

This document sets forth the terms and conditions for Support and Maintenance Services for Software covered by the End User's purchase of the Support and Maintenance Services and summarizes the allocation of Support and Maintenance Services tasks between AppLogic Networks and AppLogic Networks authorized Reseller (the "**Support Plan**").

1. **DEFINITIONS**

"Affiliate" means, with respect to an entity, any other person or entity that now or in the future, directly or indirectly Controls, is Controlled with or by or is under common Control with a party. For purposes of the foregoing, "Control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise).

"Agreement" means the terms and conditions of the applicable agreement between AppLogic Networks and AppLogic Networks authorized Reseller.

"AppLogic Networks" means the AppLogic Networks entity named on the AppLogic Networks quotation, which will be either AppLogic Networks OpCo I LLC or AppLogic Networks OpCo II LLC or an Affiliate of AppLogic Networks OpCo I LLC or AppLogic Networks OpCo II LLC.

"AppLogic Networks authorized Reseller" means a distributor who has entered into a distribution agreement or a reseller who has entered into a reseller agreement with AppLogic Networks (each an Agreement as defined herein) and pursuant to which is duly authorized to distribute and/or resell the AppLogic Networks products and services, and provide the Support and Maintenance Services to End Users in a specified territory. An AppLogic Networks authorized Reseller who is a distributor may provide the Support and Maintenance Services to End Users in a specified territory either directly or via a reseller.

"Business Day" means a weekday between Monday and Friday but shall not include a day designated as a holiday at the location of the applicable AppLogic Networks or Affiliate offices, including provincial holidays in Ontario, state holidays in California, Delaware and Texas and/or national holidays in Canada and the United States of America.

"Custom Software Module" means a non-standard Software module, which may include a customized or bespoke Software module (or which may include the customization or modification of a Standard Software Module) to achieve certain desired functionality in an End User's network that is not made generally available by AppLogic Networks to its customers.

"Documentation" means all instructions, manuals, Training Materials, and technical literature, including revisions thereto, for the use and maintenance of the Software as provided by AppLogic Networks under this Support Plan, the applicable End User Support Terms or the Agreement or otherwise generally provided by AppLogic Networks to end users in connection with the Software. Documentation excludes Third Party Items.

"End User" means the customer entity who has purchased Support and Maintenance Services for certain Software through an AppLogic Networks authorized Reseller.

"End User License Agreement" means the terms and conditions applicable to the Software as specified at: www.applogicnetworks.com/legal.

“End User Support Terms” means AppLogic Networks then-current terms and conditions which can be found at: www.applogicnetworks.com/legal and applicable to the Support and Maintenance Services specified in AppLogic Networks quotation.

“General Availability” means the date a version of Software was first made available to be licensed by AppLogic Networks customers.

“List” means a list or feed which may be made available by AppLogic Networks but which originates from a third party.

“LTS Release” means a long-term support (“LTS”) release of Software which will be eligible for Support and Maintenance Services for two (2) years from General Availability and will be supported by AppLogic Networks during this two (2) year period unless published otherwise by AppLogic Networks on the Portal from the Documentation Library where AppLogic Networks most current AppLogic Networks Product Lifecycle – Software End of Life Record information is documented.

“Maintenance Release” is an interim Release version of any Software. Maintenance Releases will contain defect fixes only. A Maintenance Release will supersede the prior Maintenance Releases. For example, 22.20.05 will supersede 22.20.02.

“Portal” means AppLogic Networks support portal located at: <https://community.applogicnetworks.com>. The location, availability and functionality of the Portal is subject to change from time to time at AppLogic Networks sole discretion. The Portal may include: (a) access to Software Releases, Documentation, knowledge-base articles and order tracking information; (b) the ability to enter support tickets; (c) notifications and information updates from AppLogic Networks; and (d) the ability to request training and access. Use of the Portal by persons representing End User may be conditional upon each representative creating a user account and accepting AppLogic Networks then applicable terms of use for the Portal.

“Purchase Order” means a written order issued by the AppLogic Networks authorized Reseller to AppLogic Networks for Software and/or Support and Maintenance Services, but excluding any pre-printed or standard form purchase order terms and conditions of the AppLogic Networks authorized Reseller and/or the End User.

“Release” means a commercially available version of Software.

“Responsibility Matrix” means the matrix located at Schedule B to this Support Plan setting out the Support and Maintenance Services tasks of AppLogic Networks and the AppLogic Networks authorized Reseller.

“Signature Update” means a signature update that is designed to identify Internet traffic and which is made available by AppLogic Networks.

“Software” means the AppLogic Networks proprietary software including server software, client software, Software Modules and Cloud Software. Software includes updates and upgrades if any are provided to End User by AppLogic Networks. No source code shall be provided hereunder. Software excludes any Third Party Items and, for the purpose of the Support and Maintenance Services, excludes Custom Software Modules.

“**Standard Software Module**” means a standard software module as may be made generally available by AppLogic Networks from time to time to AppLogic Networks customers but, for the purposes of the Support and Maintenance Services, not including any professional services provided by AppLogic Networks.

