

COALFIRE TECHNICAL SUPPORT TERMS AND CONDITIONS

If You have purchased Software from Coalfire, these Technical Support terms (“Support Terms”) apply to that Software. If the Technical Support is provided to You by a selected Coalfire partner, this document does not apply to your purchase and receipt of Technical Support.

STANDARD TECHNICAL SUPPORT

Severity Level	Response Target	Update Target
Severity 1: A problem has occurred where no workaround is immediately available in one of the following situations: (i) Your production server or other mission critical system is down or has had a substantial loss of service; or (ii) a substantial portion of Your mission critical data is at a significant risk of loss or corruption.	8 Hours	Every 48 Hours
Severity 2: A problem has occurred where a major functionality is severely impaired. Your operations can continue in a restricted fashion, however long-term productivity might be adversely affected.	2 Days	Every 4 Days
Severity 3: A problem has occurred with a limited adverse effect on Your business operations.	4 Days	1 time / Week

ENHANCED TECHNICAL SUPPORT

Severity Level	Response Target	Update Target
Severity 1: A problem has occurred where no workaround is immediately available in one of the following situations: (i) Your production server or other mission critical system is down or has had a substantial loss of service; or (ii) a substantial portion of Your mission critical data is at a significant risk of loss or corruption.	2 Hours	2 x / Day
Severity 2: A problem has occurred where a major functionality is severely impaired. Your operations can continue in a restricted fashion, however long-term productivity might be adversely affected.	4 Hours	1 x Day
Severity 3: A problem has occurred with a limited adverse effect on Your business operations.	8 Hours	Every 3 days

1. DEFINITIONS. Capitalized terms shall have the meanings defined below. Capitalized terms not defined in this Agreement will have the meaning defined in the agreement under which You are authorized to use the Software.

“**Case**” means a reported Problem that is logged in Coalfire’s global case tracking system and assigned a case identification number.

“**Customer Support Portal**” means that portion of Coalfire’s website URL where You may access Documentation, downloads, active tracking of Cases and other information available to You as part of Technical Support.

“Designated Contact(s)” means Your support personnel that You designate and register with Coalfire who work with Coalfire for delivery of the Technical Support.

“Documentation” means the user documentation, user manual, and release notes provided for the Software. Documentation may be delivered in a text file, printed form, or published on a product Internet page.

“Maintenance” means any Maintenance option that You have purchased for the Software or as included in a Subscription License. The Maintenance option defined on the applicable Order Confirmation determines Your entitlement to Technical Support.

“Normal Business Hours” means Monday through Friday, 8:00 am – 5:00 pm US Central Time, excluding public holidays.

“Order Confirmation” means a receipt issued by Coalfire confirming the Maintenance option You have acquired.

“Problem” means an error or a failure of a Software to conform to the Documentation or other authorized Coalfire published specifications.

“Resolution” covers a broad range of efforts to address a Problem. This includes, but is not limited to, any code change to the Software, or regularly scheduled Maintenance pack or Software Update to help restore substantial conformity with the applicable Documentation (e.g. a bug fix), including changes made to maintain operating system and database system compatibility; a fix developed for You to address a Problem that is specific to You that is not made generally available; a Workaround (without a code change); or a recommendation that You migrate to a more current release, or determination to address the Problem in a future release of the Software; or where Coalfire takes other actions to close a Case in accordance with its Technical Support processes.

“Software” means the Coalfire software program, in object code form, made available at the time of purchase and under Maintenance.

“Technical Support” includes, but is not limited to, any telephone, online, or knowledge base support provided to Customer by Coalfire or a Coalfire authorized partner.

“Workaround” means a temporary change to a configuration by which You can avoid a reported Problem. A Workaround may include specific modifications to address critical Problems (also referred to as hot fixes).

2. YOUR OBLIGATIONS.

2.1 Eligibility. To remain eligible for Technical Support, You must (i) have acquired current Maintenance for the applicable Software, (ii) be using a currently supported version of the Software, and (iii) install the Software in a supported configuration in accordance with the Documentation. Coalfire cannot provide Technical Support if You do not notify Coalfire of a Problem during the Maintenance term.

