receive Appliance Support only in the country stated in your Agreement or Order Schedule. If you want to move the Appliance outside of such country, you must first consult with Digital Guardian and obtain our approvals. If we approve a new location for the Appliance in a different country and agree to provide Appliance Support to you in that new location, delivery of Appliance Support will be delayed for the period required for Digital Guardian to coordinate delivery of Appliance Support in that new country. If you change the location of your Appliance within the same country, we expect that it will take at least ten days for us to coordinate delivery of Appliance Support to you in that new location. Please note that there may be a change in the performance targets, service levels and/or pricing of the Appliance Support offering available for your Appliance in the new desired location.
- f. **Your Compliance:** To help us deliver Appliance Support to you more efficiently and effectively, you need to follow the terms of your agreements with us. If we determine that you are not in compliance with your Agreement, or if you have requested assistance for Appliances that are not covered under Support, Digital Guardian reserves the right to (1) use Digital Guardian's standard processes to verify that you are in compliance with your Agreement, (2) invoice you for applicable Appliance Support fees, if and as appropriate or (3) in our sole discretion, elect to stop providing Appliance Support for that Appliance until such time as you become compliant.
- g. **Limitations:** Digital Guardian is not responsible to provide Appliance Support for an Appliance that has been damaged by a deliberate act or otherwise affected by a move, misuse, accident, modification, natural disaster, act of nature, act of god, power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by firmware, features, attachments and components that Digital Guardian did not supply. In addition, we are not responsible for delay or inability to provide Appliance Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Digital Guardian's reasonable control. If you desire to obtain Appliance Support in such case, Digital Guardian may charge additional fees.
- h. **Subcontractors:** Digital Guardian reserves the right and you consent to our use of subcontractors to provide Appliance Support.

#### **4. DG SUPPORT EXCLUSIONS**

DG Support's mission and charter is to focus on break/fix product issues with all DG products. We take full ownership of all product issues which includes functionality and product defects. Our goal is to provide an outstanding support experience. In order to meet this goal, we need to set expectations properly.

DG Support does not include support for performance testing, third party certifications with DG products, rule writing and development, product upgrades, deployment health checks, server migration, server load testing, infrastructure planning, agent installer packaging, desktop image planning and testing, database administration (migration, backups, SIEM integration), and systems administration, and deployment activities including sizing. All of these requests are handled by our professional services team.

#### **5. CUSTOMER RESPONSIBILITIES**

5.1 Before contacting Digital Guardian with a suspected error, Customer undertakes to: (i) analyze the suspected error to determine if it is the result of Customer's misuse or misunderstanding of Software, the Service, the Cloud Components, the performance of a third party or cause beyond Digital Guardian's reasonable control, (ii) ascertain that the error can be replicated and (iii) collect and provide to Digital Guardian all relevant information relating to the error.

5.2 If a reported error is directly caused by something that is not part of the Digital Guardian software, then Digital Guardian is not obliged to perform Support Services in respect of that error.

#### **MANAGED SERVICE TERMS:**

#### **6. BACK-UPS AND STORAGE**

6.1 Digital Guardian will maintain daily backups of Customer's Digital Guardian data for disaster recovery purposes as outlined in the applicable Managed Service Terms for the purchased Service. Scheduled backup procedures take full SQL backups of all Digital Guardian databases as well as bundle archive repositories generated by Customer's DGMC. Digital Guardian strives to maintain fault tolerant system architectures to protect DGMC data against accidental data loss due to hardware or system failure.

6.2 Recovery Point Objective (RPO). Data backup occurs at a fixed point in time according to a schedule specified by Digital Guardian. Any data that is collected or created between backups is vulnerable to data loss. The length of time between backups is the Recovery Point Objective. This is the point back in time to which a Customer's data can be recovered. This would typically be a maximum of 24 hours since backups typically take place daily. If a more frequent backup schedule is required, it must be pre-arranged with Digital Guardian and may result in some additional fees.

