SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "License Agreement") governs your and the Cyphre affiliate or reseller listed on the applicable purchase order ("Cyphre") relationship concerning the licensing, installation and use of software utilized in CyphreLink. By installing CyphreLink[tm] you are indicating that you have read and understand this License Agreement and agree to be bound by it (whether you are acting on behalf of yourself or a corporation, partnership, limited liability company or other entity that you represent). If you are acting on behalf of an entity and not individually, then you also represent that you have the authority to act on behalf of and bind that entity to the terms and conditions contained in this License Agreement.

As used in this License Agreement "Customer" refers, as the case may be, either to Customer (as a Customer of Cyphre) and/or each End User that Customer may sublicense the CyphreLink Software (the "Software") to in providing the CyphreLink Services described in the Purchase Order.

1. **SOFTWARE LICENSE.** Subject to Customer's compliance with this License Agreement, including the timely payment of all applicable Service Charges and License Fees listed in the applicable purchase order, Cyphre grants to Customer a nonexclusive, worldwide, nontransferable, non-sublicensable license (other than Customer's right to sublicense to its End User Customer) during the applicable term specified in the purchase order (the "Term") to install and use the Software solely for Customer's own internal business purposes on the CyphreLink apparatus. Customer may not sublicense or allow others access to the Software other than as expressly permitted under this License Agreement.

2. **LICENSE RESTRICTIONS.** Software created or transferred pursuant to this License Agreement is licensed, not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Unless otherwise expressly agreed to in writing by Cyphre, Customer agrees not to:(a) copy any Software or materials except as required to run the Software; (b) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (c) provide a copy of the Software to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code; (e) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to the Software; (f) violate any license restrictions or limitations identified in this License Agreement; (g) use any of the features and functionalities of the Software with external applications or code not furnished by Cyphre or any data not processed by the Software, except otherwise specifically permitted in the documentation; (h) misuse the Software or use the Software for any illegal, harmful, fraudulent, or offensive purposes; (i) access or use the Software except as expressly authorized in this License Agreement; or (j) permit, encourage or assist any third party to do any of the foregoing.

3. **OWNERSHIP.** Customer acknowledges and agrees that Cyphre and its affiliates retain all right, title and interest in and to the Software including all related intellectual property rights, subject to any applicable rights of their third-party providers in any third-party content or software included therein or provided in connection therewith. Customer further acknowledges and agrees that the Software (and all components thereof and information contained therein) are trade secrets of Cyphre and its affiliates. Except for the licenses expressly granted to Customer in Section 1, Customer will not acquire or claim any right, title or interest in or to the Software or related intellectual property rights, whether by implication, operation of law or otherwise. To the extent that Customer provides any feedback, Customer grants to Cyphre a perpetual, irrevocable, worldwide, nonexclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use and commercially exploit the feedback in any manner Cyphre deems fit.

4. **LICENSE FEES.** Customer will pay all license fees set forth in the purchase order (the "License Fees") for the Software delivered to Customer no later than thirty (30) days after the date of Cyphre's applicable invoice. Without limitation of Cyphre's other termination rights, if Customer fails to pay the License Fees when due, then Cyphre may terminate this License Agreement and all licenses granted hereunder by notice to Customer. All License Fees are non-refundable once paid.

5. **MAINTENANCE AND SUPPORT.** If Customer has purchased support and maintenance for the Software as set forth in the purchase order (the "Support Services"), then Cyphre will provide the level of support and maintenance included in the purchase order in accordance with the CyphreLink Subscription Terms & Conditions set forth at www.cyphre.com/terms-and-conditions/.

6. **SOFTWARE AUDIT.** At any time during the Term and for a period of three (3) years thereafter, Cyphre may audit Customer's use of the Software on ten (10) days' advance written notice. Customer shall cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of Software. Such audit shall not unreasonably interfere with Customer's business activities. If Cyphre discovers unauthorized use, reproduction, distribution, or other exploitation of Software in excess of five percent (5%) of the copies or fees that would have applied to authorized exploitation, Customer shall reimburse Cyphre for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies as Cyphre may have. Cyphre may not conduct an audit more than once per year.