“**Support and Maintenance Services**” means the support and maintenance services described in Section 2 of this Support Plan and the applicable End User Support Terms. Pursuant to this Support Plan, parts of the Support and Maintenance Services will be performed by AppLogic Networks and the AppLogic Networks authorized Reseller, respectively.

“**Supported Release**” means an AppLogic Networks Software version that, according to AppLogic Networks end of life policy, has not reached end of life status or been made obsolete by the General Availability of a software product.

“**Third Party Items**” means End User, supplier, licensor or another third party: (i) software or software applications including, without limitation, commercially licensed software and open source software, (ii) content of any type including, without limitation, databases or lists, (iii) services of any type including, without limitation, hyperscalers, artificial intelligence models and/or processing services, large language models, software as a service, cloud software solutions, internet connectivity, systems, airtime services, wireless networks and non-AppLogic Networks websites, and (iv) devices, network elements, servers, equipment, disk space, memory, central processing units, and other hardware products. Third Party Items includes, without limitation, items obtained by the End User or anyone acting on behalf of the End User from an original equipment manufacturer (“**OEM**”) or from a distributor thereof, or from a AppLogic Networks-authorized reseller, or from any other third party.

2. **SUPPORT AND MAINTENANCE SERVICES**

Subject to AppLogic Networks receipt of payment of the applicable support and maintenance fees, AppLogic Networks and AppLogic Networks authorized Reseller shall provide the following support and maintenance services to the End User on the terms as set out herein and in accordance with Schedule A for Software (the “**Support and Maintenance Services**”) during the period indicated on the applicable AppLogic Networks quotation or set out in the relevant Agreement between the parties (unless stated otherwise, Support and Maintenance Services commence on the date of delivery of the applicable Software to the earlier of: an AppLogic Networks-authorized reseller, or the End User).

AppLogic Networks and AppLogic Networks authorized Reseller shall each be responsible for the Support and Maintenance Services tasks as indicated in the Responsibility Matrix located at Schedule B to this Support Plan.

To permit AppLogic Networks and AppLogic Networks authorized Reseller to provide the Support and Maintenance Services described herein, AppLogic Networks authorized Reseller shall, on a best efforts basis, require the End User to provide AppLogic Networks and AppLogic Networks authorized Reseller with remote, encrypted, secure access to the End User’s installed Software as determined by AppLogic Networks, AppLogic Networks authorized Reseller and the End User acting reasonably.

AppLogic Networks and AppLogic Networks authorized Reseller will use reasonable efforts to provide the following Support and Maintenance Services to the End User for the Software covered by the End User’s purchase of the Support and Maintenance Services:

- (a) Email, web, and telephonic support will be available twenty-four (24) hours a day, seven (7) days a week to assist End User with general information regarding the configuration, installation, and use of the Software.
- (b) Web-based support services may include incident tracking, technical bulletins, flash alerts, white papers, and a diagnosis and problem resolution database. AppLogic Networks reserves the right to modify the web-based services, from time to time, with or without notice.
- (c) On-site support by AppLogic Networks may be provided at the sole discretion of AppLogic Networks to mitigate and resolve Severity 1 – Critical situations that cannot be resolved by AppLogic Networks or AppLogic Networks authorized Reseller remotely. AppLogic Networks reserves the right to charge the AppLogic Networks authorized Reseller and/or the End User for on-site support fees (including, without limitation, all related travel expenses) if the problem is determined not to be as a result of a defect in the Software, or is not repeatable on-site.
- (d) When End Users have technical issues involving Software and a third party vendor, the AppLogic Networks authorized Reseller will be the single point of contact for the End User and the AppLogic Networks authorized Reseller will collaborate with AppLogic Networks and the third party vendors to investigate the support request. The End User must have a valid contract with the applicable third party vendor and AppLogic Networks and/or AppLogic Networks authorized Reseller will seek support from the third party vendor as permitted by End User's agreement with the applicable third party vendor.
- (e) AppLogic Networks and/or AppLogic Networks authorized Reseller will record and track reported issues regarding the Software in a manner consistent with AppLogic Networks then-current practices.
- (f) AppLogic Networks will provide an email address that will allow AppLogic Networks authorized Reseller to create a case with AppLogic Networks by submitting an email using that email address. Each case shall be assigned a number for tracking and resolution purposes.

If Support and Maintenance Services are reinstated for an End User in respect of Software after a period of non-enrollment (which is not applicable for Subscription Software), all of the arrears of support and maintenance fees for the period of non-coverage through to the end of the reinstatement period shall be required to be paid to AppLogic Networks.

Notwithstanding the foregoing, in the event of any conflict arising between this Support Plan and the terms and conditions inserted into an AppLogic Networks Quotation by AppLogic Networks or an AppLogic Networks Affiliate, the terms and conditions inserted into the AppLogic Networks quotation by AppLogic Networks or the AppLogic Networks Affiliate shall prevail to the extent of the inconsistency.

