

**BASTILLE MASTER AGREEMENT**

|   |          |
|---|----------|
| Customer's legal name and type: [example: ABC, Inc., a Delaware corporation]: | Contact: |
| Address:  | Phone:   |
|   | Fax:     |
|   | E-Mail:  |

**ORDER #1**

| <b>Product and/or Service</b> | <b>Description/Quantity</b>                 | <b>Fees</b> |
|-------------------------------|---|-------------|
| Software                      | [product name/quantity]                     |             |
| Support Services – Software   | Standard support for the Software           |             |
| Hardware                      |   |             |
| Sensors                       | [description/quantity, or refer to exhibit] |             |
| Non-Sensors                   | [description/quantity, or refer to exhibit] |             |
| Support Services - Hardware   | Standard support for the Hardware           |             |
| Implementation Services       | See attached SOW #1                         | Per SOW #1  |
| <b>Term</b>                   | Three (3) years from Order Effective Date   |             |

**Agreement**

This Bastille Master Agreement (“Agreement”) is entered into as of the date of the last signature on this page (“Effective Date”) between Bastille Networks, Inc., a Delaware corporation, with a business address at 101 2nd St., Suite 510, San Francisco, CA 94105 USA (“Bastille”), and the party listed above (“Customer”). This Agreement includes and incorporates this page any additional supplemental order forms (this page and each subsequent supplemental order are hereinafter referred to as an “Order”), as well as the attached Terms and Conditions and any Exhibits or Statements of Work thereto.

**Bastille Networks, Inc.**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Order Effective Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. SCOPE; RESTRICTIONS

1.1. Hardware. Bastille will supply Customer with the hardware (which may consist of sensors and non-sensors) set forth on an Order ("Hardware"). Upon payment in full of the Fees for the Hardware as set forth in an applicable Order, the Hardware shall be deemed to be owned by Customer and all right, title and interest thereto shall transfer to Customer.

1.2. Software. Subject to Customer's compliance with the terms and conditions of this Agreement, Bastille grants Customer a nonexclusive, nontransferable, nonsublicensable license, during the Term, to use the object code version of any software specified on an applicable Order and any firmware incorporated into or installed on the Hardware (collectively "Software") only as necessary for Customer to use the Hardware for the purpose of monitoring, reporting and analyzing radio frequency ("RF") activity at Customer's premises - all only in accordance with Bastille's applicable user documentation (or other Bastille-provided written instructions) ("Documentation") - and only in and as part of the specific Hardware into which it is incorporated by (or on behalf of) Bastille. Except for the license granted under this Section, Bastille and its licensors shall retain all rights, title, and interest in and to the Software and all copies thereof. The Hardware and Software shall be collectively referred to as the "Products".

1.3. Services. If specified in an applicable Order, Bastille will use commercially reasonable efforts to provide the implementation, training and other professional services as may be mutually agreed upon in an applicable Statement of Work ("Professional Services").

1.4. Restrictions. Customer agrees that the Products are for Customer's internal use (and not for resale or for the benefit of any third party). Customer will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of any Product, including the proprietary configuration and components of any Hardware (except and solely to the extent that such restrictions are prohibited by applicable statutory law); (ii) modify, translate, or create derivative works based on any Product; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to any Product; (iv) use the Products for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (v) remove or otherwise alter any proprietary notices or labels from the Products or any portion thereof. Customer will use the Products only in compliance with (a) the applicable Order, (b) the rights granted hereunder, and (c) in accordance with all applicable laws and regulations, including, but not limited to, laws related to privacy (whether applicable within the United States, the European Union, or otherwise), intellectual property, consumer protection, child protection, obscenity, and defamation. Customer shall not make any representations, warranties, or guarantees with respect to the Products that purport to be by or on behalf of Bastille, to any person or entity. Bastille shall not be responsible for, and Customer shall defend, indemnify and hold harmless Bastille and its affiliates, officers, directors, employees, contractors and agents from and against, any claims, damages, liabilities or other losses arising out of or in connection with (1) the performance of the Products, (2) use or misuse of the Products, (3) compliance with all applicable laws, rules, directives and regulations and agreements that Customer may have with third parties, (4) collection or use of data in connection with the use of the Products, or (5) Customer's failure to comply with the terms, restrictions, and obligations set forth in this Agreement.