6.3 Recovery Time Objective (RTO). This is the maximum elapsed time required to complete the recovery of Customer's data. RTO is a function of the size of the data delivery circuit (for offsite recovery) and the total amount data to be recovered. RTO objectives should be discussed with a Digital Guardian account executive. An RTO can only be estimated. Once a Customer's environment is fully operational, more exact RTO measurements can be performed. RTO may be impacted by a Disaster Recovery Event or other environmental factors.

6.4 Service Level Exemptions. Degradation in the RPO or RTO shall not be considered if such degradation or unavailability arises from: (a) Scheduled Maintenance or other service interruptions agreed to by the Customer for the purpose of allowing Digital Guardian to upgrade, change, maintain, or repair the Services or related facilities; (b) failure of equipment or systems not within Digital Guardian's network, or of equipment or systems not provided, or not under the control or direction of Digital Guardian including equipment or systems Digital Guardian may obtain or contract for at the request of the Customer.

6.5 Typical Production Servers – Long Term Data Retention levels

- DGMC Online Data – Typically twelve to thirteen (12-13) weeks of online DGMC accessible data
- DG Bundle Archives – Typically kept for one year from date of collection (For forensic instance playback only)
- SQL DB backup – one created every twenty-four (24) hours and retained for one year from date of creation.

6.6 Development, Visibility Assessment (VA) and POC Server – Long Term Data Retention Levels

- DGMC Online Data – (of online DGMC accessible data) – Typically fourteen (14) days
- DG Bundle Archives – Typically kept for two months from date of collection (for forensic instance playback only)
- SQL DB backup – one created every twenty-four (24) hours and is kept for two months.

6.7 Offsite Storage

- Off-site data storage by qualified secured third-party provider. All metadata is encrypted with privately held keys controlled by Digital Guardian. A nightly synchronization job runs to transfer new backups to alternate offsite locations.

#### **7. ARCHIVE & RESTORE**

7.1 Digital Guardian uses Digital Guardian Archive & Restore functionality for all MSP environments to provide playback functionality for investigations of events older than the DGMC retention period as outlined in the applicable Managed Service Terms for the purchased Service. The main objective of this capability is to provide Archive & Restore with playback functionality of MSP environment metadata using forensic only instances of DGMC so that particular selected archives can be restored and played back for targeted investigations without any disruption of the production environments.

7.2 Archive Restore Usage guidelines:

- Restorations are only performed upon Customer requests. Customer may request up to four (4) AR restorations per calendar year at no charge. Additional restorations will result in additional fee as per Digital Guardian's current price list or a pre-negotiated price established by Customer and Digital Guardian.
- Archives backups are performed daily and can be restored to a forensic only instance of the DGMC for specific ranges of archived events for investigation purposes.
- Customer has the ability to request what gets restored per date, per user, per machine.
- Current retention period settings on production environments remain the same.
- Digital Guardian is able restore data that is older than the DGMC standard retention period to a forensic instance in its original format (Events/Alerts on DGMC)

7.3 Forensic Instance RTOs should be discussed with a Digital Guardian account executive. An RTO can only be estimated. Once a Customer's environment is fully operational, exact RTO measurements can be performed.

#### **8. DISASTER EVENTS AND DISASTER RECOVERY**

8.1 Digital Guardian schedules daily backups for all DGMC hosted in the MSP environments. Backups are monitored and checked for errors, and regularly scheduled tests of the restoration procedures are performed. In order to ensure the readiness of Digital Guardian's operators to complete the offline restoration process, Digital Guardian runs frequent drills to test restoration performance as outlined in Section 4 (Backups and Storage).

8.2 If a disruption of the Service occurs, Digital Guardian will assign its highest priority and will make its best commercial efforts to ensure the timely restoration of the Service. Depending on the type of disruption that has occurred, Digital Guardian may elect to first restore the DGMC Service with policy deployment only and without all of the historical data available in the Production DGMC console. Any data not immediately accessible after a disruption in the Service will be restored from the most recent backup and made accessible.

8.3 The above excludes any exceptions described within the Digital Guardian Master Agreement document. Digital Guardian will not be held responsible if the fault resolution is beyond the control of Digital Guardian due to a Force Majeure event. Digital Guardian will not be responsible for service outages directly attributable to a maintenance delay due to the Customer's change management implementation restrictions.