

Ridgeback Network Defense, Inc.**5520 Research Park Drive, Suite 100, Baltimore, Maryland 21228****END USER LICENSE AGREEMENT**

PLEASE READ THIS END USER LICENSE AGREEMENT BEFORE PURCHASING OR USING THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES. BY USING OR PURCHASING THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES, END USER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF END USER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE OR USE THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES.

This End User License Agreement ("Agreement") is by and between Ridgeback Network Defense, Inc., a Maryland corporation ("Ridgeback") with its principal place of business at 5520 Research Park Drive, Suite 100, Baltimore, Maryland 21228 and End User, and is effective as of the date of the Order Form, or the date End User first downloads, accesses, or uses the Software, whichever is earlier (the "Effective Date"). Definitions of certain capitalized terms are found in Section 10 of this Agreement.

1 License and Access Grants. There are two (2) types of licenses or access grants covered in this Agreement: (a) free "Evaluation Use Licenses" granted for the limited purposes of assessing proof of value as described in Section 1.1; and (b) paid "Subscription Licenses" granted as part of paid Subscriptions as described in Section 1.2. Subscription licenses may be purchased directly from Ridgeback or from a third party reseller.

1.1 Evaluation Use License Grant. Subject to the terms and conditions of this Agreement, Ridgeback grants to End User, a limited, non-exclusive, non-transferable license to download, access, and use the Software, solely for evaluation purposes, for the license term and under any other use restrictions set forth in the Order Form and/or the applicable license key provided by Ridgeback, and in no event may End User use the Software under an Evaluation Use License for production or any other commercial purposes under this Section 1.1. An Evaluation Use License may be terminated by Ridgeback with written notice to End User at any time and for any reason, and terminates automatically upon expiration or termination of this Agreement.

1.2 Subscription License.

1.2.1 Subscription License Grant. Subject to the terms and conditions of this Agreement, during the term of the Subscription as detailed in the applicable Order Form, Ridgeback grants to Subscription End User a limited, non-exclusive, non-transferable license to install, access, and use the Software solely in connection with Subscription End User's internal business operations and in compliance with any other restrictions (such as usage restrictions) set forth in the Order Form or the applicable license key provided by Ridgeback. End User is responsible for any individual or entity who directly or indirectly accesses or uses the Software via End User's license, account, data, software, equipment, access points, or systems.

1.2.2 Termination or Expiration of Subscription. Upon termination or expiration of the Subscription or this Agreement, End User's license and right to access and use the Software granted under this Agreement shall terminate immediately.

1.3 License Restrictions. Unless otherwise provided in an applicable Order Form, End User shall not itself, or through any parent, subsidiary, Affiliate, agent or other third party:

1.3.1 sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any Software or the Documentation to a third party; or

1.3.2 decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Software, in whole or in part, nor shall End User use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage others to do so. (If End User believes that applicable law permits (to any extent) any such acts notwithstanding any contractual prohibitions, before End User exercises any rights that End User believes it is entitled to based on such laws, End User shall provide Ridgeback with thirty (30) days prior written notice and provide all reasonably requested information to allow Ridgeback to assess End User's claim and, at Ridgeback's sole discretion, to provide alternatives that reduce any adverse impact on Ridgeback's intellectual property or other rights.); or

1.3.3 allow access to or permit use of the Software by any users other than (a) End User's employees, or (b) authorized third-party contractors, who are providing services to End User and agree in writing to abide by the terms of this Agreement; provided further that End User shall be liable for any failure by such employees and third-party contractors to comply with the terms of this Agreement (including exceeding usage restrictions, if any); or

1.3.4 create, develop, license, install, use, or deploy any third party software or services to circumvent or provide access, permissions or rights which violate the license keys embedded within the Software; or

1.3.5 modify or create derivative works based upon the Software or Documentation; or

1.3.6 disclose the results of any benchmark test of the Software to any third party without Ridgeback's prior written approval; or

1.3.7 change any proprietary rights notices which appear in the Software or Documentation; or

1.3.8 use the Software as part of a software as a service where End User receives payment for such software as a service or in any other resale capacity; or

1.3.9 provide a service competitive to the product and service offerings of Ridgeback.

