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These Terms, including Schedule 1 (Service Description), are supplemental to, form part of and are fully incorporated by reference into the applicable Quote and are subject to the Garrison Terms and Conditions referenced in the Quote.

1 DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms in these Terms have the meaning set opposite them below:

Active Estate	all Garrison Products owned by Customer or its Affiliates unless agreed in writing by both parties to be out of scope of these Terms;
Authorised User	contacts at the Customer who are authorised to engage with Garrison for Support, Maintenance and Professional Services purposes as notified by the Customer to Garrison, subject to the maximum number of contacts set out in Schedule 1. Garrison will only respond to tickets or contact raised by such designated customer contacts;
Business Day	any day from Monday to Friday (inclusive) other than UK bank or public holidays;
Business Hours	09:00 - 17:00 UK time on a Business Day;
Excluded Maintenance	as defined in Section 8.2 below;
Fees	the fees determined in accordance with Schedule 1 for the provision of the Services;
Field Replaceable Units (FRUs)	fans, power supplies or other components of the Hardware that are easily replaceable by the Customer with Garrison's instructions;
Garrison Terms and Conditions	the Garrison standard terms and conditions for the sale of Products and Services attached to the Quote (as defined further below in this Section 1);
Good Industry Practice	the exercise of that degree of skill, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced technology company, engaged in the same type of undertaking in relation to activities of the same or similar scale and character;
Good Working Order	the Hardware is fully working, and all operational features are available;
Initial Term	the minimum term for the provision of the Services as identified in the Quote;
Order	an ordering document as agreed between Garrison and the Customer returned by the Customer, completed in accordance with the Quote(s) and referencing the latter;
Products	all or any of the Hardware and Software (as appropriate) as specified in the Quote;
Professional Services	on-site professional services delivered by Garrison Engineers as set out in Schedule 1 (Service Description);

Quote	the written quote for Products and Services issued by Garrison and countersigned by the Customer for acceptance, or accepted by the Customer in other written form as expressly agreed with Garrison in advance;
Renewal Term	any renewal term as specified in the renewal Quote issued by Garrison and sent to the Customer in advance of expiry of the Initial Term;
Services	the support, maintenance and professional services listed in the Quote to be provided by Garrison to the Customer in accordance with these Terms;
Service Levels	the Service Levels set out for each Service in Schedule 1;
Term	the Initial Term and any subsequent Renewal Term for the provision of the Services;
Terms	the present terms, including Schedule 1 (Service Description) attached hereto;
Update	a free software download from Garrison that provides fixes for features that do not work as intended, or adds minor software enhancements or compatibility improvements; and
Upgrade	a new version of a Product, that offers a significant change or major improvement over a Customer's current version.

- 1.2 Any capitalised terms not defined in these Terms shall have the meaning applied to them in the Garrison Terms and Conditions.
- 1.3 Unless the context otherwise requires: (i) 'including' and similar words do not imply any limit; (ii) the terms 'days' refer to calendar days unless expressly stated otherwise; (iii) any obligation on any party not to do, or to omit to do anything, is to include an obligation not to allow that thing to be done, or omitted to be done; and (iv) use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision.

2 ORDERING SERVICES

- 2.1 Save as otherwise expressly stated in the Quote, these Terms apply to the provision by Garrison of any of the Services to the Customer; by submitting an Order the Customer agrees to be bound by these Terms which shall prevail over any conflicting terms referred to in any of the Customer's documentation.
- 2.2 These Terms neither commit Customer to place, nor require Garrison to accept, an Order for the Services.
- 2.3 Standard remote support during the initial onboarding of a Product is provided by Garrison in accordance with Schedule 1. Additional support for onboarding may be purchased by the Customer by placing an Order for Professional Services.
- 2.4 The Customer shall maintain the same level of support (as described in Schedule 1) on the entirety of the Customer's Active Estate throughout the Term. Should the Customer fail to do so, Garrison may reject or suspend any new Order for Products or Services. Notwithstanding the foregoing, Garrison shall not be obliged to provide Services on Hardware or Software (i) that has been deployed or redeployed outside of the jurisdiction of the original delivery; or (ii) unless contrary to applicable law, that was purchased second-hand or refurbished other than through a Garrison approved supplier.
- 2.5 Upon the Customer's request, Garrison may agree to invoice an Affiliate of the Customer and such agreement shall be subject to the Customer remaining liable for any non-payment by the Affiliate.