SUPPORT TIERS

Tier-1 Support – (provided by the AppLogic Networks authorized Reseller)

- First technical support tier
- Submits and escalates issues to next tier as required

Tier-2 Support – (provided by AppLogic Networks to the AppLogic Networks authorized Reseller)

- Second technical support tier
- Escalated support
- Opens bugs with AppLogic Networks engineering organization

Tier-3 Support – (provided by AppLogic Networks to the AppLogic Networks authorized Reseller)

- AppLogic Networks engineering organization

4. PORTAL AND OTHER APPLIC NETWORKS SUPPORT CONTACTS

4.1 Portal. The AppLogic Networks authorized Reseller will receive access to the Portal for access to Software Releases, Documentation, and order tracking. The AppLogic Networks authorized Reseller shall be responsible for providing AppLogic Networks accurate and up-to-date information concerning the AppLogic Networks authorized Reseller’s employees who are granted access to the Portal and for managing removal of employees when access is no longer appropriate due to change in role, change in employment, etc. The AppLogic Networks authorized Reseller may provide necessary technical information and Software Releases to its End Users but shall not maintain Software Releases or Documentation on their own website without prior written approval from AppLogic Networks. The AppLogic Networks authorized Reseller shall not permit End Users to access the Portal without prior written approval from AppLogic Networks. At no time will the AppLogic Networks authorized Reseller distribute any Software Release to an End User who is not then enrolled with AppLogic Networks for Support and Maintenance Services.

4.2 Contacts. The AppLogic Networks authorized Reseller will notify AppLogic Networks of its points of contact for any of the AppLogic Networks support herein. AppLogic Networks will use reasonable efforts to provide support for Software via the web, email, and telephone. Email, web, and telephonic support will be available twenty-four (24) hours a day, seven (7) days a week to assist the AppLogic Networks authorized Reseller with general information regarding the configuration, installation, and use of the Software.

Web: <https://community.applogicnetworks.com>
 Phone Number: +1 519 880 2255
 Toll Free: 1 866 343 2720 (North America Only)

5. SEVERITY DEFINITIONS

Severity	Definitions
Severity 1 - Critical	Total or substantial subscriber or End User critical business impact due to Software functionality being inoperative.
Severity 2 - Major	A high subscriber or End User major business impact due to Software functionality being degraded.
Severity 3 - Minor	A low subscriber or End User minor business impact due to Software performance degradation.
Severity 4 - Low	No business impact. The issue consists of "how-to" questions including issues related to one or multiple modules, installation, and configuration inquiries and/or documentation questions.
Proactive	End User is doing work on Software and should alert AppLogic Networks of the activity at minimum 48 hours prior with a method of procedure included. This is so that AppLogic Networks has time to review and understand the changes in the event that the End User runs into any issues and would

	require support.
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6. **SERVICES WARRANTY**

AppLogic Networks and AppLogic Networks authorized Reseller each warrant that the Support and Maintenance Services that they provide as described herein shall be provided in a competent and professional manner.

7. **DISCLAIMER OF OTHER WARRANTIES**

EXCEPT FOR THE WARRANTIES CONTAINED IN THE AGREEMENT AND IN THIS SUPPORT PLAN, APPLOGIC NETWORKS DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS IN RESPECT OF THE SUPPORT AND MAINTENANCE SERVICES PROVIDED HEREIN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

If AppLogic Networks, or anyone acting on behalf of AppLogic Networks, provides any comments, statements and/or recommendations directly or indirectly to an End User or an AppLogic Networks-authorized reseller regarding the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items that an End User should consider purchasing and/or using, such comments, statements and/or recommendations are provided for convenience only and are merely suggestions and shall not be considered as a warranty or guarantee provided by or on behalf of AppLogic Networks. Notwithstanding anything to the contrary in this agreement or in any other agreement, or that any such comments, statements and/or recommendations are provided in any other document, purchase order or quotation, such comments, statements and/or recommendations by AppLogic Networks shall not, at any time: (i) constitute advice, or a recommendation, warranty or guarantee, by or on behalf of AppLogic Networks that the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items will satisfy any of the End User's specifications, unique requirements and/or circumstances including, without limitation, with respect to the End User's budget, functional requirements, use case, policy customization, capacity requirements, compatibility requirements, subscriber base volume, subscriber demographics, data usage, data volumes, network infrastructure and network design ("**Circumstances**") at any point in time; or (ii) obligate AppLogic Networks to provide any compensation to the End User or anyone else including, without limitation: (a) providing additional or alternative hardware, software, products, services, bandwidth and/or other items to or for the End User, the AppLogic Networks-authorized reseller or anyone else at AppLogic Networks cost; or (b) paying any amount to or for the End User, the AppLogic Networks-authorized reseller or anyone else in relation to any hardware, software, products, services, bandwidth and/or other items purchased or used by the End User whether based on AppLogic Networks comments, suggestions and/or recommendations or otherwise. AppLogic Networks shall have no responsibility or liability for any statements, comments and/or recommendations made by anyone else whether purportedly by or on behalf of AppLogic Networks or otherwise.