7. **WARRANTY.** Cyphre warrants that for a period of ninety (90) days from the delivery of Software, the Software will substantially perform the material functions described in Cyphre's user documentation for such Software, when used in accordance with the user documentation. The sole liability of Cyphre (and its affiliates and suppliers/licensors), and Customer's sole remedy, for any failure of the Software to conform to the foregoing warranty, is for Cyphre to (at Cyphre's sole option and discretion), either: (a) modify the Software so that it conforms to the foregoing warranty; or (b) replace Customer's copy of the Software with a copy that conforms to the foregoing warranty; or (c) terminate the license with respect to the non-conforming Software and refund the License Fees paid by Customer for such non-conforming Software. All warranty claims must be made by written notice from Customer to Cyphre on or before the expiration of the warranty period.

8. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 ABOVE, THE SOFTWARE, THIRD PARTY CONTENT, AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, CYPHRE AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 7, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. CYPHRE DOES NOT WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT ERROR OR THAT USE OF THE SOFTWARE OR MATERIALS WILL BE UNINTERRUPTED OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED. CYPHRE PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (A) A MODIFICATION OF THE SOFTWARE MADE BY ANYONE OTHER THAN CYPHRE; OR (B) USE OF THE SOFTWARE IN COMBINATION WITH ANY SYSTEM NOT AUTHORIZED IN THE SPECIFICATIONS OR DOCUMENTATION OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE SPECIFICATIONS OR DOCUMENTATION.

9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL CYPHRE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES (REGARDLESS OF HOW CLASSIFIED) ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT OR THE SUBJECT MATTER HEREOF. CYPHRE'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CYPHRE FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIABILITIES LIMITED BY THIS SECTION 10 APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF CYPHRE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IN ADDITION, CUSTOMER, AND NOT CYPHRE, IS SOLELY RESPONSIBLE FOR THE ACCURACY, QUALITY AND SECURITY OF CUSTOMER'S DATA AND FOR MAINTAINING A BACKUP OF ALL SUCH DATA, AND FOR ENSURING THE SECURITY AND INTEGRITY OF CUSTOMER'S (AND ITS SERVICE PROVIDER'S) DATA, COMPUTERS, NETWORKS AND SYSTEMS (INCLUDING WITH RESPECT TO PROTECTING AGAINST VIRUSES AND MALWARE). IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 9, CYPHRE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. FOR THE AVOIDANCE OF DOUBT, CYPHRE'S LIABILITY LIMITS AND OTHER RIGHTS SET FORTH IN THIS SECTION 9 APPLY LIKEWISE TO CYPHRE'S AFFILIATES, PARTNERS (INCLUDING AUTHORIZED PARTNERS AS DEFINED IN SECTION 14 BELOW), LICENSORS, SUPPLIERS, ADVERTISERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AND OTHER REPRESENTATIVES.

10. **INDEMNITY.**

10.1 From Cyphre. Cyphre will defend and indemnify Customer and Customer's Associates (as defined below) against any "Claim", meaning any third-party claim, suit or proceeding arising out of, related to, or alleging direct infringement of any intellectual property rights by the Software.

Cyphre will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of such Claim, subject to the other terms and conditions of this License Agreement. Notwithstanding the foregoing, Cyphre has no obligation to indemnify Customer to the extent any Claim arises out of: (a) Customer's breach of this License Agreement; (b) revisions to the Software made without Cyphre's written consent; (c) use of the Software in a manner that is not permitted under the License Agreement or that is inconsistent with Cyphre's applicable user documentation; (d) Cyphre's modification of Software in compliance with specifications provided by Customer;(e) modifications to the documentation provided by Cyphre made by anyone other than Cyphre; (f) use of the Software in combination with hardware, software, materials, processes or services not provided by Cyphre, where the infringement would not occur but for such combination; (g) Customer's continued use of the Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (h) any version of the Software that is no longer supported by Cyphre ((a) through (h), collectively, "Excluded Matters"). If an applicable Claim is made or appears likely to be made, Cyphre may, at its option and expense, either: (i) replace or modify the affected Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality listed in the specifications; (ii) secure for Customer the right to continue using the Software; or (iii) refund the license fees paid for the Software for every month remaining in the Term, in which case Cyphre may terminate any or all Customer licenses to the Software granted in this License Agreement, and require return or destruction of copies thereof. The preceding sentence constitutes Customer's sole and exclusive remedy, and Cyphre's entire liability, with respect to any Claims that the Software infringes any third party's intellectual property rights.