2.2 Designated Contacts. In accordance with the Maintenance option, You must identify Designated Contacts to serve as Your primary points of contact for all Technical Support issues, and such Designated Contacts will cooperate with Coalfire to diagnose and resolve the Problem that is the basis for the Technical Support Case. You are permitted to designate third-party consultants as Designated Contacts, provided that; You confirm their role in accordance with

Coalfire's current process, and such parties are under written obligation to comply with these Support Terms, and Customer assumes full responsibility for their actions in connection with these Support Terms.

2.3 Technical Data. You shall provide reasonable assistance to Coalfire when receiving Technical Support, which may include providing data from the Coalfire Solution, or such other information as may be reasonably required by Coalfire to provide Technical Support.

2.4 Supported Configuration. You shall operate the Software in an environment that solely consists of supported operating systems, hardware platforms, software solutions and applications, firmware levels, databases, devices, device drivers, and Coalfire custom-developed scripts, and other configuration elements, as defined in the Documentation, or that Coalfire has otherwise approved in writing, as working in conjunction with and/or supporting the Software.

2.5 Work Environment. If the Technical Support includes on-site support, You must provide to Coalfire's Technical Support personnel who perform such on-site support the following: Installed Location access; access to appropriate knowledgeable personnel; a healthy and safe working environment, including light, heat, electrical outlets and ventilation; adequate workspace; and access to telephones with outside lines; as Coalfire may reasonably determine are necessary to perform Technical Support. You will provide all necessary authorizations for remote access and maintaining sufficient equipment and technology to facilitate Coalfire's remote diagnostic capability and provision of Technical Support.

2.6 Data and Recovery. You are solely responsible for management of Your data back-up, data recovery, and disaster recovery measures. Coalfire will not be responsible or held liable for Your internal processes and procedures to ensure the protection, loss, confidentiality, or security of Your data or information. Customer will maintain an unmodified copy of all Software and all related Documentation, archival files and configuration files necessary to reinstall, reconfigure or reconstruct any lost, altered or damaged Software. Coalfire and its authorized service representatives will not be liable for any claims and liabilities relating to or arising out this section.

3. DELIVERY OF TECHNICAL SUPPORT

Support is available during Normal Business Hours to assist You with configuration of the Software features and to resolve reported problems with the Software. Once a severity level is assigned to Your submission for Support, Coalfire will make every reasonable effort to respond per the response targets defined in the table below during Business Hours. Issues originating from Your actions or requiring the actions of other service providers are beyond the control of Coalfire and as these issues are specifically excluded from these Support Terms. Response and Update targets are not commitments for resolution.

To request Technical Support, the following methods apply.

- For the Software titled ThreadFix, or successor solution, email support@threadfix.it, or log into the support portal at: <https://coalfire.atlassian.net/servicedesk/customer/portal/7>.
- For the Software-as-a-Service titled CoalfireOne, or successor solution, email cf1ss@coalfire.com.
- For all other Coalfire Software, email support@coalfire.com.

Once a severity level is assigned to Your submission for Support, Coalfire will make every reasonable effort to respond per the response targets defined in the table below. Events originating from Your actions or requiring the actions of other

service providers are beyond the control of Coalfire and as such are specifically excluded from the Support targets. The Support Response Targets are attainable during normal service operations and do not apply during Maintenance to the Service and/or supporting infrastructure as described in the Maintenance section below. Target response times pertain to the time to respond to the request, and not resolution time that it takes to close the request.

4. GENERAL SUPPORT.

4.1 Coalfire provides Technical Support to address Problems where the Software does not substantially conform to its Documentation where used in accordance with its Documentation and in a supported configuration. Coalfire reserves the right to decide how a Resolution may be delivered and in what time frame. If You report a Problem and demonstrates a non-conformance with Documentation that can be duplicated by Coalfire and that is not addressed by a Software Update, Coalfire will aim to resolve such non-conformance. Such Resolution may include a Workaround or other temporary or permanent fix. In some cases a Workaround is the final solution. Coalfire does not represent or warrant that all non-conformities of the Software will be corrected. Coalfire reserves the right to incorporate any Resolutions provided to You into future revisions of the Software, in its sole discretion.