3 SUPPORT AND MAINTENANCE SERVICES

- 3.1 On the Customer informing Garrison that the Hardware is malfunctioning, has failed, or is otherwise not in Good Working Order, Garrison shall either: (i) deploy Field Replacement Units (if applicable) accompanied with instructions on how to replace the faulty component(s); or (ii) seek a return of the Hardware for repair/replacement; in either case, in accordance with the processes and Service Levels set out in Schedule 1.

4 ON-SITE SERVICES

- 4.1 If the Customer requires on-site services in accordance with an applicable Order, the Customer will procure such access to the buildings and sites of the Customer as Garrison may reasonably require for the purposes of performing the Services.
- 4.2 When on the Customer's premises, Garrison shall accept and act (and procure its subcontractors to accept and act) in accordance with the reasonable written instructions of the Customer regarding access, health and safety, and security (provided that such instructions are not unlawful). Garrison shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such instructions.

5 GARRISON'S OBLIGATIONS

- 5.1 Garrison undertakes that it will:
- a) provide the Services in accordance with Good Industry Practice; and
 - b) ensure that its staff engaged in the provision of the Services to Customer are suitably qualified skilled, experienced and trained in the work which they are to perform who will at all times carry out the Services in a workmanlike and professional manner.
- 5.2 Garrison alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of its staff. Garrison assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of Customer.
- 5.3 Time shall not be of the essence regarding Garrison's obligations under these Terms.

6 THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer will:
- a) pay the Fees at the time and in the manner set out in the Quote or Order;
 - b) provide a suitable installation environment for the Products that meets the standards provided by Garrison;
 - c) provide Garrison with a list of Authorised Users. Garrison will only respond to tickets or contact raised by such Authorised Users;
 - d) co-operate with Garrison in any manner reasonably required by Garrison in order to carry out the Services, including provision of information and data;
 - e) report any suspected bugs or faults in the Hardware or Software to Garrison in a timely manner and in accordance with the ticketing processes set out in Schedule 1;
 - f) follow Garrison's procedures when requesting Support Services;
 - g) provide Garrison reasonable access to all necessary personnel to answer questions or resolve problems reported by Customer regarding the Products;
 - h) as soon as reasonably practicable, implement all Upgrades and Updates provided by Garrison under these Terms;
 - i) provide sufficiently stable and reliable means of communication via phone, web or email between Customer and Garrison to enable Garrison to provide support services; and
 - j) use reasonable efforts to resolve internally any support questions, prior to requesting Support Services pursuant to these Terms.

- 6.2 The Customer acknowledges and agrees that failure to have any or all information or access available as needed by Garrison in order to provide the Services may result in delays in Garrison's response; may hinder Garrison's ability to perform the Services; and/or may cause incorrect fulfilment. Garrison will not be responsible for any such delays or inability to perform (unless due to causes attributable to Garrison).

7 REPLACEMENTS AND SPARE PARTS

- 7.1 All replacements and spare parts provided by Garrison to the Customer shall become part of the Hardware and the property of the Customer. Garrison will assign to the Customer, with full title guarantee and free from all third-party rights, replacements provided by Garrison. All parts and components removed from the Hardware in the course of performing the Services shall no longer constitute part of the Hardware.

