

Service Level Agreement (Effective date: July 1, 2010)

Terms and conditions governing service level agreements (SLAs) defined in Subscription Contracts for Advanced, Premium, Expert and Expert+ (hereinafter referred to collectively as "Subscription Contracts").

1 Introduction

- 1.1 A Customer who purchases and uses gateProtect products may conclude a Subscription Contract with gateProtect in respect to said products. The scope of services provided under said contracts shall be governed by the latest applicable service level agreements (SLAs) defined in Subscription Contracts for Advanced, Premium, Expert and Expert+. The relevant discrepancies and provisions in respect to each of the various Subscription Contracts are listed in the Service Level Agreement table.
- 1.2 The latest applicable version of gateProtect's Standard Terms and Conditions and of gateProtect's End User License Conditions shall also apply. In the event of any conflict or discrepancy between the provisions of individual documents, the SLAs shall apply.
- 1.3 Responsible for the service provision of the SLAs is the gateProtect Aktiengesellschaft Germany or if available exclusively the representation of the country. The representation can be a branch office, a distributor, or reseller of the gateProtect Aktiengesellschaft Germany, hereinafter referred to as „gateProtect“.

2 Terms of performance

- 2.1 If any problem arises, the Customer shall initially contact the Customer's distributor or reseller.
- 2.2 If the Customer has concluded an Expert or Expert+ Subscription Contract or has obtained the Customer's system security solution directly from gateProtect, the Customer shall be entitled to obtain the Subscription services pursuant to the relevant Subscription Contract directly from gateProtect.
- 2.3 As indicated above, the services described in this Agreement shall be provided by the reseller or gateProtect. The Customer may obtain additional services such as more rapid response times by concluding a contract in this regard with the reseller or gateProtect.

3 Scope of services

SLA and Subscription Contract services shall consist of the following elements: software updates (hereinafter referred to as "Software Subscriptions") for hotfixes, patches, and updates; warranty period extensions for computer hardware; provisioning of spare parts in the event of a malfunction (via either a send-in or on-site replacement); and technical support provided either online or over the phone. Said services may only be obtained as part of a service package, and only one Subscription Contract may be concluded per system security solution.

3.1 Software Subscriptions

Software Subscription contracts shall govern the release of hotfixes, patches and updates during the term of a Subscription Contract.

- 3.1.1 Hotfixes and patches shall provide standard function optimizations and shall correct software errors.
- 3.1.2 Updates shall provide new main functions of a standard nature as well as function optimizations, and shall eliminate software errors.
- 3.1.3 gateProtect shall make the hotfixes, patches and updates hereof available on the gateProtect Web site so that the Customer can download and incorporate these elements.
- 3.1.4 The Customer shall make a complete backup copy of the Customer's current system before incorporating any patch, hotfix, or update.

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3.2 Additional warranty services for computer hardware

- 3.2.1 During the initial term of the Subscription Contract (12, 36 or 60 months, i.e. the period immediately following the Customer's initial purchase), the Customer shall be entitled to an extended hardware warranty period and to replacement of any malfunctioning hardware device by a comparable device. Said entitlement shall be in addition to that defined in the Standard Terms and Conditions and shall vary according to the terms of the Customer's existing Subscription Contract.
- 3.2.2 If a Subscription Contract with a first term of 12 months will be extended, the warranty and the hardware replacement shall be limited to a term of 24 months following purchase of the system security solution. If a Subscription Contract with a first term of 36 or 60 months will be extended, the warranty and the hardware replacement shall be limited to the maximum term of this "first" subscription contract (36 or 60 months).

3.3 Hardware replacement modalities

The Customer may choose from one of the following three hardware replacement modalities during the warranty period pursuant to subsection 3.2 and in accordance with the terms of the Customer's Subscription Contract: send-in, on-site replacement within 48 hours, or on-site replacement within two hours. These modalities are summarized in the Service Level Agreement table.