1.5. Intellectual Property Ownership. Except for the rights expressly granted under this Section 1, Bastille retains all right, title, and interest in and to the Products (and all data, software, products, works, and other intellectual property created, used, or provided by Bastille for the purposes of this Agreement, including without limitation inputs into Bastille's analytics engine). To the extent Customer provides Bastille with any feedback relating to the Professional Services and Support Services (defined below) specified in an Order (collectively, the "Services") or Products (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) ("Feedback"), Bastille shall own all right, title and interest in and to such Feedback (and Customer hereby makes and agrees to make all assignments necessary to achieve such ownership).

1.6. Access. Customer shall be solely responsible for distributing the passwords to Customer's users (the "Authorized Users") for access to and use of the Products. Customer acknowledges and agrees that Authorized Users' access to the Products shall be expressly conditioned on Authorized Users' agreement to the terms of this Agreement as well as Bastille's terms of service and privacy policy. Customer shall be responsible for assigning roles and authority levels with respect to the Authorized Users' access to the Products and be responsible for the conduct of Authorized Users who access the Products. Customer acknowledges and agrees that Customer is responsible for strictly maintaining the confidentiality and integrity of passwords.

1.7. Publicity/References. Customer agrees to allow Bastille to state that Customer is a customer on Bastille's website and marketing materials, and Customer hereby grants to Bastille during the subscription period of this Agreement a non-exclusive, royalty-free, limited license to use Customer's logo on Bastille's website and in other marketing materials. Bastille may issue press releases, white papers and case studies that reference Customer and Customer's use of the Products and Services, subject to Customer's prior review and written approval, which will not be unreasonably withheld, conditioned or delayed. In consideration of the rights granted and services performed under this Agreement, Bastille may ask Customer to act as a customer reference for Bastille from time to time by providing reasonable assistance as described below. Customer will designate and provide a Customer contact to speak to potential Bastille customers from time to time, provided that such assistance shall not materially interfere with the day-to-day responsibilities of such designated contact.

### 2. FEES.

Customer will pay Bastille the fees for the Service as set forth in each applicable Order ("Fees"). Unless otherwise specified in an Order, all Fees will be invoiced in advance and all invoices issued under this Agreement are payable in U.S. dollars within 30 days from receipt of invoice. Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for (i) Bastille's costs of collection in the event of Customer's delinquent payment, and (ii) all taxes associated with the Products or Services other than taxes based on Bastille's net income in the

USA (collectively "Taxes"); such Taxes include, without limitation, sales tax, use tax, excise tax, value added tax, withholding tax, backup withholding tax, goods and services tax, internet taxes, telecommunication taxes and fees. Where Bastille has the legal obligation to pay or collect such taxes, then the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Bastille with (a) a valid tax exemption certificate authorized by the appropriate taxing authority, and (b) indemnification for any liability which might accrue to Bastille in relation to such Tax. Where Bastille does not have the legal obligation to pay or collect such taxes, then Customer shall be responsible for self-assessing, self-reporting, and self-paying such Taxes, and shall indemnify Bastille with respect to such Taxes. For the avoidance of doubt, if Customer is required to remit any portion of the Fees to a non-USA government as withholding tax, then Customer shall gross up the Fees so that the amount paid to Bastille (net of such withholding tax) is the unreduced amount of Fees specified in an Order. If Customer believes that Bastille has billed Customer incorrectly and disputes an invoice in good faith, Customer must notify Bastille thereof (in writing) no later than 15 days after the date of the invoice, otherwise the amount invoice shall be conclusively deemed correct by the parties. All Fees paid are non-refundable (except as otherwise expressly set forth in an Order) and not subject to set-off.

### 3. TERM; TERMINATION

3.1. Term. Subject to earlier termination as provided below, this Agreement shall commence on the Effective Date and, unless otherwise specified in an applicable Order, shall continue for an initial subscription term of three (3) years ("Initial Term"). The Initial Term shall automatically renew for consecutive one-year terms (each a "Renewal Term" and together with the Initial Term, referred to as the "Term"), unless either party provides the other party with written notice of non-renewal at least 30 days prior to the end of the then current Term.

3.2. Termination. Either party may terminate this Agreement in the event the other party materially breaches this Agreement and fails to cure such breach within 30 days (10 days in the case of non-payment) from receipt of written notice thereof.

