

## 42CRUNCH SUPPORT POLICY

This 42Crunch Support Policy (“**Support Policy**”) describes the scope of 42Crunch’ Support and Maintenance Services and the service levels for the 42Crunch Platform. The services delivered herein are subject to the Master Customer Agreement entered into between Customer and 42Crunch (or any other master agreement signed between the Parties which identifies a purchase of a subscription by Customer to the 42Crunch Solution(s)).

**Please note: This policy is only relevant to 42Crunch Customers who have purchased a subscription to the 42Crunch Solutions. This Policy is not relevant to users of the 42Crunch Solutions with free accounts, e.g. trial, beta users, or other free users of the 42Crunch Solutions.**

The Support and Maintenance Services outlined in this Support Policy are available at no additional charge with the purchase of a subscription to the relevant Solution during the relevant Subscription Term, provided that “Premium Level” services and service levels and Technical Account Management (“**TAM**”) services are only available if purchased by Customer and identified in the Order.

(1) **MAINTENANCE.** 42Crunch will provide Customer, free of charge, with access to all error corrections, bug fixes, software updates and software upgrades to the Solution that are generally released or made available during the relevant Subscription Term to all other 42Crunch customers purchasing a subscription license to the relevant Solution (“**Updates**”). For clarity, Customers will benefit from all Updates to the Platform automatically. Any Downloadable(s), which are deployed on Customer systems, shall be offered to Customer as docker container images which are freely available from DockerHub, unless another mechanism is identified by 42Crunch support personnel from time to time. Additionally, sample code and scripts and other documentation may be delivered through the Support Portal.

(2) **WEB, EMAIL, AND PHONE SUPPORT.** 42Crunch agrees to provide Customer with access to 42Crunch customer support personnel via the support channels listed below. If Customer is located in North America or South America, 42Crunch standard business hours are 8 am-5 pm EST (“Business Hours”) on Monday- Friday, except standard 42Crunch holidays (“Business Days”). If Customer is located outside of North or South America, 42Crunch standard business hours are 9am to 6 pm CET (“Business Hours”) on Monday-Friday, except standard 42Crunch holidays. Customers may contact 42Crunch support through any of the following channels:

(i) ***Self Service Support Portal***

- 42Crunch’ web-based self-service support portal available at <https://support.42crunch.com> (hereinafter “Support Portal”) gives 42Crunch customers access to a support ticket system allowing customers to submit cases and requests for support online, update existing Support Tickets and track status of Support Tickets 24 x 7 x 365.

(ii) ***Email***

- 42Crunch’ technical support staff may be contacted via [Support@42crunch.com](mailto:Support@42crunch.com) during Business Hours on Business Days’, provided that email may not be used to log a support case (updates to email address may be made available via the support portal from time to time)

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(iii) ***Telephone Support.***

- 42Crunch’ technical support staff may be contacted if you have purchased Premium Support only during Business Hours on Business Days’, provided that phone calls may not be used to log a support case (updates to phone numbers may be made available via the support portal from time to time).

(3) **TECHNICAL ACCOUNT MANAGER:** If Customer has purchased Technical Account Manager (“**TAM**”) services, then Customer shall be entitled to a dedicated Technical Account Manager whom will act as a direct point of contact and escalation contact for the Customer for Customer’s support issues.