8 EXCLUDED MAINTENANCE

- 8.1 Garrison is not obliged to perform any Excluded Maintenance. Excluded Maintenance means the maintenance arising out of:
- a) the fault or negligence of the Customer, its employees, agents or contractors;
 - b) the Customer failing to comply with these Terms;
 - c) a failure by the Customer to provide reasonable cooperation (having due regard to the Customer's skills, capacity and knowledge) to Garrison in helping to identify the nature of the bug or failure;
 - d) the Customer's failure to implement all Updates to the Product which are made available to Customer under these Terms;
 - e) the Customer's failure to provide a suitable installation environment;
 - f) any alteration, modification, enhancement or addition to the Products performed by parties other than Garrison or its authorised contractors;
 - g) use of the Products in a manner or for a purpose for which they were not designed;
 - h) accident, abuse, neglect, unauthorized repair, inadequate maintenance or misuse of the Products;
 - i) operation of the Products outside of environmental specifications;
 - j) interconnection of the Products with other products not supplied by Garrison;
 - k) use of the Software on any systems that do not meet the minimum requirements specified by Garrison for such Software;
or
 - l) introduction of data into any database used by the Products by any means other than the use of the Software.
- 8.2 Where Garrison is performing, or has performed the Services in circumstances where it is established that the Hardware was not in Good Working Order due to any item falling under Excluded Maintenance, Garrison may charge, and the Customer shall pay, the additional charges for the Services in respect of that work.

9 TERM, TERMINATION AND RENEWAL

- 9.1 Subject to compliance with these Terms, the Services under the Order will be provided from the date of delivery of the Products until the expiry of the Initial Term. In advance of the expiry of the Initial Term, Garrison will send the Customer a new Quote for the proposed renewal of the Order for Renewal Term.

SCHEDULE 1

SERVICE DESCRIPTION

Garrison will provide the Services as follows:

A. UK PREMIUM SUPPORT CHARGES AND SERVICE DESCRIPTION

1. SERVICE DESCRIPTION

1.1 UK Premium support includes:

- a) access to latest software Upgrades and Updates;
- b) effort underpinned by SLAs to resolve reported bugs and errors;
- c) Hardware support in addition to the standard six (6) month warranty provided with the Hardware; and
- d) access to Garrison's support centre by phone, web and email for up to fifteen (15) Authorised Users.

1.2 Service hours for UK Premium Support are 24x7x365 (phone support only outside Business Hours).

2. FEES.

2.1 The Fees for UK Premium Support are thirty percent (30%) of the total Hardware Fees for the Active Estate per annum (relating to Products under Premium Support).

2.2 The Fees will be invoiced on the date of delivery and annually thereafter.

2.3 Garrison reserves the right to review the Fees and may increase the Fees in line with the Consumer Price Index published by the Office for National Statistics (or if the index no longer exists such other measure of national inflation that Garrison may determine) for the previous twelve (12) months.

3. SERVICE LEVELS

3.1 Garrison will use its reasonable endeavours to comply with the Service Levels set out in the table below, though given the unknown nature of the type or recurrence of the fault, compliance by Garrison with the Service Levels cannot be assured.

SOFTWARE INCIDENT SLAs				
Priority	Impact	Response SLA	Resolution SLA	Comment
Urgent	<ul style="list-style-type: none"> • Product rendered unavailable or unresponsive and requires immediate fix 	15 minutes	4 hours	Requires a phone call from the Customer to log an Urgent ticket
High	<ul style="list-style-type: none"> • Sub-component or major application not functioning as described • Major performance degradation 	2 hours	16 hours	Requires a phone call from the Customer to log a High priority ticket
Normal	<ul style="list-style-type: none"> • Minor application not functioning as documented 	5 Business Hours	32 Business Hours	In Business Hours only
Low	<ul style="list-style-type: none"> • General usage question • General information requests • Feature requests 	8 Business Hours	N/A	In Business Hours only

Where:

Response means an acknowledgement that the incident has been received by one of Garrison's support staff. This SLA is measured as the time between a new incident being raised by the Customer to Garrison's support team, through the agreed support channels and Garrison's response confirming receipt (receipt for these purposes does not include an automated acknowledgement of receipt of the ticket).