3.3. Effects of Termination. Upon termination or expiration of this Agreement for any reason (including without limitation non-renewal), all rights granted herein to Customer will terminate, the Support Services for Hardware and Software will terminated, and Customer will make no further use of the Hardware or Software. Notwithstanding anything to the contrary herein, in the event of any early termination of this Agreement, no prepaid fees shall be refunded. The following provisions will survive termination or expiration of this Agreement: Sections 1.4, 1.5, 3.3, 4, 5.4, 6, 8 and 10.

### 4. CONFIDENTIALITY

During the Term of this Agreement, each party ("Disclosing Party") may provide the other party ("Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"). All materials and information provided by Disclosing Party to Receiving Party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that Receiving Party reasonably should have known was the Confidential Information of Disclosing Party, shall be considered Confidential Information. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section 4 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by Receiving Party independently from Disclosing Party's Confidential Information without use of or reference to such Disclosing Party's Confidential Information, (iii) is rightfully disclosed to Receiving Party by a third party without restriction, or (iv) was in Receiving Party's lawful possession without restriction prior to the disclosure to Receiving Party and was not obtained by Receiving Party either directly or indirectly from Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof (unless such notice is prohibited by law), and uses its best commercial efforts to limit disclosure. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party solely to the limited extent necessary to exercise Receiving Party's rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of Disclosing Party's Confidential Information as this Agreement and (b) all Feedback shall be solely Bastille's Confidential Information.

### 5. WARRANTY; DISCLAIMER

5.1. Warranties. Bastille warrants to Customer that: (i) the Software will materially perform in accordance with the applicable Documentation during the Term; (ii) any Services performed by Bastille hereunder will be performed in a workman like manner, in accordance with general industry standards; (iii) the Software as delivered by Bastille does not contain any Trojan horses, worms, or undocumented disabling devices; and (iv) it has scanned the Software for known viruses using industry standard virus detection techniques. To the extent it is permitted to do so, Bastille will pass through to Customer any third party warranties in respect of the Hardware.

5.2. Exclusions. Bastille's warranties in this Section 5 shall not extend to problems that result from: (i) Customer's failure to implement all updates issued by Bastille; (ii) any alterations or additions to the Software not performed by or at the direction of Bastille; (iii) failures in operation of the Software that are not reproducible by Bastille; (iv) Software operated in violation of this Agreement or not in accordance with the Documentation therefor or applicable Order; or (v) failures which are caused by Customer's software or other software, hardware or products not licensed or provided hereunder.

5.3. Remedies. For any Software or Services not in conformance with this Section 5, Bastille will, at its discretion and cost, either repair, replace or reperform the Software or Service, as applicable. For any Hardware not in conformance with the manufacturers'

warranties, Bastille shall coordinate with the manufacturer any warranty claims. The foregoing states Customer's exclusive remedy, and Bastille's sole liability arising in connection with the limited warranties herein.

5.4. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, BASTILLE DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY AND ALL SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ALL IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OF USAGE IN TRADE. BASTILLE DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRODUCTS OR SERVICES NOR THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

## 6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUPPLIERS, SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (I) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS; (II) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (III) MATTERS BEYOND SUCH PARTY'S REASONABLE CONTROL (SUCH AS BASTILLE'S SYSTEMS BEING "HACKED" BY A THIRD PARTY, OR DOWNTIME OR ERRORS CAUSED BY THIRD PARTIES); OR (IV) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO BASTILLE DURING THE 12 MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES FOR THE APPLICABLE PRODUCT(S) AND/OR SERVICE(S) AT ISSUE. THE LIMITATIONS ON LIABILITY CONTAINS HEREIN SHALL NOT APPLY TO BREACH(ES) OF SECTION 4 OR BREACH(ES) OF ANY LICENSE RESTRICTIONS. THE PARTIES AGREE THAT THIS SECTION 6 REPRESENTS A REASONABLE ALLOCATION OF RISK. BASTILLE WILL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE ACTS OR OMISSIONS OF ANY THIRD PARTIES IN CONNECTION WITH THE PRODUCTS OR SERVICE (INCLUDING, FOR EXAMPLE, LANDLORD'S DAMAGE OF THE HARDWARE).

