



Service Description: Stealthwatch Product Support Services

This document describes Stealthwatch Product Support Services that Lancope will provide to Customer. The services provided hereunder will not apply to those Stealthwatch products for which Cisco Smart Net Total Care is applicable.

- 1) If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) or equivalent services agreement executed between you and Cisco.
- 2) All capitalized terms not defined in the Supplemental Glossary of Terms below have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco. In the event of a conflict between this Service Description and your MSA or equivalent services agreement, this Service Description shall govern.

1. Supplemental Glossary of Terms.

“**Approved Source**” means (a) Lancope; or (b) a distributor or systems integrator authorized by Lancope to distribute/sell Stealthwatch equipment, software and services within Customer’s territory to end users; or (c) a reseller authorized by any such distributor or systems integrator in accordance with the terms of the distributor’s distributor agreement with Lancope to distribute/sell the Stealthwatch equipment, software and services within Customer’s territory to end users.

“**Current Version**” means the most recent Major Release of a Software product.

“**Documentation**” means any printed or electronic documentation that Lancope provides or makes available regarding the System for Customer’s internal business purposes.

“**Error**” means a reproducible and material non-conformity in the performance of the System to comply with the Documentation.

“**Initial Term**” means the initial period of time starting on the date of delivery for the applicable Supported Systems, or with respect to software-only products the date such software is made available to Customer, during which Lancope will provide Support Services to Customer. The Initial Term will be one (1) year and non-cancellable.

“**Lancope**” means Lancope LLC, a Delaware limited liability company and/or one of its designated subsidiaries or affiliates, including but not limited to Cisco Systems, Inc.

“**Major Release**” means a version of Software in which there is a change in the number immediately preceding or immediately following the first decimal point in the Software version number (e.g. v4.9 to v5.0 or v5.0 to v5.1).

“**Minor Release**” means a version of Software in which there is a change in any number following the second decimal point in the Software version number (e.g. v4.10 to v4.10.1 or v4.10.1 to v4.10.2).

“**New Release**” means any upgrades or enhancements to Software with new functionality, features and components that may be made generally available by Lancope in the marketplace subject to a separate license and license fee.

“**Order**” means an order for Support Services placed with either Lancope or an Approved Source.

“Permanent Solutions” means the service and operation of a Supported System has been restored without a material loss of functionality.

“Prior Version” means the next most recent Major Release of a given Software product preceding the Current Version.

“Renewal Term” means any term beyond the Initial Term during which Lancope has offered and agreed to provide Support Services to Customer. Each Renewal Term is non-cancellable.

“Response Time” means the amount of time it takes Lancope to first contact Customer for more information after an Error has been reported by Customer.

“RMA Number” means a Return Material Authorization Number.

“Severity 1” means a Supported System is down or not collecting data due to a Software or hardware defect, and is not usable without Error resolution.

“Severity 2” means a major degradation in performance of a Supported System has occurred and the Error is causing major inconvenience, without an existing work-around.

“Severity 3” means a minor degradation in performance of a Supported System has occurred and the Error is causing inconvenience, but an alternative work-around exists.

“Software” means any and all Lancope-branded computer software programs in object code form (including, but not limited to, Stealthwatch and the Stealthwatch Cloud License) as incorporated in the specific Systems licensed and purchased by Customer, and which is to be used for Customer’s internal business purposes.

“Supported Systems” means a System that is subject to Support Services that has been registered with Lancope.

“Support Fees” means the then-current price for the applicable Supported System at the Support Services plan level purchased for the Initial Term and/or the Renewal Term, as applicable. Support Fees are due in advance of the applicable term. The Support Fee may be (i) a separate charge in addition to the purchase price for the Supported Systems, or (ii) included in the price for software-only products licensed on a subscription basis, as applicable.

“Support Services” means Lancope maintenance and support services purchased by the Customer on an Order.

“System” means, collectively, the Software, Documentation or related hardware licensed and purchased by the Customer.

“Updates” means any updates, bug fixes, patches, changes, work-arounds, error corrections or enhancements to Software.

2. **Supported Systems.** This Agreement only applies to Support Services for Supported System(s) for which Customer has (i) paid Support Fees to Lancope or an Approved Source and (ii) registered with Lancope. Registration of a System occurs automatically upon the concurrent initial purchase of the System and Support Services, and that no other action is required of Customer to register such System(s). If Customer licenses and purchases additional System(s), or components thereof, after the initial Supported System purchase and desires to make such incremental System(s), or components thereof, Supported System(s) under this Agreement, Customer must register such additional System(s), or components thereof, with Lancope pursuant to an additional Order.

3. Support Services.

3.1 Scope of Services. Provided Customer pays all the applicable Support Fees, Lancope will provide the Customer the following Support Services for each Supported System:

3.1.1 One (1) copy of all Major Releases, Minor Releases and Updates to the Software that Lancope makes generally available to other Lancope customers subscribing to the same Support Services. When delivered, all such Major Releases, Minor Releases and Updates shall become part of the Software and will be supported subject to the terms of this Agreement. New Releases are not included as part of the Support Services.

3.1.2 Technical support via telephone and email on a twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year basis, including holidays.

3.1.3 Support Services will be performed on a repair or replace basis, with advanced part replacement for hardware being offered on a next business day ship basis. Response Times will be prioritized based upon the severity level assigned by Lancope. Lancope will use commercially reasonable efforts to correct an Error with a level of effort reasonably commensurate with the severity of the error. Resolutions shall either (a) cause the Supported System to substantially conform to the Documentation, (b) restore a Permanent Solution, or (c) temporarily restore the service and operation of the System without a material loss of functionality until a Permanent Solution can be provided by Lancope in a commercially reasonable manner.

