

CloudBolt Software, Inc. Maintenance and Support

1.0 Definitions. Terms defined in the CloudBolt Software, Inc., End User License Agreement shall have the same meaning when used herein.

1.1 **“Business Hours”** or **“Business Days”**: means Monday Through Friday 8:00AM to 8:00PM Eastern time, exclusive of Federal Holidays.

1.2 **“Error”** means any verifiable and reproducible failure of the Software to materially conform to the Documentation. Notwithstanding the foregoing, the term “Error” shall not include any failure of the Software to materially conform to the Documentation that: (a) results from Licensee’s misuse or improper use of the Software; (b) does not materially affect the operation and use of the Software; (c) results from the modification or addition to the Software that is not part of the Software that CloudBolt makes generally available; or (d) results from Licensee’s failure to implement in a timely manner any Software Maintenance.

1.3 **“M&S Fees”** means those fees that are applicable to the M&S as specified in a Quote/Order Form

1.4 **“M&S Period”** means the annual period for which Licensee has purchased M&S and any subsequent renewal periods.

1.5 **“Named Contacts”** means the individual(s) identified by Licensee as having authority to receive M&S on behalf of Licensee.

1.6 **“Response Times”** shall mean the time between the Licensee completes and logs a support ticket with CloudBolt to request interactive technical support and the time CloudBolt responds to such request. Response Times are measured in CloudBolt Business Hours.

1.7 **“Severity”** means the relative impact an Error has on the production use of the Software, as determined by CloudBolt. The following Severity levels are applicable to all Software.

1.7.1 **“Severity One”** means Licensee’s use of the Software is completely down, with no immediately available workaround. The Software will not start, or is non-functional in all respects and is negatively affecting or impairing the remote 3rd-party provisioning of virtual instances. Severity One support requires Licensee to have dedicated resources available to work on the issue on an ongoing basis during Licensee’s contractual hours.

1.7.2 **“Severity Two”** means when major functionality is severely impaired. Although operations may continue in a restricted fashion, a Licensee’s ability to use the Software has been significantly impaired, with no functional workaround possible. For example, the Software will start, but new instances cannot be provisioned.

1.7.3 **“Severity Three”** describes a partial Software outage, affecting a non-critical aspect of the functionality. In these cases, either a workaround exists, or the functionality impacted is not

required for typical production use. For example, users are not able to provision new instances, but administrators are.

1.7.4 “**Severity Four**” involves any general usage questions, or issues related to user interface anomalies, artifacts, or rendering issues. An example of this can include a Software user interface page looking different between two different browsers.

1.8 “**Software Maintenance**” means the provision of Major Releases, Minor Releases and Maintenance Releases, if any, to the Software, as well as any corresponding Documentation. Licensee’s use of such Major Releases, Minor Releases and Maintenance Releases shall be subject to the terms of the CloudBolt Software, Inc., End User License Agreement. .

1.8.1 “**Maintenance Release**” means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by CloudBolt by a change in the digit to the right of the second decimal point (e.g. Software 2.0 >> Software 2.0.1)

1.8.2 “**Major Release**” means a generally available release of the Software that contains functional enhancements or extensions, designated by CloudBolt as a change in the digit to the left of the first decimal point (e.g. Software 2.0 >> Software 3.0).

1.8.3 “**Minor Release**” means a generally available release of the Software that introduces a limited amount of new features and functionality, designated by CloudBolt as a change in the digit to the right of the decimal point (e.g. Software 2.0>>Software 2.1).

2.0 Service Terms.

2.1 Provision of M&S. CloudBolt support plans, access methods and Response Times are described on Exhibit A. CloudBolt shall provide Software Maintenance and support for Error Severity at the support plan level purchased during the M&S Period, subject to Section 2.2 below. CloudBolt will use reasonable efforts to respond to a request for interactive technical support within the Response Times stated in the applicable Support Plan. M&S shall be delivered solely to the Named Contact(s) identified by Licensee. CloudBolt is not responsible for lost data or information in the event of Errors or other malfunction of the Software or computers on which the Software is used.

2.2 Supported Releases. Software will be supported according to the following schedule: (a) a Major Release will be supported for a period of twelve (12) months after the commercial release of the next Major Release, but no longer than 2 years and provided always that Licensee makes use of the last Minor Release and Maintenance Release of the first mentioned Major Release; (b) a Minor Release will be supported for a period of six (6) months after the commercial release of the next Minor Release, provided always that Licensee makes use of the last Maintenance Release of the related Minor release. Non-current Software as per the terms above will not be supported.