10.2 From Customer. Customer will defend and indemnify Cyphre and Cyphre's Associates against any claim brought against Cyphre by a third party arising out of or relating to any Excluded Matter, and Customer will pay all damages finally awarded against Cyphre by a court of competent jurisdiction as a result of such claim. In addition, Customer shall indemnify and defend Cyphre and Cyphre's Associates against any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the system on which the Software is installed, including without limitation: (a) claims by other users or by Customer's employees; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer data; and (c) claims that use of the system on which the Software is installed through Customer's account, including by other Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. Indemnified claims pursuant to the preceding sentence also include (d) claims related to the injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Customer or of any of its agents, subcontractors, or employees. Indemnified claims listed above in this Section 10.2 include, without limitation, claims arising out of or related to Cyphre's negligence, but they exclude any claim that would constitute an indemnified Claim pursuant to Section 10.1 above.

10.3 Litigation & Additional Terms. The obligations of the indemnifying party ("Indemnitor") pursuant to Section 10.1 or 10.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

11. CONFIDENTIAL INFORMATION.

11.1 "Confidential Information" refers to the following items that either party to this License Agreement (a "Disclosing Party") discloses to the other party (the "Receiving Party"): (a) any document the Disclosing Party marks "Confidential"; (b) any information the Disclosing Party orally designates as "Confidential" at the time of disclosure, provided the Disclosing Party confirms such designation in writing within 30 business days; (c) the documentation, including any license keys, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information that a party should reasonably consider a trade secret or otherwise confidential information of the other party. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

11.2 Nondisclosure. The Receiving Party shall not use Confidential Information for any purpose other than to exercise its rights or perform its obligations under this License Agreement (the "Purpose"). The Receiving Party: (a) shall not disclose Confidential Information to any employee or

contractor of Receiving Party unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Receiving Party with terms no less restrictive than those of this Article 11; and (b) shall not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to Receiving Party's attention. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Receiving Party shall give the Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party's expense.

11.3 <u>Injunction</u>. The Receiving Party agrees that breach of the confidentiality provisions herein would cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

11.4 <u>Termination & Return</u>. With respect to each item of Confidential Information, the obligations of Section 11.2 above (Nondisclosure) will terminate three (3) years after the date of disclosure; provided that such obligations related to Confidential Information constituting the Disclosing Party's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of these Terms and Conditions, the Receiving Party shall return all copies of Confidential Information to the Disclosing Party or certify, in writing, the destruction thereof.

11.5 <u>Retention of Rights</u>. These Terms and Conditions do not transfer ownership of Confidential Information or grant a license thereto. The Disclosing Party will retain all right, title, and interest in and to all of its Confidential Information.

12. TERM AND TERMINATION.

12.1 Term. This License Agreement will commence upon Cyphre's first delivery of the Software specified in the order (or, Cyphre's other initial delivery of the Software to Customer) and will remain in effect until the expiration of the applicable Software license term as specified in the applicable order. For the avoidance of doubt, termination of a license term shall not affect the term of any other licenses applicable to other Cyphre products and services that Customer has purchased.

12.2 Evaluation Software. If Customer is granted a license for Evaluation Software, then the Term for such Evaluation Software will be specified in the Order or with the license key. Any license keys provided for Evaluation Software will automatically expire and cause the Evaluation Software to become non-operational at the end of the Term. If Customer wishes to use the Evaluation Software after the Term expires, then Customer must obtain the applicable paid license.

12.3 Termination. Either party may terminate this License Agreement for the other party's material breach by written notice to the other party specifying in detail the nature of the breach, if the other party does not cure the breach within thirty (30) days of receiving said notice pursuant to the notice provisions herein. Cyphre may also terminate Customer's license to any Evaluation Software at any time with or without cause by notice to Customer. Upon any expiration or termination of this License Agreement, the rights and licenses granted to Customer hereunder will automatically terminate, and Customer agrees to cease immediately using the Software and documentation and to return or destroy all copies of the documentation and other Cyphre Confidential Information in Customer's possession or control and certify in writing the completion of such return or destruction in accordance with Section 11.

