

## SCHEDULE 1 SUPPORT SERVICES (NORTH AMERICA)

### 1 Service Description

1.1 Any capitalised terms not defined in the present Schedule 1 shall take the meaning as set out in the Terms and Conditions (UK and Rest of the World) available at [www.garrison.com/legal](http://www.garrison.com/legal), as amended from time to time.

a) **“Functional Enhancements”** means any improvements in the Product that go beyond basic maintenance or bug fixes and might involve new features, significant changes in how existing features work, improvements in efficiency, or additions that make the Product easier or more effective to use.

1.2 The Support Services provide Customer with the following:

a) access to the latest Software Upgrades and Updates as described in Section 3.1 of this Schedule;

b) Hardware support above and beyond the Warranty, subject to Section 3.4 of the Terms and Conditions (North America);

c) Software Incident support as described below for each Level of Support; and

d) access to Garrison’s Customer support center by phone, web and email for up to fifteen (15) Authorized Users during the service hours specified below for each Level of Support.

1.2 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.

1.3 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.

### 2 Levels of Support

2.1 The Level of Support purchased by Customer is set out in the Order. There are two Levels of Support: Standard or Premium as further described below. Garrison will use its reasonable endeavors to comply with the Service Levels set out below, though given the unknown nature of the type or recurrence of the fault, compliance by Garrison with the Service Levels cannot be assured.

<b>Standard Support - SLA</b>				
<b>Service Hours</b>	<b>Software Incident SLA</b>	<b>Hardware Break/Fix SLA</b>		<b>Reporting</b>
		<b>RMA</b>	<b>FRU</b>	
Business Hours only.	Only reasonable endeavors to respond to (but not to resolve) identified software incidents.	RMA shipped to Customer within <b>five (5) Business Days</b> , after receipt of Customer's faulty Hardware appliance at Garrison's designated facility in the US.	FRU shipped to Customer within <b>five (5) Business Days</b> after confirmation of an FRU failure by Customer.	None.

*Table 1*

Premium Support - SLA				
Service Hours	Software Incident SLA	Hardware Break/Fix SLA		Reporting
		RMA	FRU	
24 x 7 x 365  (phone support only outside Business Hours).	Response Time and Resolution Time Service Levels as per Table 3 below	RMA shipped to Customer within <b>next Business Day</b> after receipt of Customer's faulty appliance at its designated facility in the US.	FRU shipped to Customer within the <b>next Business Day</b> after confirmation of an FRU failure by Customer.	Monthly (against immediately preceding month).

Table 2

Premium Support - Software Incident SLA				
Priority	Impact	Response Time	Resolution Time	Conditions
Urgent	<ul style="list-style-type: none"> <li>Product rendered unavailable or unresponsive in a live Production deployment and requires immediate fix.</li> </ul>	15 minutes	4 hours	Requires a phone call from Customer to log an Urgent ticket
High	<ul style="list-style-type: none"> <li>Sub-component or major application in a live Production deployment not functioning as described.</li> <li>Major performance degradation of a live Production environment.</li> </ul>	2 hours	16 hours	Requires a phone call from Customer to log a High priority ticket
Normal	<ul style="list-style-type: none"> <li>Minor application not functioning as documented.</li> </ul>	5 Business Hours	32 Business Hours	In Business Hours only
Low	<ul style="list-style-type: none"> <li>General usage question.</li> <li>General information requests.</li> <li>Feature requests.</li> </ul>	8 Business Hours	N/A	In Business Hours only

Table 3

2.2 For the purposes of Table 3 above:

**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 (having followed Garrison's instructions) through a suitable fix, workaround, or action plan to resolve in full. 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 as set out in the table above, and the time at which the incident is set to "solved" by Garrison.

### 3 Other General Provisions on Support Services

The following additional provisions apply in relation to Support Services irrespective of the applicable Level of Support.

#### 3.1 Software Upgrades

3.1.1 During the Support Term, Garrison shall notify Customer of Updates. Garrison may designate a particular release of the Product as an Upgrade at its sole discretion.

3.1.2 Unless Garrison directs otherwise, Customer may obtain Upgrades either through email or from the support portal.

- 3.1.3 Garrison reserves the right to impose additional charges for releases of Software Upgrades (i) implemented at Customer's request and (ii) that provide additional features or perform additional functions not provided or performed by the Software.
- 3.1.4 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). When a new major release is issued Garrison will support the previous version (which will be the last minor release of the previous major release) for a period of 6 months.

### 3.2 RMA Process

- 3.2.1 Hardware returns for repair or replacement will be managed as follows:
- a) Customer shall log a support request via web, phone or email per standard support mechanisms;
  - b) Customer shall provide the part number; serial number; quantity; 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 Customer to install (FRUs only) or if Garrison deems that the Product needs to be returned, Customer will be provided an RMA number;
  - d) 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 the US;
  - e) Customer shall assume any and all risk of loss 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 Customer's expense (such work only to be undertaken with Customer's prior approval).
- 3.2.2 All parts and components removed from the Hardware in the course of performing the Support Services shall no longer constitute part of the Hardware.
- 3.2.3 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.

### 3.3 Access to Functional Enhancements

- 3.3.1 The Support Services under this Schedule 1 do not provide automatic access to Functional Enhancements. Garrison reserves the right to separately charge for Functional Enhancements.

### 3.4 Excluded Maintenance

- 3.4.1 Garrison is not obliged to perform any Excluded Maintenance. Excluded Maintenance means the maintenance arising out of:
- a) the fault or negligence of Customer, its employees, agents or contractors;
  - b) Customer's failure to comply with these Terms and Conditions (US);
  - c) Customer's failure to provide reasonable cooperation (having due regard to Customer's skills, capacity and knowledge) to Garrison in helping to identify the 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 and Conditions (US);
  - e) 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 authorized 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, 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 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.
- 3.4.2 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 Customer shall pay, the additional charges for the Services in respect of that work.