1.4 Open Source Software. The Software and Upgrades may include individual open source software components, each of which has its own copyright and its own applicable license conditions. These open source software components are licensed under the terms of the applicable open source license conditions and/or copyright notices that can be found in the licenses file, the Documentation or other materials accompanying the Software and Upgrades.

2 Support Services. Ridgeback shall provide Support Services for the Software as described in Exhibit A to Subscription End Users. Support Services are available at Business Hour and (for an additional fee) 24x7 levels. Support Services are provided to Subscription End User solely for its internal use and such End User may not use the Software or Support Services to provide support for third parties.

- 3 Fees and Payment.** This Section applies when End User purchases a Subscription or 24/7 Support Services directly from Ridgeback, and not through a third party reseller (if End User purchases a Subscription or premium Support Services through a third party reseller, Ridgeback is not involved in that process and is not liable for any payment or contract disputes which may arise between End User and the third party reseller). End User agrees to pay Ridgeback the fees ("Fees") as stated on the applicable Order Form. In addition, End User shall pay all sales, use, value added, withholding, excise taxes and other tax, duty, custom and similar fees levied upon the delivery or use of the Subscriptions described in this Agreement. Fees shall be invoiced in full upon the effective date of the applicable Order Form. Unless otherwise provided on the applicable Order Form, all invoices shall be paid in US dollars and are due upon receipt and shall be paid within thirty (30) days. Payments are non-refundable and shall be made without right of set-off or chargeback. If End User does not pay the invoices when due, Ridgeback may charge interest at one percent (1%) per month on the unpaid balance. If End User fails to pay Fees in accordance with this Section, Ridgeback may suspend fulfilling its obligations under this Agreement until such payment is received by Ridgeback. If any applicable law requires End User to withhold amounts from any payments to Ridgeback under this Agreement, (a) End User shall effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Ridgeback with tax receipts evidencing the payments of such amounts and (b) the sum payable by End User upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, Ridgeback receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Ridgeback would have received and retained absent the required deduction or withholding.
- 4 Confidentiality.** Receiving Party shall (a) hold the Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (b) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement. Receiving Party shall disclose the Confidential Information only to those of its employees and contractors having a need to know such Confidential Information and shall be responsible for all violations of this Section 4 by such employees and contractors. Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that Receiving Party, if legally permissible, gives Disclosing Party reasonable written notice to allow Disclosing Party to seek a protective order or other appropriate remedy, discloses only such Confidential Information as is required by the governmental entity, and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed. Notwithstanding the above, End User agrees that Ridgeback, its employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Subscriptions or Support Services performed under this Agreement.
- 5 Ownership.**
- 5.1 Ownership of Software.** Ridgeback and its licensors shall retain all intellectual property and proprietary rights in the Software, Upgrades, Documentation, and related works, including but not limited to any derivative work of the foregoing.
- 5.2 End User's Materials.** End User grants to Ridgeback a nonexclusive, non-transferable, royalty-free license to use materials provided by End User to Ridgeback during the Term solely for the purpose of performing the Support Services for End User and for the purposes set forth in Section 5.4.

5.3 Feedback. “Feedback” means any ideas, features, improvements, information, comments, suggestions, or inventions related to the Software which are provided by End User or its representatives to Ridgeback, and all intellectual property rights therein. Ridgeback owns and retains all rights to Feedback, and may freely use, copy, disclose and exploit any Feedback without any obligation, royalty or restrictions based on intellectual property rights or otherwise. End User hereby assigns to Ridgeback all of End User’s and its representatives’ rights, title and interest in and to the Feedback.

5.4 Aggregated Data. Ridgeback may (i) collect information related to End User’s use of and the performance of the Software; (ii) anonymize End User data and performance data (by removing any identifiers for End User or any individuals); (iii) aggregate that anonymized data with anonymized data from Ridgeback’s other customers; and (iv) analyze, report, display, benchmark, disclose, market, sublicense and distribute the aggregated, anonymized data for Ridgeback’s commercial, business and marketing purposes.

6 Warranties, Disclaimer and Limitation of Liability.

6.1 Warranties.

6.1.1 Software. Ridgeback warrants to Subscription End Users only that, for a period of thirty (30) days following the date the Software is initially licensed by Subscription End User (“Warranty Period”), the Software shall substantially conform to the description contained in the applicable Documentation. If during the Warranty Period the Software does not substantially conform to the description contained in the applicable Documentation, Ridgeback shall perform the Support Services described in Exhibit A (during Business Hours on Business Days in the time zone selected by End User, unless 24/7 Support Services have been purchased).