## 7. SUPPORT AND MAINTENANCE

7.1. Support Services. Bastille will provide Customer with the Support Services as set forth on Exhibit A ("Support Services").

7.2. Discontinuance. Bastille may, from time to time, and at its sole option, discontinue the licensing or support of any Product or modify or add any Product. Bastille shall provide 90 days' written notice to Customer prior to discontinuance of any Product. Customer understands and agrees that following any such discontinuance, applicable Software and Hardware products that have been discontinued may no longer work with new versions of the Products and Bastille shall no longer be required to provide Support Services in respect of such discontinued Products.

## 8. INDEMNIFICATION

8.1. Indemnity. Bastille will defend, indemnify and hold Customer harmless against any third party claims, liabilities or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party that the Software infringes or misappropriates a valid United States patent, copyright or trade secret right of a third party; *provided* that Customer gives Bastille: (i) prompt written notice of any such claim or allegation; (ii) control of the defense and settlement thereof; and (iii) reasonable assistance in such defense or settlement. If any Software becomes or, in Bastille's opinion, is likely to become the subject of an injunction, Bastille may, at its option, (a) procure for Customer the right to continue using such Software, (b) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to Bastille, then (c) terminate Customer's license to the allegedly infringing Software and refund to Customer the license fees actually pre-paid for such infringing Software. The foregoing states the entire liability of Bastille with respect to infringement of patents, copyrights, trade secrets or other intellectual property rights.

8.2. Exclusions. The foregoing obligations shall not apply to: (i) Software modified by any party other than Bastille, if the alleged infringement relates to such modification, (ii) Software combined or bundled with any non-Bastille products, processes or materials where the alleged infringement relates to such combination, (iii) the use of a version of the Software other than the version that was current at the time of such use, as long as Bastille shall have provided Customer with such non-infringing version, (iv) Software created to the specifications of Customer, or (v) infringement or misappropriation of any proprietary right in which Customer has an interest.

## 9. EXPORT

Customer acknowledges that the Products may be subject to United States or foreign export and import controls, and in its activities in connection with this Agreement, Customer shall at all times strictly comply with all laws, regulations and orders, and agrees to commit no act which, directly or indirectly, would violate any United States or foreign law, regulation or order, including, without limitation, tax, export and foreign exchange laws, export controls imposed by the United States.

## 10. MISCELLANEOUS

The parties will comply with the additional term and conditions (if any) set forth in an Order. In the event of a conflict between these terms and conditions and the terms and conditions in an Order, the terms and conditions in an Order shall control for purposes of such Order only. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by a party except with the other party's prior written consent; provided that, a party may transfer and assign its rights and obligations under this Agreement, without the other party's consent, to a successor to all or substantially all of its

assets or business to which this Agreement relates, whether voluntarily, or by merger, reorganization, asset sale or otherwise. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Customer (before and/or after the Effective Date) will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Bastille to object to those terms, provisions or conditions unless such terms are in a writing signed by both Bastille and Customer which writing specifically states that it is intended to amend this Agreement. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. If this Agreement is signed in multiple originals, any one of which is in the English language, then the English language version of this Agreement shall be the binding Agreement, and the translations shall have no legal status. This Agreement is the result of negotiations among, and has been received by, the parties and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against either party. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Each party has the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Bastille in any respect whatsoever. Any notices in connection with this Agreement will be in writing and sent by first class US mail or major commercial rapid delivery courier service to the address specified on the Order (or such other address as may be properly specified by written notice hereunder). Copies of all notices to Bastille (which copies shall not constitute notice) shall be given to Ivan Gaviria, Gunderson Dettmer LLP, 550 Allerton St, Redwood City, CA 94063. Email notice shall be authorized to the extent set forth herein. Except as otherwise expressly provided herein, the provisions of this Agreement are for the benefit of the parties hereto and not for any other person or entity. This Agreement shall not provide any non-party with any remedy, claim liability, reimbursement, claim of action or other right in excess of those existing without reference hereto. This Agreement shall be governed by the laws of the State of California, without regard to the conflict of law provisions thereof. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, CA, USA, in the English language and the arbitral decision may be enforced in any court. With respect to all disputes arising in relation to this Agreement, but subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Francisco, CA, USA. The substantially prevailing party in any action or proceeding to enforce this Agreement will be entitled to recover costs and attorneys' fees.