8. **TERMINATION.**

8.1 Termination of Support and Maintenance Services. AppLogic Networks may terminate the Support and Maintenance Services, in whole or part, if:

- (a) The AppLogic Networks authorized Reseller or an End User breaches any material term of this Support Plan or the Agreement and fails to remedy such breach within thirty (30) days of receiving notice to do so from AppLogic Networks;
 - (b) AppLogic Networks provides at least thirty (30) days notice of its intention not to renew the Support and Maintenance Services prior to the annual renewal date for such services;
 - (c) Any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the AppLogic Networks authorized Reseller, an End User, or either of their property, and the same is not dismissed within thirty (30) days; or
 - (d) The AppLogic Networks authorized Reseller, or an End User, makes any assignment for the benefit of its creditors, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise.
- 8.2 Termination of End User Agreements. Without any liability to AppLogic Networks, AppLogic Networks may, at AppLogic Networks sole discretion, terminate an End User License Agreement, End User Support Terms or another agreement pursuant to which AppLogic Networks directly or indirectly provides an End User with any assistance, support, maintenance, upgrades or updates to any Software, or any part thereof, if the End User fails to: (a) pay all fees for the Software and services; or (b) comply with any part of the End User License Agreement (including but not limited to: (i) the license conditions; and (ii) requirements to comply with laws, export controls, government restrictions, and Supplier's code of conduct, in the End User License Agreement) or the End User Support Terms.

SCHEDULE A**DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES – SOFTWARE**

1. SOFTWARE SUPPORT EXCLUSIONS.
 - 1.1 The Support and Maintenance Services shall only apply in the case of any defect, error or problem with Software as delivered by AppLogic Networks and shall not apply to any defect, error or problem arising from:
 - (a) Installation, modifications, configurations, or maintenance to the Software by anyone other than qualified software engineers of AppLogic Networks or AppLogic Networks authorized Reseller.
 - (b) Installation, operation or use of the Software: (a) not in accordance with the Documentation, recommendations and instructions provided by AppLogic Networks for the Software (including without limitation any hardware, infrastructure and networking recommendations); (b) in an application or operating environment not specified by AppLogic Networks; (c) that is not a currently Supported Release; or (d) for purposes it is not designed to be used for by AppLogic Networks.
 - (c) Failure to apply Software updates or upgrades provided by AppLogic Networks or AppLogic Networks authorized Reseller.
 - (d) End User's negligence, error or omission, or abuse.
 - (e) Third Party Items, Custom Software Modules or any professional services provided by AppLogic Networks or AppLogic Networks authorized Reseller.
 - 1.2 Support and Maintenance Services do not include: (i) custom programming services; (ii) training; (iii) hardware and related supplies; (iv) any support services provided at the End User's site; or (v) any support for hardware, other software, third party tools, operating systems, and products.
 - 1.3 AppLogic Networks is not responsible for any performance issues caused by:
 - (a) the End User operating insufficient AppLogic Networks products or services, or Third Party Items;
 - (b) the End User operating with non-carrier-grade network infrastructure and/or cloud/virtual platforms;
 - (c) insufficient End User information security protocols; or
 - (d) any failure by End User to update or upgrade any of the foregoing items, or due to changes in the End User's traffic parameters or application mixes.
 - 1.4 For clarity, AppLogic Networks is under no obligation to investigate any issues that AppLogic Networks considers are:
 - (a) not being caused by AppLogic Networks Software; or
 - (b) being caused by the End User's hardware, infrastructure or networking or another vendor of the End User; or
 - (c) goods or services provided by AppLogic Networks authorized Reseller independently from this Support Plan or the Agreement.

If End User requests AppLogic Networks to investigate such issues and AppLogic Networks determines that the issues are not being caused by AppLogic Networks Software and are being caused by the End User's hardware, infrastructure or networking or another vendor of the End User then AppLogic Networks reserves the right to invoice the AppLogic Networks authorized Reseller or the End User on a time and materials basis at AppLogic Networks then-current standard rates for such investigation.

2. **SOFTWARE SUPPORT TARGET TIMES.** The response targets in the table below are for Supported Releases covered by the End User's purchase of the Support and Maintenance Services only. Support on unsupported Releases will be limited to reasonable efforts.

AppLogic Networks and AppLogic Networks authorized Reseller shall perform its obligations detailed in this Support Plan in an expedient manner to minimize End User dissatisfaction due to delays in response and/or resolution to support and maintenance requests.

The AppLogic Networks authorized Reseller acknowledges that pricing from AppLogic Networks and performance of AppLogic Networks responsibilities in the Support Plan is dependent on the AppLogic Networks authorized Reseller's timely performance of its responsibilities. If the AppLogic Networks authorized Reseller fails to perform its responsibilities in a timely manner, AppLogic Networks may elect to (but shall not be obligated to) perform the AppLogic Networks authorized Reseller's responsibilities and invoice the AppLogic Networks authorized Reseller at AppLogic Networks then current professional service rates on a time and materials basis.