Resolution means that the incident has been confirmed as resolved by the Customer (having followed Garrison's instructions) through a suitable fix, workaround, and action plan to resolve in full. This SLA is measured as the time between a new incident being raised by the Customer to Garrison's support team, through the agreed support channels as set out in the table above, and the time at which the incident is set to "solved" by Garrison.

- 3.2 Garrison shall not be responsible for correcting any errors not attributable to Garrison. Errors attributable to Garrison shall be defined as those errors which are reproducible by Garrison on unmodified Products.
- 3.3 If it is found that a particular error is fixed in the most current Product release, then Garrison shall have no obligation to fix the error in any prior Product release and Customer will need to upgrade to the current Product release in order to obtain the fix.

HARDWARE BREAK/FIX SLAs	
RMA	Garrison will ship a repaired or replacement appliance to the Customer the next Business Day after receipt of the Customer's faulty appliance at its designated facility in the UK.
FRU	Garrison will ship replacement FRUs the next Business Day after confirmation of an FRU failure by the Customer.

4. SERVICE LEVEL REPORTING

- 4.1 Garrison shall provide a report to the Customer on a monthly basis setting out Garrison's performance against the Service Levels in the immediately preceding month.

B. UK STANDARD SUPPORT CHARGES AND SERVICE DESCRIPTION

1. SERVICE DESCRIPTION

1.1 UK Standard Support includes:

- a) access to latest software Upgrades and Updates;
- b) reasonable efforts to resolve reported Bugs and errors;
- c) Hardware support in addition to the standard six (6)-month warranty provided with the Hardware; and
- d) access to Garrison’s support centre by phone, web and email for up to fifteen (15) Authorised Users.

1.2 Service hours for UK Standard Support are Business Hours only.

2. FEES

2.1 The Fees for UK Standard Support are twenty percent (20%) of the total Hardware Fees for the Active Estate per annum (relating to Products under UK Standard Support).

2.2 The Fees will be invoiced on the date of delivery and annually thereafter.

2.3 Garrison reserves the right to review the Fees and may increase the Fees in line with the Consumer Price Index published by the Office for National Statistics (or if the index no longer exists such other measure of national inflation that Garrison may determine), for the previous twelve (12) months.

3. SERVICE LEVELS

3.1 Garrison will use its reasonable endeavours to comply with the Service Levels set out in the table below, though given the unknown nature of the type or recurrence of the fault, compliance by Garrison with the Service Levels cannot be assured.

SOFTWARE INCIDENT SLAs	
None: Garrison will use commercially reasonable efforts to respond to identified Software issues without any obligation to fix the issue.	
HARDWARE BREAK/FIX SLAs	
RMA	Garrison will ship a repaired or replacement appliance to the Customer within five (5) Business Days, after receipt of the Customer’s faulty appliance at its designated facility in the UK.
FRU	Garrison will ship replacement FRUs within five (5) Business Days after confirmation of an FRU failure by the Customer.

3.3 Garrison shall not be responsible for correcting any errors not attributable to Garrison. Errors attributable to Garrison shall be defined as those errors which are reproducible by Garrison on unmodified Products.

3.4 If it is found that a particular error is fixed in the most current Product release, then Garrison shall have no obligation to fix the error in any prior Product release and the Customer will need to upgrade to the current Product release in order to obtain the fix.