6.1.2 Support Services. Ridgeback warrants to Subscription End Users that the Support Services shall be performed in a workmanlike manner and shall conform to standards of the industry. If the Support Services are not performed as set forth above, Ridgeback shall re-perform the applicable Support Services.

6.1.3 The remedies in Sections 6.1.1 and 6.1.2 are End User’s sole and exclusive remedies for breach of warranty and Ridgeback’s sole and exclusive liability for breach of warranty.

6.1.4 The warranties in Sections 6.1.1 and 6.1.2 are made to and for the benefit of End User only. The warranties shall apply only if: (a) the Software has been properly installed or accessed and used at all times and in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the Software; (c) End User is a Subscription End User and no payments to Ridgeback are overdue; and (d) Ridgeback receives written notification of the breach, in the case of the warranty in Section 6.1.1, within the Warranty Period, and in the case of the warranty in Section 6.1.2, within three (3) days following the performance of the relevant Support Services.

6.2 Disclaimer. EXCEPT FOR THE WARRANTIES IN SECTION 6.1, THE SOFTWARE, SUPPORT SERVICES AND DOCUMENTATION ARE PROVIDED “AS-IS” AND RIDGEBACK AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, NON-INFRINGEMENT, TITLE, PERFORMANCE, OR ACCURACY, OR ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF

DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE SOFTWARE, SUPPORT SERVICES AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE: (A) IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS NUCLEAR OR CHEMICAL FACILITIES, AIRCRAFT OR OTHER MODES OF HUMAN MASS TRANSPORTATION, LIFE SUPPORT SYSTEMS, IMPLANTABLE MEDICAL EQUIPMENT, MOTOR VEHICLES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH THEIR FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, OR (B) WITH ANY INFORMATION, DATA OR TECHNOLOGY GOVERNED BY THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS.

- 6.3 Limitation of Liability.** IN NO EVENT WILL RIDGEBACK OR ITS SUPPLIERS BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, RELIANCE, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED. IN NO EVENT WILL RIDGEBACK'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID TO RIDGEBACK BY END USER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. IN NO EVENT WILL RIDGEBACK'S SUPPLIERS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 6.3 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN END USER, RIDGEBACK AND RIDGEBACK'S SUPPLIERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

7 Indemnification.

- 7.1 Indemnity.** Subject to the remainder of this Section 7, Ridgeback shall defend Subscription End User against any third party claim brought against Subscription End User that the Software licensed under this Agreement as part of a Subscription infringes such third party's U.S. patent or copyright ("Infringement Claim"), and indemnify Subscription End User from the resulting costs and damages awarded against Subscription End User to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Subscription End User: (a) notifies Ridgeback promptly in writing of such Infringement Claim, (b) grants Ridgeback sole control over the defense and settlement thereof, and (c) reasonably cooperates in response to a Ridgeback request for assistance. Ridgeback will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Subscription End User may not settle or compromise such Infringement Claim, except with prior written consent of Ridgeback.
- 7.2 Additional Ridgeback Options.** Should any Software licensed under this Agreement as part of a Subscription become, or in Ridgeback's opinion be likely to become, the subject of such an Infringement Claim, Ridgeback may, at its sole option and expense, (a) procure for Subscription End User the right to make continued use of the Software, (b) replace or modify such Software so that it becomes non-infringing, or (c) terminate the Software license, and refund any prepaid but unused annual Subscription fees paid by End User to Ridgeback for the terminated

Subscription (if the Subscription was purchased through a reseller, any refunds due would be directed by Ridgeback to the reseller, and would not be paid to End User).

7.3 Exclusions. Ridgeback shall have no liability or other obligation under this Section 7 if the alleged infringement is based on (a) combination with non- Ridgeback products, data or business processes, (b) use for a purpose or in a manner for which the Software was not designed and/or licensed, or in breach of this Agreement (including in violation of any of the use restrictions in this Agreement, the Order Form, or the license key), (c) use of any older release of the Software when use of a newer Ridgeback revision would have avoided the infringement, (d) any modification or alteration of the Software, (e) any intellectual property right owned or licensed by Subscription End User, excluding the Software, (f) Ridgeback's compliance with any materials, designs, specifications or instructions provided by Subscription End User, (g) Subscription End User's use of the Software after Ridgeback notifies Subscription End User to discontinue use due to such claim, or (h) open source software.

