



REDSEAL

TERMS & CONDITIONS FOR PROFESSIONAL SERVICES

***** IMPORTANT INFORMATION – PLEASE READ CAREFULLY *****

THESE PROFESSIONAL SERVICES TERMS & CONDITIONS (“AGREEMENT”) ARE EFFECTIVE AS OF THE LATER DATE OF EXECUTION OF THE APPLICABLE STATEMENT OF WORK OR QUOTATION MAKING REFERENCE TO THIS AGREEMENT.

ANY AND ALL REFERENCES TO "CUSTOMER" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE STATEMENT OF WORK OR QUOTATION.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE “CUSTOMER”) AND REDSEAL, INC.

THIS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY PERIODICALLY ENGAGE REDSEAL TO PROVIDE CERTAIN PROFESSIONAL, EDUCATIONAL, OPERATIONAL AND TECHNICAL SERVICES ("SERVICES" OR “PROFESSIONAL SERVICES”) TO CUSTOMER ON A PROJECT BASIS PURSUANT TO A STATEMENT OF WORK THAT WILL BE ENTERED INTO BETWEEN REDSEAL AND CUSTOMER ("SOW") FOR EACH ENGAGEMENT. SOWS MAY, AMONG OTHER THINGS, CONSIST OF (I) A SEPARATELY EXECUTED, LONG FORM SERVICES SPECIFICATION; OR (II) A SHORT FORM SERVICE DESCRIPTION (A “SERVICE BRIEF”). ALL REFERENCES TO SOW SHALL INCLUDE, WHERE APPLICABLE, THE SERVICE BRIEFS.

This Agreement may be superseded by any written agreement signed by both Customer and RedSeal.

1. DEFINITIONS.

A. “Deliverables” means any reports, analyses, scripts, code or other work results which have been delivered by RedSeal to Customer within the framework of fulfilling obligations under the SOW.

B. “Proprietary Rights” means all patents, copyrights, trade secrets, methodologies, ideas, concept, inventions, know-how, techniques or other intellectual property rights of a party.

2. SERVICES.

A. Scope. RedSeal shall provide the services described in a SOW that details the relationship of the parties with regard to a specific project. Each SOW shall (i) be signed by the parties; (ii) incorporate by reference this Agreement; and (iii) state the pertinent business parameters, including, but not limited to, pricing, payment, expense reimbursement, and a detailed description of the Services to be provided. In the case of the Service Brief, related pricing is as stated in a quote to Customer from RedSeal. In case of conflict between the SOW and the terms of this Agreement, the SOW shall normally take precedence. However, to the extent that the SOW contains terms that conflict with terms in the Agreement pertaining to intellectual property and/or proprietary rights, indemnification, warranty (including remedies and disclaimers), and/or limitation of liability, the conflicting terms in the SOW shall supersede those in the Agreement only if the SOW clearly indicates that the parties are intentionally overriding the terms in the Agreement solely for purposes of such SOW. The Professional Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions whether to implement, in whole or in part, any Deliverables, advice, or recommendations are solely Customer’s responsibility. RedSeal is not providing legal or regulatory advice in any Professional Services.

B. Placement of RedSeal Personnel. RedSeal shall have the sole responsibility for personnel placement as well as for all other human resources issues (e.g. vacation). RedSeal will only utilize employees or contractors that are sufficiently qualified. If specific RedSeal personnel cease to perform due to illness, resignation or any other reason, RedSeal shall without undue delay use reasonable efforts to provide a substantially equivalent replacement as soon as reasonably possible. RedSeal’s contact person responsible for liaising with Customer will exclusively be the person identified by RedSeal as being responsible for the project. No employee/employer relationship is intended or shall be established by any SOW.

C. Standard Workday. The standard workday is any eight (8) hour period of work, between 8:00 AM and 6:00 PM EST, Monday through Friday, excluding public holidays at the RedSeal location providing Professional Services.

D. Customer Responsibilities. Customer agrees to provide RedSeal with the full cooperation it needs to perform the Professional Services. This includes timely access to Customer office accommodations, facilities, network, computer systems, and storage equipment. Customer also agrees to provide assistance and complete and accurate information and data from

officers, agents, project sponsors, subject matter experts, and employees as RedSeal may request, in addition to suitably configured, licensed, and operational computer and storage products involved in delivery of the Professional Services. If Customer fails to provide the requisite cooperation on a timely basis, RedSeal will be relieved of any schedule, milestone, or financial commitments associated with the Professional Services. Customer remains responsible for the physical and network security of Customer's environment. Customer shall also perform its specific obligations as described in the relevant SOW, and, if necessary, assist and support RedSeal in the provision of the Professional Services as reasonably requested by RedSeal, and shall provide all conditions in its business necessary for due performance of Professional Services by RedSeal.