(4) **LOGGING A SUPPORT CASE; SUPPORT TICKETS.** Customer may log, document and report any suspected errors or malfunctions of the Solution to 42Crunch via 42Crunch’ self-service support portal using 42Crunch’ case tracking system available at the Support Portal accessible at <https://support.42crunch.com>. As part of initiating the self-service support request via the support portal, Customer may designate a proposed severity level for the issue being reported. 42Crunch will acknowledge the reported issue with a support ticket (“**Support Ticket**”) and make commercially reasonable efforts to assign appropriate resources to resolve any Confirmed Error. Response times are as specified in the response expectation table below. 42Crunch will provide Customer with a Support Ticket identifier that Customer may use to track the status of any Confirmed Error (defined herein) in the Solution and/or Hosted Services. The Support Ticket will remain open until confirmation is received that Customer is satisfied with the resolution or until a resolution is provided, whichever is earlier. Note: if confirmation is not received within three (3) business days of 42Crunch’ last communication, the issue will be considered resolved. A “**Confirmed Error**” is defined as any failure of the Solution (or any component thereof) to meet 42Crunch’ specifications for the Solution (or relevant component) outlined in the relevant Documentation. Customer shall work with 42Crunch and provide a reasonable description of the problem or error to 42Crunch’ support team so that 42Crunch may classify

the error accordingly.

**(5) CUSTOMER OBLIGATIONS; DESIGNATED SUPPORT CONTACTS.** When logging a support case, Customer shall provide all reasonably requested information available to it to help 42Crunch identify and resolve the issue, including the identity of the specific environment and service (e.g. security audit, scan, protection, etc.) affected, and Customer shall reasonably cooperate with 42Crunch’ technical support staff to provide the assistance needed to identify, classify and resolve the support issue and respond promptly to outreach from 42Crunch’s support team to provide any additional necessary information. Customer shall appoint up to five (5) individuals (or such other number identified in the relevant Order) who are knowledgeable in the operation of the Solution to serve as the designated Customer contacts with 42Crunch for support communications (“**Designated Support Contacts**”). Designated support contacts can be added by request from an authorized administrator to support@42crunch.com. All support requests made by Customer shall be initiated and communicated through the Designated Support Contacts. Customer may change its Designated Support Contacts from time to time as reasonably needed to accommodate staffing changes, etc. Customer may not share login passwords or other benefits of 42Crunch’ Support and Maintenance Services with any other persons, nor use Updates furnished to Customer hereunder for any other product or on behalf of any third party.

**(6) CLASSIFICATIONS OF ERRORS; SERVICE LEVELS.** 42Crunch’ technical support offering includes the following service levels and response times which are dependent on the classification of the severity of the issues raised. The ultimate classification of the Confirmed Error will be determined by 42Crunch based on various factors, including input obtained from the Customer.

| Severity Level | Description   | Standard Support Service Levels |                        | Premium Support Service Levels |                        |
|----------------|---|---------------------------------|------------------------|--------------------------------|------------------------|
|                |   | <u>Response Times</u>           | <u>Updates</u>         | <u>Response Times</u>          | <u>Updates</u>         |
| P1<br>Urgent   | <p>Urgent - Critical impact on Customer API(s) functionality and Customer business.</p> <ul style="list-style-type: none"> <li>● Solution as deployed in a production environment prevents Customer API functionality due to a critical Confirmed Error.</li> <li>● For example, the Customer has a substantial loss of service and the communication to the API protected by the 42Crunch Firewall Solution is completely blocked or interrupted or not reachable for the API client and the Customer operations are severely disrupted due to a critical Confirmed Error.</li> </ul>  | 2 Business Hours                | Every 4 Business Hours | 1 Business Hour                | Every 2 Business Hours |
| P2<br>High     | <ul style="list-style-type: none"> <li>● High- Serious impact.</li> <li>● Solution as deployed in a production environment is completely unavailable and/or Authorized Users cannot access or use the user interface of the Platform to deploy the features or functionality of the Platform due to a critical Confirmed Error.</li> <li>● Customer API functionality in production environment is severely degraded due to a critical Confirmed Error with a serious impact on Customer business.</li> <li>● Solution as deployed in a production environment is experiencing a significant loss or an entire loss of functionality of a primary feature of the Solution due to a Confirmed Error with a serious impact on Customer business.</li> </ul> | 4 Business Hours                | Every Business Day     | 2 Business Hours               | Every 4 Business Hours |