7.4 Limitation. THIS SECTION STATES END USER'S SOLE AND EXCLUSIVE REMEDY AND RIDGEBACK'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

8 Term and Termination.

8.1 This Agreement shall commence on the Effective Date and continue until terminated as set forth in this Agreement ("Term"). For Subscription End Users, either party may terminate this Agreement in the event that the other party breaches this Agreement and does not cure such breach within thirty (30) days of written notice (except that if licenses are not paid when due, or in the event that Subscription End User violates any of the restrictions on use of the Software, this Agreement may be terminated by Ridgeback immediately upon written notice to the End User). For End Users with Evaluation Use Licenses or other unpaid licenses, Ridgeback may terminate this Agreement at any time, effective immediately upon written notice to End User. Each Subscription or provision of Support Services shall begin on the date End User purchases such Subscription or Support Services by entering into the applicable Order Form, and shall continue during the time for which such End User has paid the applicable fees, unless terminated earlier in accordance with this Section 8.1. Subscriptions and Support Services may be renewed upon mutual written agreement of the parties. The applicable license granted in Section 1 of this Agreement automatically terminates upon the termination of the underlying Subscription or this Agreement. Expiration or termination of this Agreement for any reason shall not relieve the parties of any obligation accruing prior to expiration or termination.

8.2 Sections 1.3, 3, 4, 5, 6.2, 6.3, 7, 8.2, 8.3, 9 and 10 shall survive the expiration or termination of this Agreement.

8.3 During the Term and for one (1) year following termination or expiration (but no more than once in a calendar year), Ridgeback and its auditors may inspect the records of End User relating to its reproduction and use of the Software for the purposes of verifying its compliance with this Agreement. End User shall cooperate fully with Ridgeback and its auditors in conducting audits and provide reasonable assistance. If an underpayment is discovered, End User shall promptly pay such amount and reimburse Ridgeback for the cost of the audit.

9 General.

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Purchase orders shall be for the sole purpose of defining quantities, prices and describing the Software and/or Support Services to be provided under this

Agreement, consistent with the applicable Order Form, and all other terms in purchase orders or other End User documents are rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

- 9.2 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.
- 9.3 Waiver.** No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement.
- 9.4 Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due).
- 9.5 No Third Party Beneficiaries.** Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of Ridgeback and End User and do not create any right in favor of any third party (including any reseller).
- 9.6 Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Maryland, without reference to the principles of conflicts of law. The provisions of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any legal action related to this Agreement shall be brought in the state or federal courts located in the State of Maryland, and only in those courts, and each party irrevocably waives any objections to such venue.
- 9.7 Notices.** All notices must be in writing and shall be effective on the date the notice is delivered to the other party's physical address, Attention Legal Department, as documented by proof of delivery from the postal service or a nationally recognized courier service.
- 9.8 Government Regulation.** End User acknowledges that the Software is subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. End User may not export or re-export the Software except in compliance with the U.S. Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. End User shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. End User agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for: (i) terrorist activity, or (ii) the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. End User shall at all times comply with all applicable laws and regulations in its performance under this Agreement, including without limitation any applicable anti-corruption laws.

9.9 Use by the United States Government. The Software and accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement.

10 Definitions.

“Affiliate” means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. For purposes of this provision, control means ownership of at least fifty percent (50%) of the outstanding voting securities of the entity.

“Confidential Information” means any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by the Disclosing Party to the Receiving Party in connection with the transactions contemplated under this Agreement, including (a) all trade secrets, (b) existing or contemplated software, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any related information, and (c) information relating to business plans, sales or marketing methods and customer lists or requirements. Confidential Information does not include information that the Receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by Receiving Party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by Receiving Party, or (iv) is independently developed by Receiving Party without regard to the Confidential Information. The Software and Documentation are the Confidential Information of Ridgeback.

“Disclosing Party” means the party disclosing Confidential Information.

“Documentation” means the documentation made available electronically as part of the Software, which may be modified during the Term.

“End User” means the individual or entity entering into this Agreement with Ridgeback.

“Error” means a failure in the Software to materially conform in all material respects to the specifications as described in the applicable Documentation.