E. Each Party shall designate a Project Manager who shall work together with the other Party's Project Manager to facilitate the efficient delivery of the Professional Services.

3. TERM AND TERMINATION.

A. Term; Survival. The term of this Agreement commences on the later date of execution of an applicable SOW and shall remain in effect unless terminated as provided below. Upon any termination of this Agreement, Sections 1, 2, 3, 4, 5, 6 7(B), and 8 through 13 hereof shall survive in accordance with their terms. Termination of this Agreement or any SOW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed, including any Deliverables associated with such Services, as of the date of termination.

B. Termination for Breach. Either party may notify the other in writing in case of the other's alleged breach of a material provision of this Agreement and/or an applicable SOW. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable SOW(s), or the Agreement if the breach affects multiple SOWs, which notice shall take effect upon receipt.

4. PROPRIETARY RIGHTS.

A. Material. "RedSeal Material" means all information systems, software, tools, methods, processes, workflows, data, designs, manuals, and other material owned, licensed to, or developed by RedSeal (or its Affiliates) or that is made available to RedSeal by a third party for RedSeal's use in rendering its performance under this Agreement. RedSeal Material includes and RedSeal shall make available to the Customer, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Agreement, if such availability is necessary for the Customer to receive the benefits of this Agreement.

B. Developed Material. Customer will have the right to use all Product and other work product created by RedSeal for Customer under this Agreement (collectively, "Developed Material") subject to: (a) Customer's payment to RedSeal of any applicable Professional Services fees, (b) Customer's compliance with the terms of the Agreement, any applicable SOW(s), and (c) RedSeal's Proprietary Rights incorporated into any Deliverables. No RedSeal Material shall be Developed Material. All Developed Material, not including Confidential Information, shall be property of RedSeal.

C. License Grant. RedSeal grants Customer a non-exclusive, non-transferable, non-sublicensable license to use, copy, and create derivative works from the Deliverables for Customer's internal business operations, as contemplated by the applicable SOW(s). The license granted in this section does not apply to: (i) Customer-furnished material; (ii) any Products; (iii) any Third-Party Products; or (iv) items licensed or otherwise provided under a separate agreement.

D. No Interference. Nothing in this Agreement will be deemed to prevent RedSeal from carrying on its business or developing for itself or other materials that are similar to or competitive with those produced in accordance with the terms of this Agreement provided they do not use, contain or disclose any Confidential Information or proprietary information of Customer.

E. Proprietary Licenses. Neither Party grants the other, the right to use its trademarks, service marks, trade names, logos or other designations in any promotion or publication without first obtaining the other Party's prior written consent.

F. Title and Ownership Rights. The Customer retains title to and all ownership rights in the Developed Material and all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the Customer (the "Content"), but grants RedSeal the right to access and use Content for the purpose of complying with its obligations under this Agreement and any applicable SOW.

G. Ownership of RedSeal Pre-Existing Materials. RedSeal retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that RedSeal owns at the time this Agreement is executed or otherwise developed or acquired independent of this Agreement and employed by RedSeal in connection with the services provided to the Customer (the "RedSeal Pre-existing Materials"). RedSeal Pre-existing Materials are not Developed Material.

H. Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. RedSeal shall not be limited in developing, using, or marketing services or products which are similar to the Deliverables or Professional Services provided hereunder, or, subject to RedSeal's confidentiality obligations to Customer, in using the Deliverables or performing similar Professional Services for any other projects.

I. Third Party Products. Customer grants RedSeal a non-exclusive, non-transferable right to use Third Party Products that Customer provides for RedSeal's use to perform the Professional Services described in an applicable Service Agreement(s) document. Any configuration or modification that RedSeal makes to any Customer-provided Third-Party Products or work product incorporating Third Party Products is subject to Customer's agreement with the applicable third party.

5. CONFIDENTIALITY.

A. Confidential Information. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled, and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement or any purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which RedSeal may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, RedSeal proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice).

B. Publicity. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this Agreement or any SOW entered into hereunder, without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that RedSeal may identify Customer for reference purposes.