3.3.1 Definition of a send-in replacement

In a send-in replacement, the Customer sends the product to a hardware manufacturer designated by gateProtect. In order to do this, the Customer must request a return merchandise authorization (RMA) number from the manufacturer or gateProtect. The hardware manufacturer will not accept Hardware unless it is accompanied by a valid RMA number. Following confirmation of receipt by the manufacturer, under normal circumstances the Hardware will be repaired within fourteen working days and then sent back to the Customer. The Customer shall assume the shipping costs for all repairs except for those engendered by a malfunction that occurs during the statutory warranty period.

3.3.2 Definition of an on-site replacement

An on-site replacement means that the malfunctioning device is replaced at the Customer's location within two or 48 hours, depending on the provisions of the Subscription Contract. When the replacement device is delivered, the Customer must have the malfunctioning device available and must give it to the technician.

Realization of a two-hour on-site replacement shall be subject to prior written authorization from the reseller or gateProtect.

3.3.3 System back-ups

When hardware is replaced or repaired, no configurations, data or the like shall be backed up or incorporated. All such tasks shall be the sole responsibility of the Customer.

4 Description of technical support services

- 4.1 The provisioning of technical support services shall commence on conclusion of the relevant Subscription Contract, and depending on the Subscription Contract, shall be provided via the online portal ("My gateProtect") or over the phone (pursuant to the Service Level Agreement table). The Customer shall comply with the applicable registration and support provisioning procedures defined by gateProtect.
- 4.2 The response times for technical support services shall be governed by the applicable Subscription Contract (pursuant to the Service Level Agreement table). Response times shall be measured based on the time at which the reseller or gateProtect initially contacts the Customer; the time at which the individual support event is completed shall be disregarded.
- 4.3 Response times for Advanced, Premium and Expert Subscription Contracts shall be measured solely on the basis of the reseller's or gateProtect's normal business hours. For gateProtect these hours shall be deemed to be Monday through Thursday from 9 a.m. to 5 p.m. and Friday from 9 a.m. to 3 p.m. gateProtect shall be deemed to have no business hours on days that are legal holidays in the city of Hamburg, Germany. gateProtect shall be entitled to change its business hours in gateProtect's own discretion with 30 days' notice.
- 4.4 Support for Customers with Expert+ Subscription Contracts shall be provided by the reseller or gateProtect over the phone on a 24/7 basis. Prior to the effective date of the contract, it will be determined whether gateProtect or the reseller is to provide said support.

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- 4.5 Technical support services shall entail determination of the causes of malfunctions up to the relevant interface of the gateProtect product affected. No support of this type shall be provided for other vendors' systems. The foregoing notwithstanding, said support shall exclude the provisioning of any general network and/or system advice, or any installation or configuration advice.
- 4.6 Support services shall be provided for (a) the most recently released version of the software; and (b) the immediate predecessor of said version, for a six month period following release of the most recent version. The Customer shall migrate to the most recently released version of the software unless said migration would entail any unreasonable drawback for the Customer. Such a drawback shall be deemed to exist if, for example, migration to a new version is technically unfeasible for the Customer, even if the relevant hardware is upgraded. In such a case, gateProtect shall henceforth provide technical support on a cost per service basis for the Customer affected.
- 4.7 Remote Subscription may be provided in exceptional cases, subject to a specific agreement. In such a case, the Customer shall assume sole responsibility for ensuring that (a) the technical hardware requirements defined by the reseller or gateProtect have been met; and (b) the reseller and gateProtect are granted all necessary access rights and license-related authorizations and are provided in a timely manner with all necessary specifications regarding any system security requirements and in-house rules. Following performance of any remote Subscription by the reseller or gateProtect, the Customer shall take appropriate measures to ensure that the prior security level is restored by changing passwords, access rights and the like. The Customer shall furthermore ensure that any online access by the reseller or gateProtect has no effect on or does not degrade any other Customer system or software. In this regard, the liability of the reseller and gateProtect shall be limited to (a) any loss or damage attributable to willful misconduct and/or gross negligence; and (b) foreseeable loss or damage. The foregoing sentence of this subsection 4.7 shall also apply insofar as gateProtect is retained by a reseller to perform remote Subscription as the reseller's agent.