12.4. Upon termination of this License Agreement, Cyphre will have no obligation to refund any fees or other amounts received from Customer during the term, and notwithstanding any early termination above, Customer shall still be required to pay all fees payable under an order (i.e., no such early termination shall relieve Customer of its obligations to pay all fees payable under an order) unless otherwise provided in this License Agreement. Section 3 (Ownership), Section 6 (Software Audit), Section 8 (Warranty Disclaimer), Section 9 (Limitation of Liability), Section 10 (Indemnity), Section 11 (Confidential Information), Section 13 (Term and Termination) and Sections 13 (Export) through 16 (Miscellaneous) will survive any expiration or termination of this License Agreement.

13. EXPORT. Customer will not: (a) permit any third party to access or use the Software in violation of any relevant export laws and regulations of the United States and any other country ("Export Laws"); or (b) export the Software or otherwise remove it from the United States except in compliance with

all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo, nor use the Materials for any purpose prohibited by the Export Laws, including but not limited to nuclear, chemical, missile or biological weapons related end uses.

14. AUTHORIZED PARTNERS. If Customer acquired the Software through an authorized partner or OEM of Cyphre ("Authorized Partner") then, notwithstanding anything to the contrary in this License Agreement: (a) Customer's use of the Software is subject to any additional terms in the agreement provided by the Authorized Partner; (b) Customer agrees to pay the Authorized Partner the Fees and other applicable fees, and Customer will have no direct Fee payment obligations to Cyphre for such Software; (c) Customer's agreement with the Authorized Partner is between Customer and the Authorized Partner and is not binding on Cyphre; and (d) Cyphre may terminate this License Agreement (including Customer's right to use the Software) if Cyphre does not receive payment for Customer's use of the Software from the Authorized Partner or if Customer breaches any term of this License Agreement. If Customer's warranty and support terms stated in its agreement with the Authorized Partner are different from those set forth in this License Agreement, then such different terms are solely between Customer and the Authorized Partner and Cyphre will have no obligations to Customer under this License Agreement with respect to such different terms. Except as set forth in the preceding sentence, if there is any conflict or inconsistency between this License Agreement and Customer's agreement with Authorized Partner, then this License Agreement will control (and will resolve such inconsistency) as between Cyphre and Customer.

15. CHOICE OF LAW AND JURISDICTION. This License Agreement will be governed solely by the internal laws of the Texas without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded; or (c) other international laws. Any dispute concerning this License Agreement shall be resolved exclusively by the state and federal courts located in Houston, Texas. This Section governs all claims arising out of or related to this License Agreement.

16. MISCELLANEOUS

16.1 Purchase Order. Customer's issuance of a purchase order constitutes acceptance of this License Agreement notwithstanding anything to the contrary in such purchase order. If any purchase order contains any terms or conditions that are different from or additional to the terms and conditions set forth in this License Agreement, then Cyphre expressly rejects such different or additional terms and conditions, and such different or additional terms and conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice or license key that Cyphre may issue.

16.2 Notices. All notices required or permitted under this License Agreement will be in writing and delivered in person, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt.   All communications will be sent to the addresses set forth in the applicable order or to such other address as may be specified by either party to the other party in accordance with this Section.

16.3 Assignment. Customer (other than Customer's sublicense to its End User Customer) may not assign, delegate or transfer this License Agreement, in whole or in part, by agreement, operation of law or otherwise, without the express prior written consent of Cyphre. Any attempt to assign this License Agreement other than as permitted herein will be null and void. Subject to the foregoing, this License Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

16.4 Rights and Remedies. Except as otherwise expressly set forth in this License Agreement, the rights and remedies of either party as set forth in this License Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by law or at equity.

16.5 Waiver; Severability. The waiver by either party of a breach of or a default under this License Agreement will not be effective unless in writing. The failure by either party to enforce any provisions of this License Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of this License Agreement invalid or unenforceable, the remaining provisions of the License Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

16.6 Interpretation. For purposes of interpreting this License Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this License Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or

hard copy; (e) the captions and section and paragraph headings used in this License Agreement are inserted for convenience only and will not affect the meaning or interpretation of this License Agreement; and (f) the references herein to the parties will refer to their permitted successors and assigns.

