

COMMERCIAL SUPPLIER LICENSE AGREEMENT

This Commercial Supplier and License Agreement (“Agreement”) is between the “Customer”, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, Contractor acting on behalf of Bastille Networks, Inc., (“Company” or “Supplier”) with its principal place of business at 101 2nd St., Suite 510, San Francisco, CA 94105 USA. This Agreement governs the Customer’s use of the Supplier’s Hardware (as defined below) and Software (as defined below) and the Supplier documentation made available for use with such Hardware and Software. “You” or “Customer” or “Licensee” means the Government Customer (Agency) identified in the applicable Purchase Order, Annex, Statement of Work or similar document (“Order”).

TERMS AND CONDITIONS

1. SCOPE; RESTRICTIONS

1.1. Hardware. Bastille will invoice Customer for all applicable Fees as set forth on an Order and Bastille will supply Customer with the hardware (which may consist of sensors and non-sensors) set forth on an Order (“Hardware”).

1.1.1. Ownership. Unless and until Customer opts to purchase the Hardware per Section 3.1.1, Bastille shall retain all right, title and interest in and to the Hardware (subject to Section 3.2). Upon termination or expiration of this Agreement for any reason Customer will return to Bastille all Bastille Software and Hardware. Subject to Customer’s compliance with the terms and conditions of this Agreement, Bastille grants Customer a nonexclusive, nontransferable, non-sublicensable license, during the Software Term specified on the applicable Order, to use the object code version of any software specified on an applicable Order and any firmware incorporated into or installed on the Hardware (collectively “Software”) only as necessary for Customer to use the Hardware for the purpose of monitoring, reporting and analyzing radio frequency (“RF”) activity at Customer’s premises - all only in accordance with Bastille’s applicable user documentation (or other Bastille-provided written instructions) (“Documentation”) - and only in and as part of the specific Hardware into which it is incorporated by (or on behalf of) Bastille. Except for the license granted under this Section, Bastille and its licensors shall retain all rights, title, and interest in and to the Software and all copies thereof. The Hardware and Software shall be collectively referred to as the “Products”.

1.2. Implementation Services. If specified in an applicable Order, Bastille will use commercially reasonable efforts to provide the implementation services as may be mutually agreed upon in an applicable Statement of Work (“Implementation Services”).

1.3. Restrictions. Customer agrees that the Products are for Customer’s internal use (and not for resale or for the benefit of any third party). Customer will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of any Product, including the proprietary configuration and components of any Hardware (except and solely to the extent that such restrictions are prohibited by applicable statutory law); (ii) modify, translate, or create derivative works based on any Product; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to any Product; (iv) use the Products for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (v) remove or otherwise alter any proprietary notices or labels from the Products or any portion thereof. Customer will use the Products only in compliance with (a) the applicable Order, (b) the rights granted hereunder, and (c) in accordance with all applicable laws and regulations, including, but not limited to, laws related to privacy (whether applicable within the United States, the European Union, or otherwise), intellectual property, consumer protection, child protection, obscenity, and defamation. Customer shall not make any representations, warranties, or guarantees with respect to the Products that purport to be by or on behalf of Bastille, to any person or entity.

1.4. Restricted Rights. The Products and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to the restrictions set forth in FAR 12.212 and DFAR 227.7202. No other FAR, DFAR or any other governmental or other terms apply unless explicitly set forth on the Order.

1.5. Intellectual Property Ownership. Except for the rights expressly granted under this Section 1, Bastille retains all right, title, and interest in and to the Products (and all data, software, products, works, and other intellectual property created, used, or provided by Bastille for the purposes of this Agreement, including without limitation inputs into Bastille’s analytics engine). To the extent Customer provides Bastille with any feedback relating to the Implementation Services and Support Services (defined below) specified in an Order (collectively, the “Services”) or Products (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) (“Feedback”), Bastille shall own all right, title and interest in and to such Feedback (and Customer hereby makes and agrees to make all assignments necessary to achieve such ownership).