Service Type	Severity 1	Severity 2	Severity 3	Severity 4
<u>First Response</u> Time for AppLogic Networks engineer to pick-up and start working case.	30 mins	30 mins	30 mins	30 mins
<u>Restore</u> The Software is restored to being operative, or there is a work around or a patch for the issue.	4 hours	12 hours	N/A	N/A
<u>Resolve</u> The situation is resolved or a Supported Release is provided that resolves the issue.	90 days	90 days	90 days	90 days

Notes:

- AppLogic Networks and AppLogic Networks authorized Reseller will continuously work with End User in a Severity 1 – Critical situation until a work around or a patch for the issue is provided or AppLogic Networks clears the problem. For Severity 1 – Critical issues: A Root Cause Analysis (RCA) document will be created upon request only once the cause has been identified and then AppLogic Networks has five (5) Business Days to provide the completed RCA document. If a report is required prior to the RCA due to the cause not yet determined by AppLogic Networks, then an Incident Report can be created from the time of that request and

- provided in three (3) Business Days.
 - If the 12-hour restore period is extended in a Severity 2 – Major situation, AppLogic Networks and AppLogic Networks authorized Reseller will use reasonable efforts to work with End User until a work around or a patch for the issue is provided or AppLogic Networks or AppLogic Networks authorized Reseller clears the problem.
 - Subject to Note 4 below, AppLogic Networks typically releases an updated Supported Release that resolves the Software issue within ninety (90) days of a Severity 1, 2, 3, or 4 issue.
 - AppLogic Networks has no obligation to correct any issue in any version of the Supported Release that has been modified by an AppLogic Networks authorized Reseller, End User or any third party, or to correct defects or errors in the Software that only minimally reduce the efficiency, operation, or ease of use of the Software.
3. **SOFTWARE END OF LIFE.** Once two (2) years passes from the General Availability of a Supported Release of the Software, the Supported Release will automatically be end of life software, unless published otherwise by AppLogic Networks on the Portal which includes the most current AppLogic Networks Product Lifecycle – Software End of Life Record information located in the documentation library section of the Portal.

Notwithstanding any Support and Maintenance Services agreements that may be in place, and provided that the End User has purchased Support and Maintenance Services for the Software for the continuous period from its acquisition of the first license to the Software through to the date of discontinuation, AppLogic Networks and AppLogic Networks authorized Reseller will continue to make available Support and Maintenance Services in respect of a discontinued Supported Release of Software for a period of two (2) years from the date of General Availability and thereafter AppLogic Networks only Support and Maintenance Services obligations on end of life Software is to provide reasonable efforts on Severity 1 – Critical system restoration issues only provided that: (i) the AppLogic Networks authorized Reseller makes a written request to AppLogic Networks on behalf of the End User; and (ii) AppLogic Networks approves such request, which approval may be conditional upon the AppLogic Networks authorized Reseller or the End User agreeing to pay an additional surcharge fee.

AppLogic Networks reserves the right to not renew a Support and Maintenance Services agreement for Software that has been subject to an end-of-life announcement.

AppLogic Networks reserves the right to discontinue the licensing of, or otherwise render or treat as obsolete, any or all of the Software covered by this Agreement. AppLogic Networks will provide a minimum of ninety (90) days advance notice (which may be by email, or via the Portal, or as otherwise reasonably determined by AppLogic Networks), or the notice as required by law.

4. **SOFTWARE RELEASES.** AppLogic Networks will publish the availability of each Supported Release when generally available on the Portal. End Users should install the Supported Release on any device for which End User is licensed to use the Software. AppLogic Networks authorized Reseller recognizes that new Software Releases may provide additional functionality or improve performance of previous releases and the AppLogic Networks authorized Reseller agrees to use reasonable commercial efforts to persuade End Users to keep their installation of Software reasonably current to the latest Supported Release.

Installation of a Maintenance Release does not extend the lifetime of the related LTS Release under AppLogic Networks end of life policy. AppLogic Networks will include the latest defect fixes with the latest LTS Release. For the End User to receive the expected level of Support and Maintenance Services, the End User must apply the latest Maintenance Releases to the Supported Release.

AppLogic Networks will also announce last time buy dates to permit End User to purchase licenses to the Software that is subject to the last time buy announcement. After the last time buy date passes, AppLogic Networks: (a) may make available Maintenance Releases; (b) will make available signature updates to identify Internet traffic for such Supported Release as a subscription service subject to separate fees; and (c) advises the traffic classification may degrade for some applications after the last time buy date and notes that the ability to maintain similar levels of traffic identification, classification and byte count accuracy may be affected due to unforeseen changes in the internet post last time buy date.

AppLogic Networks will provide regular updates for Lists and Signature Updates based on specific requirements for each List or Signature Update. AppLogic Networks reserves the right not to renew the subscription, or the Support and Maintenance Services, for List and Signature Updates at its sole discretion.

AppLogic Networks will address errors in unaltered versions of the Supported Release based on the Severity Definitions and Target Times set out below.

