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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 These Terms apply to the provision of Garrison Support, Maintenance and Professional Services (the “**Services**”) by Garrison to Customer.
- 1.2 Capitalised terms not defined herein shall have the meaning applied to them in the Garrison Terms and Conditions.
- 1.3 Except where defined above, 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;
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;
Service Levels	The Service Levels set out for each Service in Schedule 1;
Terms	These terms for Garrison Support, Maintenance and Professional Services;
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.

- 1.4 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 Customer will place Purchase Orders for the delivery of the Services from time to time.
- 2.2 These Terms neither commit Customer to place, nor require Garrison to accept, a Purchase 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 Purchase Orders for Professional Services.
- 2.4 Purchase Orders for annual Support, Maintenance and Professional Services will only be accepted by Garrison if they are for the entirety of the Customer's Active Estate. 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 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 Any Customer Affiliate shall be entitled to place Purchase Orders. These Terms will apply to Purchase Orders placed by any Customer Affiliate. Garrison will issue invoices to Customer Affiliate named on the Purchase Order and such entity will have responsibility for payment, provided that, in the event of non-payment for whatever reason, Customer shall be liable for such Payment.

3 MAINTENANCE & SUPPORT SERVICES

- 3.1 On Customer informing Garrison that the Hardware is malfunctioning or has failed or is otherwise not in Good Working Order, Garrison shall deploy replacement parts or seek a return of the Hardware in accordance with the processes and Service Levels set out in Schedule 1.

4 ON-SITE SERVICES

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

5 GARRISON 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 CUSTOMER'S OBLIGATIONS

- 6.1 Customer will:
 - a) pay the Fees at the time and in the manner set out in the Purchase Order;
 - b) provide a suitable installation environment for the Products that meets the standards provided by Garrison;
 - c) provide Garrison with a list of up to 15 contacts at the Customer who are authorised to engage with Garrison for

maintenance and support purposes. Garrison will only respond to tickets or contact raised by such designated customer contacts;

- 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) promptly 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 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 Customer shall become part of the Hardware and the property of Customer. Garrison will assign to 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.

- 8.2 Excluded Maintenance means that maintenance arising out of:

- a) the fault or negligence of the Customer, its employees, agents or contractors;
- b) Customer failing to comply with these Terms;
- c) a failure by the Customer to properly report that nature of the bug or failure;
- d) 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; or relocation 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 software 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.
- 8.3 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 Customer shall pay, the additional charges for the Services in respect of that work.

9 TERM AND RENEWAL

- 9.1 Subject to compliance with these Terms, Services under the Purchase Order will be provided from the date of delivery of the Products until the expiry of the term set out in the Quote. At the expiry of the term set out in the Quote, the Purchase Order shall be renewed automatically on an annual basis, unless either Party delivers at least 60 days' prior written notice to the other of the termination of the Purchase Order. Such notice shall be effective on the date of expiry of the term or the next anniversary thereof.

SCHEDULE 1

SERVICE DESCRIPTION

Garrison will provide the Services stated in the Purchase Order 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) Reasonable efforts to resolve reported bugs and errors;
- c) Hardware support in addition to the standard 6-month warranty provided with the Hardware; and
- d) Access to Garrison's support centre by phone, web and email for up to 15 Authorised Users.

1.5 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 30% of the total Hardware Fees for the Active Estate per annum.

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 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 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 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 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 Customer through a suitable fix or workaround. This SLA is measured as the time between the acknowledgement by Garrison of the new incident (when the response SLA clock stops), 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 SLA
Garrison will ship a replacement appliance to Customer the next Business Day after receipt of Customer’s faulty appliance at its UK headquarters in London.

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;
- a) Reasonable efforts to resolve reported Bugs and errors;
- a) Hardware support in addition to the standard 6-month warranty provided with the Hardware; and
- a) Access to Garrison's support centre by phone, web or email for up to 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 20% of the total Hardware Fees for the Active Estate per annum.

2.2 The Fees 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 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 SLA
Garrison will ship a replacement appliance to Customer within five 5 Business Days, after receipt of Customer's faulty appliance at its UK headquarters in London.

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 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 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, Customer may obtain Updates either through email or from the support portal.
- 1.3 Garrison reserves the right to impose additional charges for releases of Software Upgrades; (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 End of support for Software is n-1 minor versions of the Garrison Platform and n-3 minor versions of the Garrison App, where 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 6-month warranty. Support and Maintenance provides extended product support subject to our RMA process. Support and Maintenance includes replacement parts for all hardware elements including Field Replaceable Units (FRUs) like PSUs, fans etc.
- 2.2 End of support for Hardware is typically 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 6 months' notice of end of support, which notice shall not be served earlier than 3 years from the date of sale of the relevant Hardware.

3. RMA PROCESS

- 3.1 Hardware returns will be managed as follows:
 - a) Customer shall log a Support request via web, phone or email per standard support mechanisms;
 - a) Customer shall provide the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information;
 - a) Upon confirmation by Garrison of a defect, Garrison will either ship replacement parts for customer to install (FRUs only), or if Garrison deem the product needs to be returned Customer will be provided an RMA number;
 - a) 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 (United Kingdom);
 - a) Customer shall assume any and all risk of loss of or damage to such Hardware during shipping;
 - a) On receipt of the faulty appliance Garrison will inspect the Hardware for damage;
 - a) Assuming fault is not due to Excluded Maintenance, Garrison will ship an appliance (repair or new) to Customer according to the Hardware break/fix SLA; and
 - a) Where the fault is due to Excluded Maintenance, any repairs or replacements will be undertaken at Customer's cost (such work only to be undertaken with Customer's prior approval).

4. PROFESSIONAL SERVICES

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

Business Day if the call is received before 2pm (during a Business Day). If Customer's site is outside of the UK, we will agree a suitable date and time for the onsite 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 onsite engineering support (charged at double rate), shall be provided on reasonable endeavours and shall be agreed in advance between Garrison and Customer.
- 4.5 Training can be purchased by Customer from Garrison in blocks of 4 hours.

5. ONBOARDING/DEPLOYMENT SUPPORT

- 5.1 Upon Customer's initial purchase of Products, Garrison will provide up to 16 hours of remote support to assist Customer with onboarding and deployment of the Products. Such support does not include product training or on-site support, both of which can be purchased separately as Professional Services 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 Customer 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;
 - a) Spares - Unlicensed 'cold spare' appliances and/or hot-swap (such as power supplies and fans), stored on Customer site in the event of a swap out being required.