1.6. Access. Customer shall be solely responsible for distributing the passwords to Customer’s users (the “Authorized Users”) for access to and use of the Products. Customer acknowledges and agrees that Authorized Users’ access to the Products shall be expressly conditioned on Authorized Users’ agreement to the terms of this Agreement as well as Bastille’s terms of service and privacy policy. Customer shall be responsible for assigning roles and authority levels with respect to the Authorized Users’ access to the Products and be responsible for the conduct of Authorized Users who access the Products. Customer acknowledges and agrees that Customer is responsible for strictly maintaining the confidentiality and integrity of passwords.

2. RESERVED

3. TERM; TERMINATION

3.1. Term. Subject to earlier termination as provided in the applicable Order and below, this Agreement shall commence on the Effective Date and shall continue until the termination or expiration of the last portion of each Order to terminate or expire. The term applicable for each Product shall be as specified in the applicable Order and shall continue as set forth below.

3.1.1. Bastille Hardware Term. For Bastille Hardware, the term of the right to use Bastille Hardware shall begin upon the date specified in the applicable Order and shall continue for the applicable term specified in such Order ("Hardware Term"). Unless otherwise specified in the Order, the Fees for such renewal period shall be Bastille's then-current Bastille Pricelist. At the end of any Hardware Term, Customer may elect to purchase all of each category of Bastille Hardware (i.e., all the sensors and/or all of the non-sensors, but not less than all of a category) at a price that is equal to the initial Hardware fee and setup fee for each item of Hardware specified on the applicable Order in accordance with the Bastille Pricelist, in this event, Customer shall issue a purchase order for the desired Hardware. Upon payment of such amount, such applicable Bastille Hardware shall be deemed to be owned by Customer and all right, title and interest thereto shall transfer to Customer upon receipt of such amount.

3.1.2. Hardware Support Services Term. Support Services for Hardware shall begin upon the date specified in the applicable Order and shall continue for the applicable term specified in such Order ("Hardware Support Term"). Unless otherwise specified in the Order, the Fees for any renewal of the Hardware Support Term shall be Bastille's then-current Bastille Pricelist.

3.1.3. Software License Term. For Software that is not subject to a perpetual license, as specified on an applicable Order, the license to such Software shall begin upon the date specified in the applicable Order and shall continue for the applicable term specified in such Order ("Software Term"). Unless otherwise specified in the Order, the Fees for any renewal of the Software Term shall be Bastille's then-current Bastille Pricelist..

3.1.4. Software Support Services Term. Support Services for Software shall begin upon the date specified in the applicable Order and shall continue for the applicable term specified in such Order ("Software Support Term"). Unless otherwise specified in the Order, the Fees for any renewal of the Software Support Term, shall be Bastille's then-current Bastille Pricelist.

3.2. Termination. Termination of this Agreement or any order under this Agreement shall be governed by the applicable prime contract with Customer.

3.3. Effects of Termination. Upon termination or expiration of this Agreement for any reason, all rights granted herein to Customer will terminate, the Support Services for Hardware and Software will be terminated, and Customer will make no further use of the Software. Notwithstanding anything to the contrary herein in the event of any early termination of this Agreement, the Hardware Term, Hardware Support Term, Software Term or Software Support Term, no prepaid fees shall be refunded. The following provisions will survive termination or expiration of this Agreement: Sections 1.3, 1.4, 1.5, 1.6, 2, 3.3, 4, 5.4, 6, 8, 9, and 10.