5. SOFTWARE MAINTENANCE SERVICES

- 5.1 Software Maintenance. On a when and if available basis and for the duration of the term of the applicable license or subscription term, or the term of Support and Maintenance Services, whichever is shorter, AppLogic Networks shall make available to the End User at no cost all defect correction code, including interim releases, patches, and Software problem workarounds, for the Software, and all associated release note documentation and technical information.
- 5.2 Software Upgrades. Unless otherwise required by AppLogic Networks, on a when and if available basis and for the duration of the term of the applicable license or subscription term, or the term of Support and Maintenance Services, whichever is shorter, AppLogic Networks shall provide to the End User Maintenance Releases for the Software in accordance with this Schedule A.

6. EXPIRY OF SOFTWARE SUPPORT AND MAINTENANCE SERVICES

- 6.1 If Software is licensed by the End User for a fixed term period and the End User does not: (a) purchase Support and Maintenance Services for the Software during that fixed term period, or (b) renew the Support and Maintenance Services agreement for the Software during that fixed term period, the End User shall be entitled to continue to use the last installed version of the Software only, and AppLogic Networks shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.
- 6.2 Unless otherwise required by AppLogic Networks, where Software is licensed perpetually by the End User and the End User:

- (a) purchases Support and Maintenance Services for the Software for a fixed term period, the End User shall be entitled to Support and Maintenance Services for the Software and may install and use new versions of the licensed Software (if any) that are released by AppLogic Networks during that fixed term period; and
- (b) does not purchase Support and Maintenance Services for the Software for a fixed term period, or if the fixed term period has expired, the End User shall be entitled to continue to use the last installed version of the Software only, and AppLogic Networks shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.

The End User may choose to purchase Support and Maintenance Services for the installed Release version of the licensed Software up until AppLogic Networks declares the end of support for the installed version of the licensed Software in order to receive Support and Maintenance Services for the Software, however the End User will not be entitled to any new Releases. After the expiry of any Support and Maintenance Services agreement for the installed Release version of the licensed Software, the End User shall be entitled to continue to use the last installed Release version of the licensed Software only, and AppLogic Networks shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.

AppLogic Networks shall have no obligation under this Agreement, the End User License Agreement, End User Support Terms or any other agreement or documentation (including under any Support and Maintenance Services agreement) to directly or indirectly provide an End User with any assistance, support, maintenance, upgrades or updates to any Software, or any part thereof, if the End User fails to pay all fees for the Software and Support and Maintenance Services or fails to comply with any part of the End User License Agreement (including but not limited to: (1) the license conditions; and (ii) requirements to comply with laws, export controls, government restrictions, and Supplier's code of conduct, in the End User License Agreement) or End User Support Terms.

- 6.3 For clarity, at the expiry of the subscription term for Subscription Software, the AppLogic Networks authorized Reseller shall ensure that the End User removes all copies and installations of the Subscription Software and immediately ceases using the Subscription Software.

7. ADD-ONS TO SUPPORT AND MAINTENANCE SERVICES

This provision sets out the additional terms and conditions applicable to add-on services to AppLogic Networks standard Support and Maintenance Services.

- 7.1 Assigned Customer Success Support Engineer. If End User elects to purchase an Assigned Customer Success Support Engineer, then End User shall have access to a shared AppLogic Networks Customer Success Support Engineer during local business hours, between the hours of 8:00 am and 5:00 pm, to assist with any support issues that may arise.

In addition, End User will receive automatic updates for all support issues that occur outside of these hours. The AppLogic Networks Customer Success Support Engineer will be responsible for:

- (i) Running quarterly operational checks to validate environmental health and configuration;
- (ii) Proactively reviewing the vital signs and statistics of End User's deployment of Software;
- (iii) AppLogic Networks Software Updates Deployment Service. AppLogic Networks shall assist End User with the deployment of the first node deployment of an LTS Release or Major Release of Software;
- (iv) Loadable Traffic Identification Package ("**LTIP**") and Datastream Recognition Definition Language ("**DRDL**") Deployment. AppLogic Networks shall assist End User with the deployment of new LTIP or DRDL Signatures; and
- (v) Expedited Access to AppLogic Networks Engineering. Access to AppLogic Networks engineering organization to ensure that fixes and workarounds are provided as quickly and effectively as possible.

7.2 Assigned Customer Success Manager. If End User elects to purchase an Assigned Customer Success Manager, End User shall have access to a shared AppLogic Networks Customer Success Manager to act as a single point of contact for all Support and Maintenance Services. The AppLogic Networks Customer Success Manager will be responsible for:

- (i) Planning of upgrades, maintenance windows, adds, moves, changes, and professional services;
- (ii) Facilitating any network remediation requirements;
- (iii) Scheduling and coordination of any End User training requirements for Products;
- (iv) Providing regular reporting on items such as open issues, case trends, network planning, agreed upon metrics, and tactical or strategic network improvements; and
- (v) Acting as an End User escalation point for post-sales related issues.

SCHEDULE B

RESPONSIBILITY MATRIX FOR SUPPORT AND MAINTENANCE SERVICES

AppLogic Networks and the AppLogic Networks authorized Reseller shall be responsible for the tasks as indicated below. AppLogic Networks nominates the AppLogic Networks authorized Reseller to perform “Tier 1” tasks. AppLogic Networks may, at its sole discretion from time to time, change the designation of who is responsible for the tasks indicated below as between AppLogic Networks and the AppLogic Networks authorized Reseller. Any such change in designation will not impact the level of support the End User receives.