2.3 Proper Use of Software. CloudBolt's obligation to provide M&S is contingent upon the Licensee's proper use and application of the Software. Problems caused by any of the following situations are not included in the M&S but may be addressed separately upon request at CloudBolt’s then-current hourly rates for consulting, subject to then-current standard consulting services terms and conditions:

- (a) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by CloudBolt ; operation of the Software with other media not in accordance with CloudBolt specifications; or causes other than ordinary use;
- (b) improper installation by Licensee or use of the Software that deviates from any operating procedures as specified in the Documentation;
- (c) actual or attempted modification, alteration or addition to the Software undertaken by Licensee or any third party;
- (d) the use of third-party software or hardware not specified in the Documentation;
- (e) the failure of Licensee to install and implement Software Maintenance;
- (f) any customized deliverables created by CloudBolt for Licensee as part of consulting services;
- (g) installing and/or operating the Software in non-supported environments or versions of operating systems, utilities and databases; or
- (h) any technical issue unrelated to an Error.

2.4 Change in Services. CloudBolt may change or discontinue the scope of M&S at any time without notice. CloudBolt will provide notification of discontinuance either directly to Licensee or through an announcement posted on the CloudBolt website, at least 180 days in advance. CloudBolt will continue to provide M&S during the 180 days or for the remainder of the then current annual M&S Period, whichever is longer.

2.5 Open Source Software. M&S is not provided for Open Source Software.

3.0 Licensee Responsibilities. CloudBolt's obligations regarding M&S are subject to the following:

3.1 Licensee agrees to receive from CloudBolt communications via e-mail, telephone, and other formats, regarding renewals, quotes, and other topics relating to M&S (such as communications concerning an Error or other technical issues and the availability of new releases). Licensee's Named Contacts shall cooperate to enable CloudBolt to deliver the M&S.

3.2 Licensee will ensure that all Named Contact(s) have a reasonable understanding of the Software and the system that it is operating on, and shall be fully aware of Licensee's obligations regarding Confidential Information. Licensee is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software.

3.3 Licensee shall promptly report to CloudBolt all Errors with the Software, and shall implement any corrective procedures provided by CloudBolt reasonably promptly after receipt.

3.4 Licensee is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up before contacting CloudBolt. Licensee shall be solely responsible for any and all restoration and reconstruction of lost or altered files, data, or programs. Licensee will maintain and implement a complete data backup and disaster recovery plan. Licensee shall be solely responsible for any and all security of its confidential, proprietary and/or classified information.

4.0 Termination. CloudBolt may suspend performance of M&S if Licensee fails to fulfill its responsibilities in Section 3.0. CloudBolt may terminate M&S if such failure continues for thirty (30) days after CloudBolt 's written notice of such failure. CloudBolt may terminate M&S at any time if: it is discovered that Licensee is currently in breach of the CloudBolt Software, Inc., End User License Agreement.

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EXHIBIT A
CloudBolt Support Plan, Response Times
and Access Methods

Support Plan CloudBolt's support is defined as follows:

Standard Support Includes:

- Four (4) Named Contacts per Contract.
 - Online, Email and Phone support access for Named Contacts.
 - Unlimited number of support cases opened by Named Contacts
- Unlimited online knowledgebase access
- Unlimited online community support access
- 12x5 Issue Response Time:
 - Severity 1: Response Time is One (1) Business Hour.
 - Severity 2: Response Time is Four (4) Business Hours.
 - Severity 3: Response Time is Six (6) Business Hours.
 - Severity 4: Response Time is Two (2) Business Days.

Support Access Methods

All access methods are subject to the Licensee's account being in good standing, and are subject to the Business Hour and Business Day restrictions as defined above, in addition to Licensee's purchased support level.

Email

Support requests may be sent to support@cloudboltsoftware.com. If submitting an issue via this method, Licensee must include the observed Severity Level in the email subject (e.g. "Subject: Severity 1 Application will not start")

Web

The CloudBolt self-service support portal is accessible under the "Support" section on CloudBolt's Support Home page: <http://support.cloudboltsoftware.com>. In the self-service portal, Licensee is able to self-select the observed Severity Levels. Although any user of Licensee is able to submit a ticket via the Self-Service portal, only Named Contacts will receive a response. To enter the Self-Service Portal, Licensee will need a user ID and password.

Telephone

Named Contacts may call CloudBolt Support at 703.665.1060.

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