4. CONFIDENTIALITY

During the term of this Agreement, each party ("Disclosing Party") may provide the other party ("Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"). All materials and information provided by Disclosing Party to Receiving Party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that Receiving Party reasonably should have known was the Confidential Information of Disclosing Party, shall be considered Confidential Information. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section 4 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by Receiving Party independently from Disclosing Party's Confidential Information without use of or reference to such Disclosing Party's Confidential Information, (iii) is rightfully disclosed to Receiving Party by a third party without restriction, or (iv) was in Receiving Party's lawful possession without restriction prior to the disclosure to Receiving Party and was not obtained by Receiving Party either directly or indirectly from Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof, provided such notice is not prohibited by Law and uses its best commercial efforts to limit disclosure. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party solely to the limited extent necessary to exercise Receiving Party's rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of Disclosing Party's Confidential Information as this Agreement and (b) all Feedback shall be solely Bastille's "Confidential Information." Bastille recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

5. WARRANTY; DISCLAIMER

5.1. Warranties. Bastille warrants to Customer that: (i) the Software will materially perform in accordance with the applicable Documentation for 90 days after initial delivery to Customer; (ii) any Implementation Services performed by Bastille hereunder will be performed in a workman like manner, in accordance with general industry standards; (iii) the Software as delivered by Bastille does not contain any Trojan horses, worms, or undocumented disabling devices; (iv) it has scanned the Software for known viruses using industry standard virus detection techniques. To the extent it is permitted to do so, Bastille will pass through to Customer any third party warranties in respect of the Hardware.

5.2. Exclusions. Bastille's warranties in this Section 5 shall not extend to problems that result from: (i) Customer's failure to implement all updates issued by Bastille during the warranty period; (ii) any alterations or additions to the Software not performed by or at the direction of Bastille; (iii) failures in operation of the Software that are not reproducible by Bastille; (iv) Software operated in violation of this Agreement or not in accordance with the Documentation therefor or applicable Order; or (v) failures which are caused by Customer's software or other software, hardware or products not licensed or provided hereunder.

5.3. Remedies. For any Software or Implementation Services not in conformance with this Section 5, Bastille will, at its discretion and cost, either repair, replace or reperform the Software or Implementation Service, as applicable. For any Hardware

not in conformance with the manufacturers' warranties, Bastille shall coordinate with the manufacturer any warranty claims. The foregoing states Customer's exclusive remedy, and Bastille's sole liability arising in connection with the limited warranties herein.

5.4. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, BASTILLE DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY AND ALL SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ALL IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OF USAGE IN TRADE. BASTILLE DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRODUCTS OR SERVICES NOR THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, DEATH, OR FRAUD, NEITHER PARTY NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUPPLIERS, SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (C) MATTERS BEYOND SUCH PARTY'S REASONABLE CONTROL (SUCH AS BASTILLE'S SYSTEMS BEING "HACKED" BY A THIRD PARTY, OR DOWNTIME OR ERRORS CAUSED BY THIRD PARTIES); OR (D) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO BASTILLE FOR THE APPLICABLE PRODUCT(S) AND/OR SERVICE(S) AT ISSUE. THE LIMITATIONS ON LIABILITY CONTAINS HEREIN SHALL NOT APPLY TO BREACH(ES) OF SECTION 4, OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS OR BREACH(ES) OF ANY LICENSE RESTRICTIONS. THE PARTIES AGREE THAT THIS SECTION 6 REPRESENTS A REASONABLE ALLOCATION OF RISK.

BASTILLE WILL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE ACTS OR OMISSIONS OF ANY THIRD PARTIES IN CONNECTION WITH THE PRODUCTS OR SERVICE (INCLUDING, FOR EXAMPLE, LANDLORD'S DAMAGE OF THE HARDWARE). NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

7. SUPPORT AND MAINTENANCE

7.1 Support Services. Bastille will provide Customer with the Support Services as set forth on Exhibit A ("Support Services").

7.2 Discontinuance. Bastille may, from time to time, and at its sole option, discontinue the licensing or support of any Product or modify or add any Product. Bastille shall provide 90 days' written notice to Customer prior to discontinuance of any Product. Customer understands and agrees that following any such discontinuance, applicable Software and Hardware products that have been discontinued may no longer work with new versions of the Products and Bastille shall no longer be required to provide Support in respect of such discontinued Products. In the event that Bastille discontinues a Product or modifies the Product in such a way that materially decreases the functionality that Customer has contracted for, Customer shall be entitled to a pro rata refund for any fees prepaid but not used in respect of such Product.