Capitalized terms in this Schedule B shall have the meanings ascribed to them in the Support Plan or the Agreement. This Schedule B may be updated by AppLogic Networks from time to time with prior written notice to the AppLogic Networks authorized Reseller.

Task	AppLogic Networks	AppLogic Networks authorized Reseller
	Tier 2	Tier 1
<p>(a) Logging case submission details.</p> <p>The basic data gathering of the case, by collecting information to properly describe the problem and advance the troubleshooting efforts. Data is entered into the template on the Portal with files uploaded to the appropriate site.</p>		
(i) provide an accurate statement of the issue and the data that supports what is being reported along with the troubleshooting steps completed. A clear statement of what is being requested along with the level of access intervention that is permitted. All data gathered at the time the case is opened should be included in the data provided to AppLogic Networks. Contextual data such as changes that occurred in and around the time of the reported case is valuable information that should be shared with AppLogic Networks.		✓
(ii) deliver an accurate assessment of severity and a business impact statement based on the initial assessment of the fault being reported.		✓
(iii) provide the Support Bundle file, logs, error messages, and any traces that supports the issue being reported through the support file server.		✓
(iv) review the data provided by the AppLogic Networks authorized Reseller; identify any information that is missing and revert to the AppLogic Networks authorized Reseller as required.	✓	
<p>* If the case opened and AppLogic Networks is lacking some of the material information, the case may be changed to “Pending Customer” until the necessary information is gathered.</p>		

(b) Follow up Data Collection.		
Any follow up data gathering required to allow for the continuation of the investigation of the case.		
(i)	respond promptly to AppLogic Networks requests for gathering of additional data to further investigation of the case, including arranging maintenance window with End User to obtain data.	✓
(ii)	continually seek data to either disprove or substantiate the information against the problem statement in a timely manner and ensure that the severity definition remains accurate.	✓
(iii)	manage the case as the main point of contact from the End User's perspective (even after AppLogic Networks engagement). The AppLogic Networks authorized Reseller is accountable to work with AppLogic Networks directly and deliver the necessary updates to the End User at intervals outlined by the severity of the case.	✓
(iv)	provide summary of the required data to be gathered, including: (i) provide instructions so the AppLogic Networks authorized Reseller/End User is able to obtain the data; (ii) advise of risks involved in obtaining the data and recommend use of maintenance windows as appropriate.	✓
(c) Configuration.		
Support for configurations.		
(i)	troubleshoot configuration(s) applied on an End User's solution.	✓
(ii)	review the configuration that is in question during troubleshooting, however if complexities exist, AppLogic Networks will quote out a paid-for professional service engagement in the form of a Statement of Work at an additional cost.	✓
(d) Investigation.		
The act of troubleshooting in an effort to determine the root cause of a case.		
(i)	review log files, understand when the case started, and isolate any triggers or deviations that prompted the case.	✓
(ii)	collect and analyze the support bundle and required captures/traces	✓
(iii)	search AppLogic Networks online Portal, Documentation, Release Notes, and AppLogic Networks knowledge base for documentation/further information to aid in proceeding with the investigation. If unable to resolve case, open a case with AppLogic Networks.	✓
(iv)	apply any workarounds as suggested by AppLogic Networks. As required, test workarounds in the AppLogic Networks authorized Reseller or End User's lab (or live network if no lab is available).	✓

(v)	upgrade / update software should the resolution of the case deem this activity necessary.		✓
(vi)	problem re-creation in the AppLogic Networks authorized Reseller's lab or test system.		✓
(vii)	assume responsibility for case once the AppLogic Networks authorized Reseller exhausts actions (i) to (vi).	✓	
(viii)	provide a workaround for cases where a bug fix already exists. The workaround will be *unit tested only* in AppLogic Networks lab, and any customized testing that is required for the End User is a deliverable of the AppLogic Networks authorized Reseller. If an identified issue is resolved in a newer release, AppLogic Networks will inform the AppLogic Networks authorized Reseller such that they can implement the required upgrade. If the AppLogic Networks authorized Reseller opens a case with AppLogic Networks and an article in AppLogic Networks knowledge base or public documentation already has a fix provided, AppLogic Networks will indicate this in the case and the AppLogic Networks authorized Reseller will further troubleshoot with the documented steps/procedure prior to re-engaging AppLogic Networks.	✓	
(e) Maintenance Window Scheduling.			
Coordination of a release maintenance window in adherence with the End User's defined change management policies.			
(i)	submit the necessary request to the End User following the End User's change management policies. Inform AppLogic Networks the date/time of the maintenance window.		✓
(ii)	outline the impact, risk, and the required steps for the Maintenance Operating Procedures (MOP) such that the End User has the necessary data to obtain and/or approve the maintenance window.		✓
(iii)	participate in and/or implementing the maintenance window for End User. Verify that any software that is required during the Maintenance Window is available to the End User prior to the maintenance window.		✓
(iv)	for proactive maintenance windows (for example, an upgrade that is being rolled out across the End User's install base); the AppLogic Networks authorized Reseller will raise a "Proactive" case type with AppLogic Networks. This will ensure that the AppLogic Networks authorized Reseller and AppLogic Networks are aligned on the understanding of the scope of the work that is being included.		✓
(v)	for corrective procedure maintenance windows, AppLogic Networks will outline the high-level steps. If the change is documented in the release notes, AppLogic Networks will share the location with the AppLogic Networks authorized Reseller so that AppLogic Networks involvement is not required.	✓	