6. PAYMENT TERMS.

A. The Professional Services, if requested, are provided either on a fixed fee or on a time and materials ("T&M") basis as described in the applicable Statement of Work. For fixed fee engagements, Customer shall pay RedSeal the fees stated in the applicable Statement of Work plus all pre-approved travel and living expenses ("Expenses"). For T&M engagements, Customer shall pay RedSeal for time spent performing such Professional Services at RedSeal's standard consulting rates, materials, and all Expenses associated with RedSeal personnel traveling to Customer's site.

B. RedSeal shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SOW. Customer will also pay all related taxes and withholdings, except for those based on RedSeal's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to RedSeal. Subject to RedSeal's credit approval, all amounts are due in the currency stated on the invoice and in full as specified on RedSeal's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

7. WARRANTY.

A. Warranty. RedSeal shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify RedSeal of any failure to so perform within ten (10) days after the performance of the applicable portion of the Services. RedSeal's entire liability, and Customer's sole remedy, for RedSeal's failure to so perform shall be for RedSeal to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate the applicable SOW and refund that portion of any fees received that correspond to such failure to perform.

B. Disclaimer and Exclusions. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, REDSEAL (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY.

A. Limitations on Damages. The limitations, exclusions and disclaimers stated below apply to any and all disputes, claims, or controversies (whether in contract, tort, or otherwise) related to or arising out of this Agreement or any SOW or order ("Dispute"). The terms of this Section are agreed allocations of risk constituting part of the consideration for RedSeal's sale of Professional Services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibility of the liabilities.

- Limitation on Direct Damages. Except for Customer's obligations to pay for services, Customer's violation of the restrictions on use of Professional Services or RedSeal's or its Affiliates' intellectual property rights, each party's total liability arising out of any Dispute or any matter under this Agreement, is limited to the amount Customer paid to RedSeal during the twelve months before the date that the matter or Dispute arose for the Professional Services, or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes.

- No Indirect Damages. Except for Customer's payment obligations and violation of RedSeal's or its Affiliates' intellectual property rights, neither RedSeal nor Customer has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, loss of revenue, loss of data, or loss of use, or procurement of substitute Professional Services.

B. Regular Backups. Customer is solely responsible for its data. Customer must backup its data before RedSeal performs any remedial, upgrade, or other work on Customer's systems. If applicable law prohibits exclusion of liability for lost data, then RedSeal will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.

C. Limitation Period. Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 12 months after the cause of action accrues.

9. TRADE COMPLIANCE.

Customer's purchase of licenses for Software and access to related technology ("Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by RedSeal or its Affiliates and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. Customer understands and will comply with all applicable provisions of the U.S. Arms Export Control Act (AECA) and the U.S. International Traffic in Arms Regulations (ITAR) in Customer's receipt, use, transfer, modification, or disposal of Software. Customer acknowledges that any use, modification, or integration of the Software in or with defense articles or in the provision of defense services is not authorized by RedSeal, and that RedSeal will not provide warranty, repair, customer support, or other services in connection with such end uses. Customer certifies that any software, disk images, or other data provided to RedSeal in connection with the purchase of the Software will not contain technical data, software, or technology controlled by the ITAR or AECA, and that if Customer later returns the Software to RedSeal or grants RedSeal access to the Software, Customer will not include or otherwise make available to RedSeal any such technical data, software, or technology. Customer agrees to indemnify and hold RedSeal harmless for any liability, loss, damage, cost, expense, or penalty arising from Customer's non-compliance with the AECA, ITAR, or the provisions of this Section.

10. NOTICES.

Any notices permitted or required under this Agreement and/or any SOW entered into hereunder shall be in writing and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; or (iv) by email, with confirmation of receipt. Notices shall be sent to the address or email address set forth above, or at such other address or email address as provided to the other party in writing.

11. INDEPENDENT CONTRACTORS.

The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

12. MISCELLANEOUS.

This Agreement and any SOW(s) entered into hereunder (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties. Except for the payment of fees, neither party shall be liable under this Agreement or any SOW because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, cyberattacks, epidemics, pandemics, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. RedSeal shall not be liable under this Agreement or any SOW because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for RedSeal to perform its obligations. Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale of all or substantially all of its assets with or to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit RedSeal's right to assign its right to receive and collect payments hereunder. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement and/or an SOW, shall be null and void and of no legal force or effect. No waiver shall be deemed a waiver of any prior or subsequent default

hereunder. If any part of this Agreement and/or any SOW entered into hereunder is held unenforceable, the validity of the remaining provisions shall not be affected.