8. INDEMNIFICATION

8.1. Indemnity. Bastille will have the right to defend, indemnify and hold Customer harmless against any third party claims, liabilities or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party that the Software infringes or misappropriates a valid United States patent, copyright or trade secret right of a third party; *provided* that Customer gives Bastille: (i) prompt written notice of any such claim or allegation; (ii) control of the defense and settlement thereof; notwithstanding the foregoing, Licensor acknowledges the U.S. Department of Justice has the sole right to represent the United State in any such action, in accordance with 27 U.S.C. §516. and (iii) reasonable assistance in such defense or settlement. If any Software becomes or, in Bastille's opinion, is likely to become the subject of an injunction, Bastille may, at its option, (a) procure for Customer the right to continue using such Software, (b) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to Bastille, then (c) terminate Customer's license to the allegedly infringing Software and refund to Customer the license fees actually paid for such infringing Software, depreciated on a straight-line basis over five (5) years. The foregoing states the entire liability of Bastille with respect to infringement of patents, copyrights, trade secrets or other intellectual property rights.

8.2. Exclusions. The foregoing obligations shall not apply to: (i) Software modified by any party other than Bastille, if the alleged infringement relates to such modification, (ii) Software combined or bundled with any non-Bastille products, processes or materials where the alleged infringement relates to such combination, (iii) the use of a version of the Software other than the version that was current at the time of such use, as long as Bastille shall have provided Customer with such non-infringing version, (iv) Software created to the specifications of Customer; or (v) infringement or misappropriation of any proprietary right in which Customer has an interest.

9. EXPORT

Customer acknowledges that the Products may be subject to United States or Territory export and import controls, and in its activities in connection with this Agreement, Customer shall at all times strictly comply with all laws, regulations and orders, and agrees to commit no act which, directly or indirectly, would violate any United States or Territory law, regulation or order, including, without limitation, tax, export and foreign exchange laws, export controls imposed by the United States.

10. MISCELLANEOUS

The parties will comply with the additional term and conditions (if any) set forth in an Order. In the event of a conflict between these terms and conditions and the terms and conditions in an Order, the terms and conditions in an Order shall control for purposes of such Order only. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by a party except with the other party's prior written consent in accordance with the MAS. This Agreement, together with the Order, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Customer (before and/or after the Effective Date) will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Bastille to object to those terms, provisions or conditions unless such terms are in a writing signed by both Bastille and Customer which writing specifically states that it is intended to amend this Agreement. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement is the result of negotiations among, and has been received by, the parties and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against either party. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Each party has the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Bastille in any respect whatsoever. Any notices in connection with this Agreement will be in writing and sent by first class US mail or major commercial rapid delivery courier service to the address specified on the Order (or such other address as may be properly specified by written notice hereunder). Copies of all notices to Bastille (which copies shall not constitute notice) shall be given to Ivan Gaviria, Gunderson Dettmer LLP, 550 Allerton St, Redwood City, CA 94063. Email notice shall be authorized to the extent set forth herein. Except as otherwise expressly provided herein, the provisions of this Agreement are for the benefit of the parties hereto and not for any other person or entity. This Agreement shall not provide any non-party with any remedy, claim liability, reimbursement, claim of action or other right in excess of those existing without reference hereto.

This Agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States. When Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Supplier shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

EXHIBIT A

SUPPORT SERVICES

This Exhibit A details Bastille's Support Services:

1. Definitions. Capitalized terms used in this Exhibit A and not otherwise defined shall have the respective meaning assigned thereto in the Agreement.