3.1.4 Lancope will use commercially reasonable efforts to respond to reported Errors in accordance with the following Response Times:

Severity Level	Standard Response Time*
1	4 hours
2	6 hours
3	8 hours

* During Customer normal business hours.

3.1.5 If Lancope determines that an Error is the result of a System defect or failure that cannot be remotely resolved, then Lancope will issue an RMA Number to Customer to return the affected Supported System. Lancope will provide return RMA shipping instructions to Customer. Customer will ship the defective System back to Lancope in the original or equivalent packaging, using the RMA Number provided by Lancope. Lancope will ship a replacement System on a next business day exchange basis for the affected Supported System. Replacement Systems may be new, equivalent to new or refurbished and will be in good working order and at least functionally equivalent to the System being replaced. Customer acknowledges and agrees that Customer is responsible for paying Lancope the then-current charges for such replacement System if Customer does not return the replaced units and parts to Lancope within thirty (30) days after the delivery of the replacement System(s).

4. Limitations & Exclusions. Lancope will only provide Support Services for the Current Version and the Prior Version. Lancope will not provide Support Services for Supported System(s) to address problems arising from: (a) use of a Supported System in a manner not described in the Documentation or otherwise not in the ordinary course; (b) the use of third party software, firmware or data, or from the use of hardware, software or firmware not meeting Lancope's minimum recommended configuration; or (c) use of a Supported System other than in the recommended operating environment. Lancope has no obligation to provide Support Services for Supported Systems that have (i) been modified by Customer, a third party on behalf of Customer or otherwise modified and not approved by Lancope in writing or (ii) reached End of Life (as defined under Cisco's End of Life Policy at

<http://www.cisco.com/c/en/us/products/eos-eol-policy.html> (the "EOL Policy")), except as may be set forth in the EOL Policy.

5. Conditions for Providing Maintenance and Support. Lancope's obligation to provide Support Services with respect to any reported Error is conditioned upon Customer: (a) using reasonable efforts to solve such Error after consulting with Lancope; (b) providing Lancope with sufficient information, access and resources to correct the Error; (c) promptly installing all applicable Major Releases, Minor Releases and Updates; and (d) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Supported System.

6. Customer Responsibilities.

6.1 Generally. Customer shall: (a) use the Supported System only with the network configurations included with the applicable Order; (b) install and operate a supported release version of the Software made available by Lancope; (c) designate and provide Lancope with a liaison coordinator and alternate coordinator, which persons will be the sole persons authorized to communicate directly with Lancope for Support Services; (d) not permit persons other than authorized representatives of Lancope to perform Support Services, adjustment, repairs or modifications to any Supported System without the prior written consent of Lancope; and (e) assist Lancope in providing a remote access connection via VPN or suitable alternative to the Supported System at Customer's facilities, as necessary.

6.2 Use of Telephone Support. For all Support Services requested from Lancope, a Customer representative, knowledgeable about the Error, shall provide the following information to Lancope's call center service: (a) a reasonably detailed description of the Error and, if possible, its isolation to a particular component of the Supported System; (b) a description of any efforts by Customer to resolve the Error, including a determination that there are no available Updates that correct the Error; and (c) Customer identification information, including (i) caller name, location, company and Customer ID Number, (ii) call-back telephone number, (iii) Supported System location, type, and serial number, and (iv) calling party's alternate contact.

7. Term. Lancope will provide the Support Services during the Initial Term and any Renewal Term provided that Customer has paid all applicable Support Fees. Lancope or its Approved Source, as applicable, will send Customer an invoice/quote to renew Support Services prior to the end of the then-current term. Customer or Lancope may provide the other party written notice of non-renewal at least thirty (30) days prior to the expiration date of the Initial Term or the then-current Renewal Term, as applicable. If Customer has multiple Supported Systems, Lancope reserves the right to change the length of a particular term of Support Services for some Supported Systems, and prorate Support Fees as necessary, so that the terms for Support Services for all Supported Systems start and end on

the same date. Lancope may terminate or suspend the Support Services, without notice to Customer, in the event Customer fails to promptly pay for the Support Services.

- 8. Reinstatement Fees.** In the event that the Support Services lapse or are not procured at the time at the time System is purchased and licensed to Customer, a reinstatement fee shall apply to the Support Services and such fee shall include all cumulative fees that would have been payable had Support Services been procured continuously from the initial delivery of the Software (less any Support Fees already paid), subject to Lancope's policies in effect when Support Services are ordered. If Customer discontinues Support Services and later wishes to reinstate Support Services, then Customer must, at its sole cost and expense, (a) license and install the most current release version available of the Software, (b) purchase any necessary hardware and equipment to support the most current release version of Software and Minimum Equipment Configuration, and (c) perform any Data conversion or other additional services as may be required to implement such versions before Lancope reinstates the Support Services.
- 9. Assignment; Delegation of Duties.** Lancope shall have the right, in its sole discretion, to (a) assign this Agreement to Cisco Systems, Inc. or one of its designated affiliates, or (b) delegate or subcontract its obligations to provide the Support Services hereunder to Cisco Systems, Inc. or one of its affiliates. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.
- 10. Exclusion of Damages.** IN NO EVENT WILL LANCOPE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR COVER DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS), WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
- 11. Customer Suggestions.** Any suggested changes, clarifications, additions, modifications or improvements to a Supported System that Customer provides to Lancope (collectively, "**Improvements**") will constitute an assignment to Lancope (without charge) of all right, title and interest in such Improvements. Lancope has the right, but not the obligation, to incorporate Improvements into Supported Systems as it deems necessary in its sole discretion. Lancope (or its designated affiliate(s)) will be the exclusive owner of the Improvements, including all intellectual property rights related thereto.
