

THE MAINTENANCE AND SUPPORT TERMS HEREIN ARE INCORPORATED BY REFERENCE INTO THE END USER LICENSE AGREEMENT (“AGREEMENT”) EXECUTED BETWEEN CERTIPATH, INC. (“CERTIPATH”) AND THE ENTITY OR COMPANY THAT IS THE AUTHORIZED PURCHASER OF OR LICENSES THE PRODUCT (“LICENSEE”). IN THE EVENT THAT ANY ITEM IN THE MAINTENANCE AND SUPPORT TERMS HEREIN ARE INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT SHALL GOVERN.

MAINTENANCE AND SUPPORT

1. PRODUCT MAINTENANCE

a. Product Updates and Product Upgrades. Licensee shall be entitled to receive, and CertiPath shall provide Licensee e-mail notification of, all Product Updates and Product Upgrades as CertiPath, in its sole discretion, makes them generally available to its customers, without additional charge. The contents of all Product Updates and Product Upgrades shall be developed by CertiPath in its sole discretion. Licensee may obtain Product Updates and Product Upgrades from CertiPath’s Support website located at (www.certipath.com/support) and may only be installed on Products that are covered under current Maintenance and Support Orders. Any such software provided by CertiPath shall be subject to the terms and conditions in the Agreement.

b. Supported Products. CertiPath supports the current major release of the Product, plus certain prior versions of the Product in accordance with CertiPath’s support policy available at: www.certipath.com/support.

c. Product Errors. CertiPath shall use commercially reasonable efforts to correct any reproducible material error of nonconformity between the Product and the Product Documentation that is attributable to CertiPath (“Product Errors”) with a level of effort appropriate with the severity of the error, provided that CertiPath shall have no obligation to correct all Product Errors. Licensee shall notify CertiPath of such error by means set forth in Section 3 herein and shall provide CertiPath with sufficient information to reproduce the error. CertiPath shall only be responsible for Product Errors that are attributable to CertiPath and reproducible by CertiPath on unmodified Product consistent with the Product delivered to Licensee. CertiPath may correct such Product Error solely by amending the Product Documentation, as necessary.

2. HARDWARE REPLACEMENT

- a. Return Material Authorization.** Before returning any Product, Licensee must contact CertiPath and obtain a Return Material Authorization (“RMA”) number by means set forth in Section 3 herein. If CertiPath verifies that the Product is likely to be defective, will issue Licensee a RMA number, which allows Licensee to return the defective unit to CertiPath for repair or replacement.
- b. Shipping.** CertiPath cannot accept any Product without a RMA number on the package. Licensee must deliver the Product along with the RMA number to the address designated by CertiPath at the time of RMA issuance. Licensee is responsible for its shipping costs, will ship such item on its own account and assumes the risk of damage or loss in transit. Licensee must use the original container (or the equivalent) and will be responsible for any damage in transit if it fails to use adequate packaging. Shipping costs for repair or replacement Products shall be borne by CertiPath.
- c. Repair or replace.** CertiPath may replace or repair the Product with either a new or a reconditioned Product.
- d. Dead on Arrival Products.** For RMAs that are issued by CertiPath within the first thirty (30) days after original Product shipment, CertiPath will ship a new (not refurbished) advance replacement Product via express delivery. Advance replacement for requests confirmed by 12:00 pm United States Eastern Time (“*US ET*”) by CertiPath will be shipped for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped; delivery time may depend on the International customs clearing and export/import laws and regulations for non-US destinations. In the case of a Dead on Arrival Product, Licensee has thirty (30) days to return the defective Product after the replacement has been shipped and the cost thereof shall be borne by CertiPath.

3. SUPPORT

- a. Support.** CertiPath will provide Licensee with technical support (“*Support*”) as follows:
 - i. Assistance related to questions on the installation and operational use of the Product;
 - ii. Assistance in identifying and verifying the causes of suspected errors in the Product; and
 - iii. Providing workarounds for identified Products Errors or malfunctions, where reasonably available to CertiPath.
 - iv. Licensee will designate the contact information for two named individuals to act as support liaisons to utilize CertiPath Support and will ensure that such persons will be properly trained in the operation and usage of the Product; CertiPath will not be obligated to provide Support to any other individuals. Licensee agrees to provide reasonable access to all necessary personnel to answer questions about any problems reported by Licensee regarding the Product. Licensee also agrees to promptly implement all Product Updates and Product Upgrades provided by CertiPath hereunder. Upon request, Licensee will provide access for on-line diagnostics of the Product during error diagnosis.
- b. Support Methods.** Support is available through the following methods of communication:

- i. Via telephone at 1.855.758.0075.
- ii. Via email at support@certipath.com .
- iii. Via CertiPath’s Support website at www.certipath.com/support
- iv. Licensee may request maintenance and support not specifically provided for in this Agreement.
- v. Support is available Monday through Friday, 8:00 am to 5:00 pm US ET.
- vi. Support is not available on the following days: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the days of December 25th through December 31st, and any other day upon which the offices of the United States government are closed as a holiday.
- vii. Support will only be given using the English language.