- 1.1. "Authorized Contact" has the meaning assigned thereto in Section 2.6(e) of this Exhibit A.
- 1.2. "Error" means an error in the Software, which significantly degrades use of the Software as compared to the published and functional performance documentation for the Software.
- 1.3. "Fix" means the repair or replacement of object or executable code within the Software to remedy an Error.
- 1.4. "Service Hours" means 9am to 5pm Eastern time, Monday through Friday except Bastille holidays.
- 1.5. "Severity 1" means that the Software or Hardware is non-operational and there is no known Workaround.
- 1.6. "Severity 2" means a problem with the Software or Hardware that causes a serious disruption which cannot be solved (temporarily) by a Workaround.
- 1.7. "Severity 3" means a non-critical problem in the Software or Hardware where Customer is able to continue to use the Software or Hardware and a Workaround is available.
- 1.8. "Severity 4" means a non-Severity 1, 2 or 3 Error.
- 1.9. "Support" means (a) the provision of Updates related to the Software; (b) assistance by telephone or internet with respect to the use of the Software and Hardware including without limitation (i) clarification of functions and features of the Software and Hardware, (ii) clarification of the documentation, and/or (iii) guidance in the operation of the Software and Hardware; and (c) Error verification, analysis and correction.
- 1.10. "Support Call" means a telephone call or email notification from Customer to Bastille in respect of a Severity 1, Severity 2, Severity 3 or Severity 4 Error.
- 1.11. "Support Reply Time" means the elapsed time during Service Hours between the receipt of a Support Call and the target time within which Bastille begins Support as verified by a verbal or email confirmation to Customer.
- 1.12. "Update" means an update, enhancement, modification, bug-fix, patch or Error correction, that Bastille makes generally available to end users of the Software to whom Bastille owes a support obligation, but excludes hardware, software or services for which Bastille would generally charge an additional fee. Updates shall be deemed to be Software for purposes of the Agreement.
- 1.13. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. Software Support Services. During the applicable Software Support Term and subject to the terms and conditions of the Agreement, Bastille shall use reasonable commercial efforts to provide Support as follows:

- 2.1. **Customer Support Center.** Bastille shall receive Support Calls from an Authorized Contact and assign an Error priority level to the request during Service Hours.
- 2.2. **Support Call Logging.** Bastille shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received with a tracking number within the Support Reply Times.
- 2.3. **Support Reply Times** Support for the Software is available during Service Hours with the following Support Reply Times:

Error Priority	Support Reply Time
Severity 1	60 minutes
Severity 2	60 minutes
Severity 3	24 hours
Severity 4	48 hours

Where Bastille does not acknowledge receipt of a Support Call within the applicable Support Response Times, the following escalation contact protocol shall apply:

Error Priority	Support Reply Time Elapsed	Escalation Contact
Severity 1 and 2	90 minutes	Service Director
Severity 1 and 2	120 minutes	Sr. Vice President
Severity 1 and 2	150 minutes	President & CEO

2.4. Response Following acknowledgement by Bastille in response to a Support Call in respect of a Severity 1 or 2 Error, Bastille will use commercially reasonable efforts to work uninterrupted to provide Customer with a Workaround or Fix. Following acknowledgement of a Severity 3 Error, Bastille will work using commercially reasonable efforts during the period of 9:00 a.m. to 5:00 p.m. Eastern time, Monday through Friday, excluding Bastille holidays, to provide Customer with a Workaround or Fix. Following acknowledgement of a Severity 4 Error, Bastille will use reasonable commercial efforts to incorporate any necessary changes with the next release of the Software, or provide a Fix or Workaround thereto, in its sole discretion.