13. NON-SOLICITATION.

During the term of this Agreement and for a period of one year thereafter, Customer agrees that it will not solicit for hire, on behalf of Customer or any other organization, any employee of RedSeal, unless Customer has first obtained RedSeal's prior written consent. The foregoing will not prohibit Customer from employing an individual who applies for a position in response to an internal posting, employment advertisement, or other general solicitation of employment, or from hiring individuals that are no longer employed by RedSeal.

14. GOVERNING LAW.

This Agreement is governed by: (i) the laws of the State of California when RedSeal means RedSeal, Inc.; (ii) the laws of the applicable country in which the applicable RedSeal affiliate is registered to do business when RedSeal means the local RedSeal affiliate. In each case, the applicability of laws shall exclude any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, Customer consents to the sole and exclusive personal jurisdiction of the courts of competency in the location where RedSeal is domiciled.

15. CUSTOM APPLICATION SUPPORT.

If Customer elects to receive Custom Application Support for the Services provided by RedSeal to Customer, such Support shall be (i) provided pursuant to the terms and conditions set forth in Exhibit A hereto, and (ii) provided for the period specified in the applicable quotation.

16. TRAINING SERVICES.

If Customer elects to receive Training Services provided by RedSeal, the terms and conditions set forth in Exhibit B hereto shall apply.

EXHIBIT A

CUSTOM APPLICATION SUPPORT

This Exhibit A to the Professional Services Agreement (“PS Agreement”) between RedSeal and Customer (the “CAS Agreement”) addresses RedSeal’s provision of Custom Application Support. Any such support will be provided subject to the terms and conditions of the PS Agreement and those set forth herein. In the event of a conflict between the terms and conditions of the CAS Agreement and the terms and conditions of the PS Agreement, with respect to Custom Application Support, the terms and conditions of the CAS Agreement shall govern.

1. Definitions

Any term not defined herein, but defined in the PS Agreement, shall be deemed to have that definition identified in the PS Agreement.

- (a) “Custom Application Support” means a maintenance program offered by RedSeal on an optional basis which provides its customers with maintenance of custom software developed and/or delivered under a professional services agreement or other equivalent agreement. This optional maintenance program consists of the technical services described in Section 2 below.
- (b) “Custom Application Support Fee” means the fee charged to Customer as quoted by an authorized RedSeal representative for provision of the Custom Application Support described herein, exclusive of any separate time and materials amounts attributed to additional support services which may be performed by RedSeal at the election of the Customer.
- (c) “Error” shall mean any reported malfunction, error or other defect in the custom software that can be reproduced by RedSeal and constitutes a non-conformity from the applicable statement of work.
- (d) “Maintenance Agreement” means an agreement executed by and between Customer and RedSeal which provides the terms under which RedSeal supports Customer’s use of RedSeal’s generally available products.
- (e) “Severe Bug” or “S1 Bug” means a bug that causes a severe problem that prevents customer from performing business critical functions.
- (f) “Enhancement” means an improvement to custom software that results in additional functionality, including upgrades to address patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specifically identified in the Statement of Work.

2. RedSeal’s Obligations

Prior to receiving Custom Application Support, a Customer must have executed and have paid all fees outstanding under the Maintenance Agreement. So long as this CAS Agreement and the Maintenance Agreement remain in effect, RedSeal shall provide the following services to Customer under the Custom Application Support program:

- (a) Provide telephone consultation to Customer with respect to the custom software during the hours in which Customer receives support under the Maintenance Agreement. Calls for Custom Application Support should be directed to the applicable technical support centers.
- (b) Provide initial response within four (4) hours of Customer’s report of all S1 Bugs.
- (c) Isolate and verify S1 Bugs; and correct such S1 Bugs to the extent determined necessary by RedSeal.

In addition to the services described above, at the election of Customer, RedSeal may provide additional support on a separate time and materials basis to address and develop Enhancements and fixes for non S1 Bugs.