“Maintenance Fix” means generally available code corrections and patches for the Software designated by Ridgeback by means of a change in the digit to the right of the Minor Release number (e.g. x.x.1, x.x.2).

“Major Release” means a generally available release of the Software designated by Ridgeback by means of a change in the digit to the left of the first decimal point (e.g. 2.x, 3.x, 4.x).

“Minor Release” means a generally available release of the Software designated by Ridgeback by means of a change in the digit to the right of the first decimal point (e.g. x.4, x.5, x.6).

“Order Form” means the agreement to purchase the Subscription which is the subject of this Agreement (which may be between Ridgeback and End User, or between Ridgeback and the reseller which sold the Subscription to the End User), or the agreement to grant the Evaluation Use License which is the subject of this Agreement.

“Receiving Party” means the party receiving Confidential Information.

“Software” means the executable code, including without limitation all code snippets, modifications, derivative works, and Upgrades, of the Ridgeback software which End User is licensed to access and use under the applicable Order Form and this Agreement.

“Subscription” means a paid term license for the Software under Section 1.2.1, and the applicable Support Services for the Software (standard Support Services, unless optional 24/7 Support Services have been purchased). An unpaid license (Evaluation Use License or otherwise) is not a Subscription.

“Subscription End User” means an End User with an active, paid Subscription for the Software.

“Support Services” mean the support for the Software as described in Exhibit A, which may be either standard support services included with the Subscription or optional 24/7 support services which are offered for an additional fee.

“Upgrade” means a Major Release, Minor Release, or Maintenance Fix of the Software.

Exhibit A Support Services Terms

- 1. Support Services.** Ridgeback's Support Services for the Software covers technical support, Error corrections and Upgrades. All Support Services shall be provided in the English language only. End User shall designate support personnel who are knowledgeable about the Software to be responsible for reporting Errors and receiving and distributing Error corrections. Ridgeback's Support Team representatives shall record all Error reports, assign a tracking number, and coordinate responses. End User may submit Error reports electronically. End User may also request electronic status reports on reported Errors online or via e-mail. Ridgeback and End User shall cooperate to resolve reported Errors. Ridgeback may request that the End User reproduce the Error, instruct Ridgeback how to reproduce the Error and/or provide log dumps, diagnostic tests or other investigative support. End User shall provide all reasonably requested information to assist in arriving at a problem solution. In cases where Ridgeback determines in its sole discretion that a reproducible Error in the standard Software has been identified by End User, Ridgeback shall use commercially reasonable efforts to provide a temporary resolution, and where appropriate, provide a permanent fix to the standard Software within a commercially reasonable timeframe.
 - 2. Support Level.** The scope of Support Services provided under this Agreement is subject to: (a) the Subscription and Support Services level (including the time zone selected if 24/7 Support Services are not purchased) purchased by End User; and (b) the support policies ("Support Policies") displayed on the Ridgeback support portal for the applicable support level, as updated by Ridgeback from time to time. End User acknowledges that: (i) while Ridgeback cannot guarantee support results, Ridgeback agrees to use its good faith, commercially reasonable efforts to provide support in accordance with the support standards set forth in this Agreement and the Support Policies; and (ii) with respect to Subscriptions, Ridgeback reserves the right to discontinue support of versions of the Software after the version has been available for a minimum of twenty-four (24) months and with a minimum of twelve (12) months' notice given to End User before a version is no longer supported.
 - 3. Issue Severity.** All support issues are assigned a severity level:
 - 3.1 Severity 1:** An Error in the Software that severely affects the overall production performance of the Software's function or process, such that a production system is non-functional and no procedural work-around exists.
 - 3.2 Severity 2:** An Error in the Software that materially affects the overall production performance of the Software's function or process so that the function or process is noticeably impaired, but where business operations continue.
 - 3.3 Severity 3:** An Error that does not materially affect the overall performance of a production function or process. This may include a minor issue with limited loss or no loss of functionality or impact to End User's operations.
 - 3.4 Evaluation:** For Evaluation Use Licenses, an evaluation question or an Error in the Software or Documentation that impacts End User's evaluation of the Software. This may include general usage questions, 'how to' questions, or recommendations for a future product improvement. All such issues will be addressed as Ridgeback time and resources permit.
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4. **Response Times.** Ridgeback shall use commercially reasonable efforts to meet the following initial response targets:

Support Services Level:	Business Hour Support Services (production Errors only)	<i>(Available for an Additional Fee)</i> 24x7 Support Services (production Errors only)
Hours of Coverage:	Business Hours	24 hours by 7 days (24 x 7)
Support Channel:	Web, email and phone	Web, email and phone
Target Response Times (Initial Response):		
Severity 1	1 Business Day	4 Business Hours
Severity 2	2 Business Day	4 Business Hours
Severity 3	3 Business Days	1 Business Day

Ridgeback may determine based on the information provided by End User or through its own investigation that identified Errors were caused by non- Ridgeback hardware, software, customizations, or from unauthorized modifications to Software (“End User Error”). In the event of an End User Error, Ridgeback shall either, at its sole discretion, close the ticket without fixing the End User Error or ask the End User if it would like Ridgeback to attempt to fix the End User Error. If End User and Ridgeback agree that Ridgeback shall attempt to fix an End User Error (though Ridgeback is under no obligation to do so), Ridgeback shall bill End User for such efforts on a time and materials basis, even if Ridgeback is unable to fix the End User Error. All Error correction services shall be provided from Ridgeback’s offices unless Ridgeback and End User mutually agree that Ridgeback shall travel to the End User location. If Ridgeback personnel travel to an End User or End User’s location to assist in Error correction, Ridgeback shall charge End User reasonable travel and living expenses, and, if the Error is an End User Error, Ridgeback’s standard time and materials charges.

5. **Business Days and Business Hours.** The Support Services provided under this Agreement are subject to the time zone selected in the applicable Order Form. The “Business Days” are Monday through Friday except Ridgeback holidays. “Business Hours” are 8am to 6pm within the time zone selected by End User in the applicable Order Form during the Business Days defined by the selected time zone. Daylight savings time changes apply within each center’s time zone. The available time zones and associated holidays are:
- a. Australia
Time zone: Australian Eastern Time

Holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day.

b. Central Europe

Time zone: Central European Time

Holidays: New Year's Day, St Berchtold, Good Friday, Easter Monday, Ascension, Whit Monday, Swiss National Day, Federal Fast holiday, Christmas Day.

c. US East

Time zone: Eastern Time

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

d. US Pacific

Time zone: Pacific Time

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

6. Upgrades. From time to time, Ridgeback may provide Upgrades of its Software. Upgrades may incorporate third party upgrades as well as accumulated bug fixes. A list of supported third party software and associated upgrades are listed in the Documentation. There shall be no additional charge for Upgrades, provided End User is current in the Fees as set forth on the applicable Order Form. End User shall implement provided Upgrades as soon as is reasonably practical. Upgrades do not include new Software. New Software provides significant new features and functions not available in the current Software line, ports existing Software to new hardware or software platforms, or provides significant new functionality on new hardware or software platforms. Hot fixes are provided to address critical failure and may not receive the full QA and regression testing performed on regular maintenance releases due to the urgent nature of the situation. Ridgeback shall provide End User with electronic download access to or physical media containing Error corrections and Upgrades, in its sole discretion.

7. Support Services Prerequisites. Ridgeback shall have no obligation to provide Support Services if End User is not in compliance with the terms of this Agreement.

8. Support Services Exclusions. Unless otherwise specifically agreed to in the applicable Order Form, no Support Services will be provided for problems arising from (a) End User Errors; (b) Software that is modified by anyone other than Ridgeback; (c) accident, neglect, misuse or improper programming by End User or third party personnel; (d) failure or fluctuations in electrical power or hardware equipment; or (e) failure of End User to fulfill its obligations under any of its agreements with Ridgeback. Support Services are only available to Subscription End Users on Business Days, during Business Hours, in the time zone selected by the End User, unless 24/7 Support Services have been purchased.

Additionally, Support Services do not include or cover support that becomes necessary due to:

- A malfunction of equipment, software, or media not supplied or maintained by Ridgeback;
- Extensions to the Software involving custom or client-specific code (whether created by Ridgeback or End User);
- Use of software not obtained from Ridgeback under this Agreement;
- Use of any pre-release version of the Software such as "Beta" or "Milestone" releases;
- End User's failure to comply with operating instructions contained in the Documentation; or
- APIs, interfaces, web services or data formats other than those included with the Software.