|              |  |                 |  |                  |  |
|--------------|--|-----------------|--|------------------|--|
| P3<br>Normal | <ul style="list-style-type: none"> <li>● Normal- Minor impact.</li> <li>● Partial loss of functionality of non-significant feature of the Solution in a production environment due to a Confirmed Error with minor impact to Customer business.</li> <li>● Partial loss of functionality in non-production environment with imminent deployment milestones at risk due to a Confirmed Error..</li> </ul> | 1 Business Day  | Every 4 Business Days                    | 4 Business Hours | Every Business Day                       |
| P4<br>Low    | <ul style="list-style-type: none"> <li>● Low</li> <li>● All other loss of functionality due to a Confirmed Error experienced in Customer’s non-production environment.</li> <li>● Minor cosmetic issues with user interface.</li> <li>● General questions involving Solution functionality.</li> <li>● Feature requests.</li> </ul>  | 5 Business Days | N/A or as deemed appropriate by 42Crunch | 1 Business Day   | N/A or as deemed appropriate by 42Crunch |

**(6) LIMITATIONS/EXCLUSIONS.** Notwithstanding any of the forgoing, the following limitations apply with respect to 42Crunch’ obligations in this Support and Maintenance Policy. 42Crunch is only responsible to provide Customer Designated Support Contacts with the Support and Maintenance Services described herein. The service levels described herein apply only to Confirmed Errors found in production uses of the Solution. 42Crunch shall not be responsible for any errors in Solution that cannot be reproduced by 42Crunch on unmodified versions of Solution. 42Crunch shall not be responsible for errors found in or caused by: (a) third party software, firmware, hardware not supplied by 42Crunch, or for information or memory data contained in or stored on third party products or services, or (b) for integrations or linkages or technical interfaces with third-party data providers that are not in 42Crunch control, or (c) changes to internal client security policies that adversely affect the Solution, or (d) browser or operating system changes outside of 42Crunch control; or (e) any non-conformance caused by unauthorized, misuse of the Solution(s), or (f) use of the Solution(s) not in accordance with the Documentation, or in violation of the Agreement, or use other than for the specific purpose for which the Solution(s) was designed, or (g) failures due to Customer, Customer Affiliates or Customer’s Authorized Users, Customer’s customers or their respective network, connections, infrastructure, equipment or hardware, or (h) use of Solution on unsupported platform, software, equipment, hardware, or devices or (i) modifications or alterations to the Solution not provided by 42Crunch or its agents, or (j) Customer’s use of unsupported prior versions of the Solution. For clarity, 42Crunch’ support obligations stated herein shall apply only to the current versions of the SaaS components of the Solution and to any Downloadable released in the past twelve (12) months. Additionally, support does not include on-site support, training, implementation or any other consulting services which may be separately purchased under a statement of work.

**(8) OBLIGATIONS WITH RESPECT TO OPEN SOURCE DELIVERED TOGETHER WITH THE SOLUTION.** With respect to any Third Party Open Source delivered to Customer together with the Solution and any errors identified by 42Crunch or Customer with respect to such Third Party Open Source which are not caused by Confirmed Errors in the Solution, 42Crunch agrees to use reasonable commercial efforts to: (a) identify the source of the error and (b) work with Customer (and where practical the Third Party Open Source licensor) to find a mutually agreeable resolution. As part of such efforts, 42Crunch may (i) submit a fix to the Third Party Open Source licensor for consideration, (ii) provide a work around or circumvention that solves the issues being experienced with such Third Party Open Source; (iii) suggest use of older or different versions of the Third Party Open Source that do not cause the error; and/or (iv) explore other replacement Third Party Open Source or technology to replace the non-functioning Third Party Open Source; or (v) resolve the issue with Customer in some other manner that is mutually agreed by the parties.

**(9) CHANGES:** 42Crunch may make changes to this policy with thirty (30) days’ notice to Customer (via the support portal or otherwise), provided such change is in connection with a standard change made to its then-current standard support and maintenance terms and there is no material degradation of the support offering.

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