2.5. Exclusions. If Bastille believes that a problem reported by Customer may not be due to an Error in the Software or Hardware, Bastille will so notify Customer. Support does not include services requested as a result of, or with respect to, causes which are not attributable to Bastille or the Products ("Excluded Services"). Excluded Services will be billed to Customer at Bastille's then-current rates. Causes which are not attributable to Bastille or the

Products include, but are not limited to: (i) modifications made by or at the direction of Customer, other than modifications made by Bastille, to its operating environment, third party software or hardware that adversely affects the Products; (ii) any alterations or additions to the Products not performed by Bastille; (iii) failures in operation of the Products that are not reproducible in standalone form; (iv) Products that are otherwise operated in violation of this Agreement or other than in accordance with the documentation therefor; (v) failures which are caused by Customer or Customer's software or other software, hardware or products not licensed hereunder, including without limitation failures of standard bridges caused by updates to software not licensed hereunder; or (vi) failures in Customer's software or software, hardware or products not licensed hereunder. [The Software and each Update will be supported for twelve (12) months after the succeeding Update is made generally commercially available After such period has elapsed, Bastille's sole support obligation shall be to provide the proper Update of such Software.

2.6. Customer Responsibilities. Bastille's provision of Support to Customer is subject to the following.

(a) Customer is responsible for providing sufficient information and data to allow Bastille to readily reproduce all reported Errors.

(b) Customer shall provide Bastille with necessary access to the Products, personnel and equipment during Service Hours. This access includes the ability to remotely access the Products, subject to Customer's security procedures.

(c) Customer shall document and promptly report all detected Errors to Bastille. At Bastille's direction, Customer shall take all steps necessary to carry out procedures for the rectification of Errors within a reasonable time after such procedures have been received from Bastille.

(d) Customer shall properly train its personnel in the use and application of the Products.

(e) Customer shall appoint a reasonable number of trained individuals to serve as primary contacts between Customer and Bastille regarding the registry and report of Support Calls (each an "Authorized Contact"). All of Customer's Support Calls and Support inquiries shall be initialized through the Authorized Contacts.

3. Hardware Repair and Replacement Services. During the applicable Hardware Support Term and subject to the terms and conditions of the Agreement, Bastille shall use reasonable commercial efforts to provide Hardware Support for Hardware manufactured by Bastille as follows:

3.1. Scope. The support services that Bastille agrees to provide are repair services which are necessary because of any defect which exists in materials or workmanship in the Hardware and components of the Hardware.

3.2. Return. If Bastille's support personnel determine that the reported issue is related to Hardware failure, Customer shall ship, at Bastille's expense, the failed Hardware to the address specified by Bastille support personnel.

3.3. Repair. Bastille will use its reasonable commercial efforts to repair or replace a failed Hardware within seven (7) business days from the date that Bastille receives the failed Hardware from Customer. Bastille reserves the right in its discretion to include in the repaired Hardware embedded software that is upgraded, modified, or different and hardware components that may be new, repaired, or refurbished, provided that the repaired Hardware will have substantially the same compatibility as the failed Hardware and will offer the substantially same functionality as the failed Hardware did when purchased by Customer.

3.4. Replacement Hardware. Bastille may, in its discretion, send to Customer a temporary replacement Hardware ("Replacement Hardware"). Upon receipt of the repaired Hardware, Customer shall ship, at Bastille's expense, to Bastille any Replacement Hardware that may have been provided by Bastille. In the event that Customer fails to return the Replacement Hardware within 10 business days following receipt of the repaired Hardware, Customer hereby agrees to reimburse Bastille for the fair market value of that Replacement Hardware within 30 days of being invoiced for the same by Bastille.

3.5. Support Not Covered. Hardware Support does not include services requested as a result of, or with respect to, causes which are not attributable to Bastille or the Hardware ("Excluded Services"), including without limitation: (i) modification, alteration, customization or additions to any Hardware, including software installation, which is not approved by Bastille; (ii) damage to the Hardware arising out of accident, misuse, abuse, negligence, misapplication, or willful acts of Customer or any third party; (iii) failure to provide the appropriate technical environment (such as correct voltage, fusing, air conditioning, surge protection, etc.); (iv) restoring data to or preserving data on a returned Hardware or (v) preventive maintenance services, installation, deinstallation, relocation services, or operating supplies. Excluded Services will be billed to Customer at Bastille's then-current rates.

THIS EXHIBIT A DEFINES A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. THE SOFTWARE, HARDWARE AND SERVICES RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS EXHIBIT A DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.