C. SUPPORT APPLYING TO BOTH PREMIUM AND STANDARD SUPPORT SERVICES

1. SOFTWARE UPGRADES

- 1.1 During the Term, Garrison shall provide the Customer notification of Updates. Garrison may designate a particular release of the Product as an Upgrade at its sole discretion.
- 1.2 Unless Garrison directs otherwise, the Customer may obtain Updates and Upgrades either through email or from the support portal.
- 1.3 Garrison reserves the right to impose additional charges for releases of Software Upgrades implemented at the Customer's request; (i) that provide major enhancements to the features or functions of the Software, as determined by Garrison at its sole discretion; or (ii) that provide additional features or perform additional functions not provided or performed by the Software.
- 1.4 Garrison will provide support to customers running releases back to N-1 of the Garrison Platform and N-3 minor versions of the Garrison App, where "N" is the most recently released minor version within a given major release, the "**Garrison App**" refers to the Garrison end point agent deployed to the End User to access Garrison, and the "**Garrison Platform**" refers to all components of Garrison other than the Garrison App (i.e. the Garrison Isolation Appliance; the Garrison Transfer Appliance; the Garrison System Manager; the Garrison Connection Broker; the Garrison Profile Store; and all supporting subcomponents).

2. HARDWARE MAINTENANCE

- 2.1 The Hardware is supplied with a six (6) month warranty. The Services provides extended product support subject to our RMA process. The Services includes replacement parts for all hardware elements including FRUs.
- 2.2 End of support for Hardware is typically five (5) years from date of sale. Save for exceptional circumstances (such as a global shortage of parts not attributable to Garrison's own procurement processes) Garrison will provide six (6) months' notice of end of support, which notice shall not be served earlier than three (3) years from the date of sale of the relevant Hardware.

3. RMA PROCESS

- 3.1 Hardware returns will be managed as follows:
 - a) the Customer shall log a Support request via web, phone or email per standard support mechanisms;
 - b) the Customer shall provide the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information;
 - c) upon confirmation by Garrison of a defect, Garrison will either ship replacement parts for the Customer to install (FRUs only), or if Garrison deem the Hardware needs to be returned the Customer will be provided an RMA number;
 - d) the Customer shall package the appliance in its original packing material or equivalent, write the RMA number on the outside of the package and return it properly insured, to Garrison's designated facility in United Kingdom;
 - e) the Customer shall assume any and all risk of loss of or damage to such Hardware during shipping;
 - f) on receipt of the faulty appliance Garrison will inspect the Hardware for damage;
 - g) assuming fault is not due to Excluded Maintenance, Garrison will ship an appliance (repaired or new) to Customer according to the Hardware break/fix SLA; and
 - h) where the fault is due to Excluded Maintenance, any repairs or replacements will be undertaken at the Customer's cost (such work only to be undertaken with the Customer's prior approval).

4. PROFESSIONAL SERVICES

- 4.1 In addition to the Services, Professional Services can be pre-purchased (and billed) in blocks of four (4) hours to enable on-site engineering visits at short notice.
- 4.2 To request Professional Services, the Customer shall call the Garrison support number or their dedicated Garrison Account Manager. Where the Customer's site is in the UK, Garrison will use its reasonable endeavours to attend the Customer's site the

next Business Day, if the call is received before 2pm (during a Business Day). If the Customer's site is outside of the UK, we will agree a suitable date and time for the on-site visit.

- 4.3 Garrison shall also be entitled to recover reasonable travel costs and expenses when delivering on-site support.
- 4.4 Out of hours Professional Services (charged at double rate), shall be provided on a reasonable endeavours basis and shall be agreed in advance between Garrison and the Customer.
- 4.5 Training can be purchased by Customer from Garrison in blocks of four (4) hours.

5. ONBOARDING/DEPLOYMENT SUPPORT

- 5.1 Upon the Customer's initial purchase of Products, Garrison will provide up to sixteen (16) hours of remote support to assist the Customer with onboarding and deployment of the Products. Such support does not include product training or Professional Services, both of which can be purchased separately in accordance with Section 4.1 of this Schedule.

6. ADDITIONAL SUPPORT OPTIONS

- 6.1 In addition to professional services, the following are service add-ons, that can be purchased (POA) to support the Customer's deployment of Garrison:
 - a) Dedicated Customer Success Manager: a dedicated point of contact for support and technical issues, onsite service reviews, detailed root cause analysis and pro-active advice concerning Customer's Garrison installation;
 - b) Spares: FRUs to be stored on the Customer's site in the event of an immediate swap out being a requirement.