EXHIBIT A  
SUPPORT SERVICES

This Exhibit A details Bastille's Support Services:

**1. Definitions.** Capitalized terms used in this Exhibit A and not otherwise defined shall have the respective meaning assigned thereto in the Agreement.

- 1.1. "Authorized Contact" has the meaning assigned thereto in Section 2.6(e) of this Exhibit A.
- 1.2. "Error" means an error in the Software, which significantly degrades use of the Software as compared to the published and functional performance documentation for the Software.
- 1.3. "Fix" means the repair or replacement of object or executable code within the Software to remedy an Error.
- 1.4. "Service Hours" means 9:00 a.m. to 5:00 p.m. Eastern time, Monday through Friday except federal holidays.
- 1.5. "Severity 1" means that the Software or Hardware is non-operational and there is no known Workaround.
- 1.6. "Severity 2" means a problem with the Software or Hardware that causes a serious disruption which cannot be solved (temporarily) by a Workaround.
- 1.7. "Severity 3" means a non-critical problem in the Software or Hardware where Customer is able to continue to use the Software or Hardware and a Workaround is available.
- 1.8. "Severity 4" means a non-Severity 1, 2 or 3 Error.
- 1.9. "Support" means (a) the provision of Updates related to the Software; (b) assistance by telephone or internet with respect to the use of the Software and Hardware including without limitation (i) clarification of functions and features of the Software and Hardware, (ii) clarification of the documentation, and/or (iii) guidance in the operation of the Software and Hardware; and (c) Error verification, analysis and correction.
- 1.10. "Support Call" means a telephone call or email notification from Customer to Bastille in respect of a Severity 1, Severity 2, Severity 3 or Severity 4 Error.
- 1.11. "Support Reply Time" means the elapsed time during Service Hours between the receipt of a Support Call and the target time within which Bastille begins Support as verified by a verbal or email confirmation to Customer.
- 1.12. "Update" means an update, enhancement, modification, bug-fix, patch or Error correction, that Bastille makes generally available to end users of the Software to whom Bastille owes a support obligation, but excludes hardware, software or services for which Bastille would generally charge an additional fee. Updates shall be deemed to be Software for purposes of the Agreement.
- 1.13. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

**2. Software Support Services.** During the Term and subject to the terms and conditions of the Agreement, Bastille shall use reasonable commercial efforts to provide Support as follows:

- 2.1. **Customer Support Center.** Bastille shall receive Support Calls from an Authorized Contact and assign an Error priority level to the request during Service Hours.
- 2.2. **Support Call Logging.** Bastille shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received with a tracking number within the Support Reply Times.
- 2.3. **Support Reply Times** Support for the Software is available during Service Hours with the following Support Reply Times:

| Error Priority | Support Reply Time |
|----------------|--------------------|
| Severity 1     | 60 minutes         |
| Severity 2     | 60 minutes         |
| Severity 3     | 24 hours           |
| Severity 4     | 48 hours           |

Where Bastille does not acknowledge receipt of a Support Call within the applicable Support Response Times, the following escalation contact protocol shall apply:

| Error Priority   | Support Reply Time Elapsed | Escalation Contact |
|------------------|----------------------------|--------------------|
| Severity 1 and 2 | 90 minutes                 | Service Director   |
| Severity 1 and 2 | 120 minutes                | Sr. Vice President |
| Severity 1 and 2 | 150 minutes                | President & CEO    |

**2.4. Response** Following acknowledgement by Bastille in response to a Support Call in respect of a Severity 1

or 2 Error, Bastille will use commercially reasonable efforts to work uninterrupted to provide Customer with a Workaround or Fix. Following acknowledgement of a Severity 3 Error, Bastille will work using commercially reasonable efforts during Service Hours. Following acknowledgement of a Severity 4 Error, Bastille will use reasonable commercial efforts to incorporate any necessary changes with the next release of the Software, or provide a Fix or Workaround thereto, in its sole discretion.