(vi)	be on standby support when a "Proactive" case type has been opened at least two (2) Business Days in advance.	✓	
(f) Maintenance Window Participation.			
The parties who are expected to participate and support the maintenance window activities and coordination efforts.			
(i)	if required by End User, attend onsite during the maintenance window.		✓
(ii)	troubleshoot problems that arise and have intricate knowledge of the change being implemented.		✓
(iii)	for proactive maintenance windows, promptly notify AppLogic Networks if critical issues arise during the implementation by changing the severity from "Proactive" to "Critical".		✓
(iv)	for corrective procedure maintenance windows deemed by AppLogic Networks to be complex, notify the AppLogic Networks authorized Reseller and participate remotely.	✓	
(v)	for an additional charge AppLogic Networks may also participate in maintenance windows as per agreed upon Statement of Work.	✓	
(g) Method of Procedure ("MOP").			
The act of generating a MOP to further investigate a case, restore service, resolve service, or any other standard act of making changes on the Software.			
(i)	MOP creation based on the End User's change management practices (including End User specific requirements such as formatting, translation from English, etc.). The AppLogic Networks authorized Reseller shall search AppLogic Networks knowledge base and published Documentation to ensure all required data is included in the MOP.		✓
(ii)	under most circumstances, AppLogic Networks will not participate in MOP creation or development. However, if additional data gathering is required for an investigation, complexity exists where something is required by AppLogic Networks but is undocumented in published user guides or AppLogic Networks knowledge base, AppLogic Networks will provide the AppLogic Networks authorized Reseller the technical commands to insert into the MOP.		✓
(iii)	open a "Proactive" case requesting review of MOP by AppLogic Networks. The review normally takes two (2) Business Days.		✓
(iv)	for an additional agreed upon fee, AppLogic Networks can do MOP creation or development on behalf of AppLogic Networks authorized Reseller.	✓	

(h) Root Cause Analysis (“RCA”) Generation.		
The act of generating the RCA for Critical cases.		
(i)	create the RCA document gathering all necessary details/timelines and provide the RCA to the End User (including End User specific requirements such as formatting, translation from English, etc.).	✓
(ii)	participate in the review of Critical case RCAs (in English).	✓
(i) Software Releases – Upgrades.		
The implementation of Supported Releases.		
(i)	provide release notes as guidance on upgrading the Software. AppLogic Networks is able to review a MOP within two (2) Business Days when a Proactive case is opened.	✓
(ii)	implementation of Supported Releases including full review of the release notes and Documentation to identify any known caveats or feature changes that have occurred between the versions of Software.	✓
(iii)	test MOP in the End User/AppLogic Networks authorized Reseller’s lab or low-risk production environment in advance.	✓
(iv)	creation and delivery of the MOP for the End User.	✓
(v)	open a “Proactive” case requesting review of MOP by AppLogic Networks. The review normally takes two (2) Business Days.	✓
(vi)	verify that access to the Software being upgraded has been granted in advance of the window.	✓
(vii)	open a “Proactive” case requesting support by AppLogic Networks during the MOP should issues arise.	✓
(viii)	should the AppLogic Networks authorized Reseller wish to have AppLogic Networks attend the upgrades, a SOW will be quoted as a paid-for professional service engagement.	✓
(ix)	should the AppLogic Networks authorized Reseller require customization as a result of the testing of the MOP in the lab, AppLogic Networks will review the request and identify if there is a Software issue or a customization issue. In the case of a Software issue, AppLogic Networks will follow the Support and Maintenance Service process to rectify the situation. Should a customization be required, a SOW will be quoted as a paid-for professional service engagement.	✓

(j) First Node Implementation (“FNI”).		
Maintenance window that is the initial implementation of Supported Releases.		
(i)	when contracted to provide FNI, the AppLogic Networks authorized Reseller will participate in all maintenance windows in support of End User activity, including teaching the End Users how to implement a MOP, change the configuration, gather data; anything to which the maintenance window is expected to cover.	✓
(ii)	should the AppLogic Networks authorized Reseller wish to have AppLogic Networks on standby support in case of issues during the maintenance window, the AppLogic Networks authorized Reseller shall open a “Proactive” case and upload the MOP for review by AppLogic Networks minimum two (2) Business Days prior to maintenance window. The AppLogic Networks authorized Reseller will change the severity of the “Proactive” case during the maintenance to “Critical” to engage the AppLogic Networks to provide escalation assistance.	✓