4.2 Coalfire shall make available from time to time, at no charge to You, Documentation and other resources as Coalfire determines, as well as succeeding revisions designed to enable You to install, maintain and operate the Software, as made generally available and provided by Coalfire. You will receive access to Coalfire's knowledge base, if applicable, to enable You to perform technical self-service for commonly known Problems and fixes to correct such Problems. The knowledge base may include technical bulletins, management tools and such other information as Coalfire provides from time to time, in its sole discretion.

4.3 Coalfire is not responsible for any delay or inability to provide Technical Support due to delays You cause or which are caused by network, system or telephone line problems, or by outages, including, but not limited to, power failure or surge, unsuitable physical or operating environment, improper maintenance by You or others, or failure caused by components or technology that Coalfire did not supply, or denials of service or any events outside of Coalfire's reasonable control.

5. **SUPPORT EXCLUSIONS.** The scope of the Technical Support is expressly included in Your Maintenance option. Any other support is deemed excluded. Without limiting the foregoing, You shall not receive Technical Support:

- a. For Software not purchased through Coalfire or an authorized reseller.
- b. For Software maintained or repaired by anyone other than Coalfire personnel or Coalfire authorized representatives.
- c. For a Problem if You failed to notify Coalfire of the Problem during the Maintenance term.
- d. For any third-party products not provided by Coalfire, including but not limited to, installation, configuration and maintenance of third-party products and interoperability of Coalfire Solutions with third-party applications, or other services.
- e. To the extent Customer obtained non-Coalfire technical support through a Coalfire partner and/or separate service provider.
- f. Which in the reasonable opinion of Coalfire is necessitated because the Coalfire Solution: (i) has been subject to deliberate act, accident, neglect or misuse, modification, improper programming, power failure or surge,

unsuitable physical or operation environment or other than normal use or causes; (ii) utilizes workarounds, components or technology not provided by Coalfire; (iii) used in a configuration which does not support such Software, or in an environment that is not approved for use with the Software, or in which Coalfire has not verified that the Software will operate, or where the solution has been tested and is known not to work, or work with limited functionality; or (iv) has not been used and maintained in accordance with the Documentation.

- g. In the form of Software training, security solutions enablement, security advisory, managed security or implementation services or the like, and which are available for separate purchase; unless Coalfire deems such work to be necessary to resolve a specific Case.

6. FEEDBACK. You may provide suggestions, comments or other feedback (“Feedback”) with respect to the Software or the Technical Support delivered. Feedback, even if designated as confidential by You, shall not create any confidentiality obligations on Coalfire unless a separate written agreement is signed by the parties. You will not give Feedback that is subject to license terms that seek to require any product, technology, service or documentation incorporating or derived from such Feedback, or any intellectual property of Coalfire, to be licensed or otherwise shared with any third party. Furthermore, unless otherwise provided in a separate subsequent agreement between the parties, Coalfire shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided as it sees fit, entirely without obligation or restriction of any kind because of intellectual property rights or otherwise.

7. COALFIRE LIMITED WARRANTY AND DISCLAIMER FOR TECHNICAL SUPPORT. Coalfire warrants that all Technical Support will be performed in a manner consistent with generally accepted industry standards and in accordance with Coalfire’s published Technical Support policies and processes. If the Technical Support does not comply with this warranty and such non-compliance is reported to Coalfire within thirty (30) days of such non-compliance, then Coalfire will re-perform the Technical Support in a conforming manner at no additional cost to You.

COALFIRE’S WARRANTIES CONTAINED HEREIN RUN ONLY TO YOU AND ARE NOT EXTENDED TO ANY THIRD PARTIES. COALFIRE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSONS TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE TECHNICAL SUPPORT PROVIDED UNDER THESE SUPPORT TERMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE CUSTOMER’S EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. COALFIRE MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE TECHNICAL SUPPORT WILL MEET CUSTOMER’S REQUIREMENTS OR THAT DELIVERY OF THE TECHNICAL SUPPORT WILL BE UNINTERRUPTED OR PROBLEM-FREE. CUSTOMER MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

END OF TERMS