**2.5. Exclusions.** If Bastille believes that a problem reported by Customer may not be due to an Error in the Software or Hardware, Bastille will so notify Customer. Support does not include services requested as a result of, or with respect to, causes which are not attributable to Bastille or the Products ("Excluded Services"). Excluded Services will be billed to Customer at Bastille's then-current rates. Causes which are not attributable to Bastille or the Products include, but are not limited to: (i) modifications made by or at the direction of Customer, other than modifications made by Bastille, to its operating environment, third party software or hardware that adversely affects the Products; (ii) any alterations or additions to the Products not performed by Bastille; (iii) failures in operation of the Products that are not reproducible in standalone form; (iv) Products that are otherwise operated in violation of this Agreement or other than in accordance with the documentation therefor; (v) failures which are caused by Customer or Customer's software or other software, hardware or products not licensed hereunder, including without limitation failures of standard bridges caused by updates to software not licensed hereunder; or (vi) failures in Customer's software or software, hardware or products not licensed hereunder. The Software and each Update will be supported for twelve (12) months after the succeeding Update is made generally commercially available. After such period has elapsed, Bastille's sole support obligation shall be to provide the proper Update of such Software.

**2.6. Customer Responsibilities.** Bastille's provision of Support to Customer is subject to the following.

- i. Customer is responsible for providing sufficient information and data to allow Bastille to readily reproduce all reported Errors.
- ii. Customer shall provide Bastille with necessary access to the Products, personnel and equipment during Service Hours. This access includes the ability to remotely access the Products, subject to Customer's security procedures.
- iii. Customer shall document and promptly report all detected Errors to Bastille. At Bastille's direction, Customer shall take all steps necessary to carry out procedures for the rectification of Errors within a reasonable time after such procedures have been received from Bastille.
- iv. Customer shall properly train its personnel in the use and application of the Products.
- v. Customer shall appoint a reasonable number of trained individuals to serve as primary contacts between Customer and Bastille regarding the registry and report of Support Calls (each an "Authorized Contact"). All of Customer's Support Calls and Support inquiries shall be initialized through the Authorized Contacts.

**3. Hardware Repair and Replacement Services.** During the applicable Term and subject to the terms and conditions of the Agreement, Bastille shall use reasonable commercial efforts to provide Hardware Support for Hardware manufactured by Bastille as follows:

**3.1. Scope.** The support services that Bastille agrees to provide are repair services which are necessary because of any defect which exists in materials or workmanship in the Hardware and components of the Hardware.

**3.2. Return.** If Bastille's support personnel determine that the reported issue is related to Hardware failure, Customer shall ship, at Customer expense, the failed Hardware to the address specified by Bastille support personnel.

**3.3. Repair.** Bastille will use its reasonable commercial efforts to repair or replace a failed Hardware within seven (7) business days from the date that Bastille receives the failed Hardware from Customer. Bastille reserves the right in its discretion to include in the repaired Hardware embedded software that is upgraded, modified, or different and hardware components that may be new, repaired, or refurbished, provided that the repaired Hardware will have substantially the same compatibility as the failed Hardware and will offer the substantially same functionality as the failed Hardware did when purchased by Customer.

**3.4. Replacement Hardware.** Bastille may, in its discretion, send to Customer a temporary replacement Hardware ("Replacement Hardware"). Upon receipt of the repaired Hardware, Customer shall ship, at Bastille's expense, to Bastille any Replacement Hardware that may have been provided by Bastille. In the event that Customer fails to return the Replacement Hardware within 10 business days following receipt of the repaired Hardware, Customer hereby agrees to reimburse Bastille for the fair market value of that Replacement Hardware within 30 days of being invoiced for the same by Bastille.

**3.5. Support Not Covered.** Hardware Support does not include services requested as a result of, or with respect to, causes which are not attributable to Bastille or the Hardware ("Excluded Services"), including without limitation: (i) modification, alteration, customization or additions to any Hardware, including software installation, which is not approved by Bastille; (ii) damage to the Hardware arising out of accident, misuse, abuse, negligence, misapplication, or willful acts of Customer or any third party; (iii) failure to provide the appropriate technical environment (such as correct voltage, fusing, air conditioning, surge protection, etc.); (iv) restoring data to or preserving data on a returned Hardware or (v) preventive maintenance services, installation, deinstallation, relocation services, or operating supplies. Excluded Services will be billed to Customer at Bastille's then-current rates.

THIS EXHIBIT A DEFINES A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. THE SOFTWARE, HARDWARE AND SERVICES RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS EXHIBIT A DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.