5 Prices

- 5.1 The price the Customer is charged shall be based on the price list for gateProtect SLAs and Subscription Contracts.
- 5.2 The lump sum prices stipulated in any enforceable Subscription Contract shall include the Contract-related costs (pursuant to the services referred to in the Service Level Agreement table) that are provided on either the reseller's or gateProtect's premises. All other services, including without limitation any services provided on the customer's premises such as installing new versions, recovering damaged files, and reorganizing data media, shall be billed separately on a cost per service basis in accordance with (unless otherwise agreed) the applicable gateProtect or reseller prices. Any remote Subscription services shall be governed by a separate agreement.

6 Term of SLAs and Subscription Contracts

- 6.1 Each Subscription Contract shall be subject to a contractually defined term and shall terminate automatically on expiration of said term without the need for any formal termination procedure. Any extension of any Subscription Contract shall be subject to conclusion of a separate agreement.
- 6.2 Subscription Contracts shall be subject to a minimum term of 12 months and a maximum term of 60 months. The services referred to in the Service Level Agreement table shall be operative during the Subscription Contract term that is covenanted with the Customer. If the term of a Subscription Contract is extended, all services referred to in the Service Level Agreement table shall remain unchanged, with the exception of the "Additional warranty services for computer hardware" (see 3.2). In the case of an extension of the Subscription contract this additional warranty is limited to 24 months from the date of purchase of the security system solution.
- 6.3 An active Subscription Contract (Advanced, Premium, Expert or Expert+) can be downgraded, upgraded or extended at any time, subject to a surcharge.
- 6.4 All subscription contracts must be renewed no later than 8 weeks after expiration. Otherwise, a subscription renewal is not possible. If the customer would like to have further support, a new main product (appliance) must be purchased together with a new subscription contract.
- 6.5 If the customer renews the subscription contract within 8 weeks, the time between the expiration and renewal will be deducted from the total duration of the new subscription contract.
- 6.6 The foregoing shall be without prejudice to either party's right to cancel a Subscription Contract for good reason.

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Service level agreement		Subscription contracts				
		Standard warranty	Advanced	Premium	Expert	Expert+
1. Software subscription						
1.1 Hotfixes/Patches	30 days	✓ *1	✓ *1	✓ *1	✓ *1	✓ *1
1.2 Updates	30 days	✓ *1	✓ *1	✓ *1	✓ *1	✓ *1
2. Hardware						
2.1 Warranty						
Hardware Appliances*1A	12 months	✓ *1a	✓ *1a	✓ *1a	✓ *1a	✓ *1a
2.2 Replacement						
Bring in (14 days)	12 months	✓ *1	✓ *1	✓ *1	✓ *1	✓ *1
On-site exchange (48 hours)	-	-	✓ *1	✓ *1	✓ *1	✓ *1
On-site exchange (2 hours)*2	-	-	-	-	-	✓ *2
3. Technical support						
3.1 Form						
Online portal	30 days	✓ *1	✓ *1	✓ *1	✓ *1	✓ *1
Phone call-back*3	-	-	✓ *1	✓ *1	✓ *1	✓ *1
Phone call-in*4	-	-	-	✓ *1	✓ *1	✓ *1
3.2 Responsetime						
12 hours*5	-	✓ *5	✓ *5	✓ *5	✓ *5	✓ *5
6 hours*5	-	-	✓ *5	✓ *5	✓ *5	✓ *5
2 Hours*5	-	-	-	✓ *5	✓ *5	✓ *5
0 hours*5	-	-	-	-	-	✓ *5
3.3 Coverage time						
8 hours x 5 days*6	-	✓ *6	✓ *6	✓ *6	✓ *6	✓ *6
24 hours x 7 days	-	-	-	-	-	✓

Annotations:

*1: Depending on the term of the current and applicable subscription contract

*1A: Further details are available in §3.2 *Additional warranty services for computer hardware* of the SLA

*2: Subject to an additional written agreement

*3: The support process must be registered via online portal ("My gateprotect") and will be answered by phone at gateProtect's sole discretion.

*4: The support process can be registered by phone (as well as online) at gateProtect's sole discretion.

*5: Time until gateProtect begins the process of solving the problem, and not when the problem is solved.

*6: Provided during normal business hours of the reseller or gateProtect