16.7 Integration; Entire Agreement.   This License Agreement constitutes the complete and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter.   Any waiver, modification or amendment of any provision of this License Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.   Any terms and conditions contained or referenced by either party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this License Agreement will be disregarded and have no effect unless otherwise expressly agreed to by the parties in accordance with the preceding sentence.

CUSTOMER SUPPORT

Equipment RMA

1.0   Cyphre RMA Policy

Cyphre RMA policy is applicable to all the components supplied as part of the CyphreLink equipment and services (including the hardware provided as part the solution).

2.0   RMA Authorization

When, in the evaluation of a customer issue, it is determined that a hardware component has failed, Cyphre support personnel will provide the Customer with an RMA form authorizing the return of the failed hardware component.

The RMA form will indicate:

1. The SKU # and description of the failed component.
2. The authorized method for shipping the failed component.
3. The shipping address for the RMA return.
4. The company name and address that is returning the unit.
5. The company point of contact, including name, address, telephone number, and email address

3.0   RMA Return Procedure

When the RMA has been approved, Cyphre customer support will submit the RMA form to distribution for scheduling the shipment of a replacement unit to the affected customer. The standard delivery schedule is subject to local custom clearance time frame.

4.0   Return of Defective Unit

Upon receipt of the replacement unit, the failed unit will be returned to Cyphre or the designated Cyphre approved repair facility based on the instructions documented on the RMA.

Customer Support Services and Process

Cyphre shall take all necessary measures to remedy and make good any defect/fault in the equipment and services. Such measures shall include, without limitation, and where applicable, the replacement of part(s) for equipment or release of patches for Services, the shipment of any defective part(s) of the equipment for repair at Cyphre's expense and responding to any inquiry.

Cyphre shall provide and maintain adequate telephone and email support facilities with suitably qualified and technically competent personnel ("Help Desk") to respond to calls, including taking report of, and dealing with, any fault and/or inquiry.

Escalation Contact Matrix

The telephone support facility shall be provided and made available 24 x 7. Customer shall email Cyphre for incidents or call level 2 of the Escalation Matrix below for Severity 1 Fault.

Contact	Fault duration / Escalation	Phone	Email
Cyphre Customer Support	1st call – all severity levels	US +1 281 674 0130	cyphresupport@cyphre.com

Cyphre shall respond to the Customer's call according to the severity of the issue as may be classified by Customer in its opinion as follows:

- Severity 1 - Defect resulting in a situation where services are not operational and cannot be restored to normal operation by the Customer.
- Severity 2 - Services remains operational but does not perform in accordance with the expectation of the Customer and/or the specifications.

Cyphre personnel will work to satisfactorily resolve the fault within the response time specified below:

- Severity 1 - Six (6) hours from the time the fault is reported
- Severity 2 - Twenty-Four (24) hours from the time the fault is reported

Non-Critical Problem (Operational SLA)

1. Time to response with acknowledgement within 30 minutes
   a. Level 1 support should acknowledge the e-mail
   b. Response should include ticket number when possible
   c. Response/Resolution should come within the first 4 hours after ticket creation.
2. Tiered escalation contacts from Supplier
   a. Level 1 support should acknowledge and create ticket within 30 mins.
   b. Level 2 support should step in if the response/resolution takes more than 4 hours.
   c. Level 3 support should step in if the resolution takes more than 8 hours and needs to brief on appropriate resources required to resolve the issue.
3. Service Manager
   a. To be a single point of contact (SPOC) on the problem management for Supplier products.
   b. To be escalation contact point for prolonged and urgent cases that require immediate Supplier support.
   c. To document the logged incidents and to discuss and present the incident findings.

Training and Support

Training

Cyphre will provide appropriate training to Customer at a quoted Network Engineer hourly rate.

Ongoing support & Management during contact

Cyphre will strive to provide Customer and end customers with timely updates.

It is important that Customer and end customer contact information, to which notifications should be directed, is properly maintained. It is the preference of Cyphre that Customer and end customer provides a single distribution email address for notifications. This permits Customer and end customers to manage their internal parties that require notification.