4. PRODUCT OBSOLESCENCE

CertiPath’s end of sale and end of Maintenance and Support policies are available at: www.certipath.com/support

5. SUPPORT SERVICE LEVELS

An incident is defined as a situation where the Product does not function as warranted (“*Incident*”). The detail below defines the severity level of each type of Incident. CertiPath will use commercially reasonable efforts to provide the targeted responses included below.

Severity Level: 1

Definition: Total service failure of (operational) system (e.g. failure of a component of a critical process). Failure results in a critical part of the Product being unavailable.

Targeted response time: Within 2 hours of the receipt of the Support request from Licensee’s support liaison. If the request for Support is received after 5:00 pm US ET during the business day, targeted response time begins the next business morning.

Severity Level: 2

Definition: Failure of one or more system functions making use of the Product difficult (e.g. Product still running and operational, but not to full capacity).

Targeted response time: Within 4 hours of the receipt of the Support request from Licensee’s support liaison. If the request for Support is received after 5:00 pm US ET during the business day, targeted response time begins the next business morning.

Severity Level: 3

Definition: Failure of a non-critical function having no significant effect on the Product’s operation (e.g. failure of a sub-component), Product Users can adapt business practices to bypass the Incident in the short-term.

Targeted response time: Next business day.

Severity Level: 4

Definition: Any Incident having minimal impact on the Product’s operation, defined as an error of inconvenience.

Targeted response time: Three business days.

6. ESCALATION PROCEDURES

CertiPath will use commercial reasonable efforts to respond to requests for Support as described herein. CertiPath reserves the right to “stop the clock” on the targeted response time while awaiting action of or information from Licensee’s support liaison.

If CertiPath has not responded as targeted above, Licensee’s support liaison may escalate as follows:

Severity Level	Status	Escalation Step
1	Upon receipt	Immediate escalation to CertiPath’s Vice President of Client Services
2	No response within 8 hours	Licensee’s support liaison may request escalation to CertiPath’s Vice President of Client Services
3	No response within 2 business days	Licensee’s support liaison may request escalation to CertiPath’s Support Manager
4	No response within 7 business days	Licensee’s support liaison may request escalation to CertiPath’s Support Manager

7. SUPPORT REQUEST HANDLING

All requests for Support shall be reported in accordance with the methods listed in Section 3(b) herein. Requests for Support must be made by Licensee’s support liaison. It is the responsibility of the Licensee’s support liaison to provide the following information:

- * Serial number of the Product impacted
- * Product version

- * Detailed description of the Incident
- * Impact of the Incident
- * Indication of the activity that was being performed when the Incident occurred
- * Configuration data
- * All relevant Product log files

Support requests will be registered in CertiPath's online support tracking system, assigned a Severity Level, and allocated a unique request reference number. The Support request will be managed to resolution by a CertiPath technical support engineer. While working to resolve an Incident, the technical support engineer may need access to information on the Licensee system relative to the failure, or may need to recreate the failure to get additional information. If the Incident is related to system configuration, the Licensee's support liaison may be asked to provide a network diagram and configuration information. Any information sent to CertiPath to aid in the resolution of Licensee's Incident will be treated as confidential.

Support requests will remain active until Licensee's support liaison and CertiPath mutually agree to the resolution of the Incident.

8. **RESTRICTIONS**

Licensee is entitled to receive Maintenance and Support only on Products under a current Maintenance and Support Order. Maintenance and Support commences on the date of shipment or electronic availability of Product to Licensee. CertiPath will not be obligated to provide any Maintenance and Support: (1) on Products that: (a) have been altered, modified, mishandled or damaged, (b) have not been installed, operated, repaired, or maintained in accordance with CertiPath's Product Documentation, specifications, instructions and the terms herein and the Agreement, (c) have been combined or integrated with hardware, software, and/or technology not provided by CertiPath and without the written approval of CertiPath, or (d) have been misused or operated outside the Supported Environment for that Product; (2) where the Incident relates to Licensee's or third party's network, systems, hardware, software, or other problem beyond the reasonable control of CertiPath; (3) to any geographic location or to any customers in violation of applicable laws or regulations or (4) where providing Support might reasonably be expected to jeopardize or harm CertiPath's or its licensor's rights in any intellectual property, or reveal trade secrets or other proprietary information of CertiPath or its licensors not generally available to the public or to customers of the Product. Licensee acknowledges and agrees that CertiPath's ability to provide Maintenance and Support is dependent on Licensee providing accurate Product installation location information, and any failure to do so may impact CertiPath's ability to provide Maintenance and Support. Remote access to the Products on Licensee's network may be required to diagnose or resolve an Incident, and Licensee's failure to provide such access may impact CertiPath's ability to resolve the Incident. CertiPath will not be responsible for any Product replacement or repair delays caused by CertiPath's compliance with export/import laws and regulations. CertiPath's obligation under an Order for Maintenance and Support on any Product is subject to CertiPath's receipt of the applicable fees under the Order. CertiPath retains ownership of any intellectual property resulting from Maintenance and Support performed.