3. Customer’s Obligations.

In order to receive the Custom Application Support services described herein, Customer agrees to:

- (a) Continue to subscribe to one of RedSeal’s support offerings.
- (b) Use reasonable efforts to ensure that reported S-1 Bugs have been isolated from the standard RedSeal products to confirm that the S-1 Bug is custom software related. Maintenance and support issues related to standard RedSeal products will be supported under the terms of a separate Maintenance Agreement between RedSeal and Customer.
- (c) Customer must provide, support, and allow RedSeal access to all hardware and software necessary to provide Custom Application Support.
- (d) Identify a single point of contact familiar with the custom software who will be responsible for calling for support.

4. Limitations

Not included in the Custom Application Support services described herein are:

- (a) Repair or replacement of custom software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the custom software by persons other than RedSeal or RedSeal authorized personnel; accident, fault or negligence of the Customer; operator error or improper use or misuse of the custom software; or causes external to the custom software, such as but not limited to failure of electrical systems, or fire or water damage.
- (b) Modification or replacement of the custom software due to incompatibilities in or failure of the custom software resulting from patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specified in the Statement of Work.
- (c) Repair, alteration, or replacement required due to modifications made to the custom software by persons other than RedSeal

or RedSeal-authorized personnel, or the use of the custom software with software or equipment other than that for which the custom software was originally developed.

- (d) Maintenance support due to Customer's noncompliance of the provisions of Section 3 herein.

5. Payment and Term

- (a) Payment of the Custom Application Support Fee shall be due as specified on the RedSeal invoice.
- (b) The initial term of this CAS Agreement shall begin as set forth in the applicable ordering document. Subject to Section 5(c), Custom Application Support may subsequently be renewed on an annual basis, unless RedSeal notifies Customer at least 60 days before the expiration of the initial term or any renewal term of its intent not to renew Custom Application Support.
- (c) Custom Application Support specifically excludes support for any version of the custom software released by RedSeal which has reached its "end of primary support" (EOPS) date, as determined by RedSeal. Each custom software deliverable will reach its EOPS date after a period of not less than twenty-four (24) months following the date of that deliverable's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by RedSeal at its sole discretion. For certain custom software deliverables, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Custom Application Support for custom software which has already reached its EOPS date.
- (d) If Custom Application Support expires or is terminated, and Customer subsequently seeks to reinstate Custom Application Support, Customer shall pay the cumulative (a) Custom Application Support Fees applicable for the period during which support lapsed; and (b) the then- current reinstatement fee, as quoted by an authorized RedSeal representative, distributor, or reseller.

EXHIBIT B

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO REDSEAL TRAINING SERVICES

- (a) All materials provided by RedSeal for training services are the property of RedSeal. Customer shall not duplicate such materials and may use the materials solely in conjunction with the training provided by RedSeal hereunder. Use of RedSeal Training is limited to a single user. RedSeal reserves all rights not expressly granted to Customer in the applicable governing agreement.
- (b) An order for training services is valid for a period of twelve (12) months from the date of purchase (the “Term”) and may not be combined with other discounts, offers or promotions.
- (c) Customer will be invoiced for RedSeal training at the time of order submission and expected to pay in accordance with Section 6 (Payment Terms) of the Agreement.
- (d) Training courses are non-cancelable and non-refundable. Changes to a course order will only be accepted in writing. If for any reason Customer wishes to reschedule a training course, Customer’s request must be received at least ten (10) business days prior to the start date for the scheduled training course for which Customer registered. Full tuition will be charged for rescheduling requests received less than ten (10) business days prior to the start date for the scheduled training course. The same rules apply to any virtually delivered training courses as well. Please note that once activated, any On-Demand training courses may not be substituted for another course, it will be viewed as delivered and consumed.
- (e) In the event RedSeal cancels or reschedules a public open enrollment course, Customer will be notified of such cancellation or rescheduling by RedSeal. Once notified Customer may request a refund or Customer may reschedule Customer’s attendance. In no event will RedSeal be liable for nonrefundable travel arrangements in the event of a course cancellation or rescheduling.
- (f) At the end of the applicable Term, any pre-paid, remaining unused training shall expire and shall be forfeited. No refunds shall be provided based on any remaining, pre-paid unused training. All classes must be registered and attended during the Term; provided, however, if RedSeal cancels and reschedules a class past the “expiration date” of the Term, Customer may attend the next scheduled training class.
- (g) For on-site courses, the Customer shall provide a classroom which will allow sufficient space to accommodate the expected number of students (limit of ten (10) students per class), will support connection to the RedSeal virtual lab environment (if applicable), table space for a computer for each student, a blackboard or whiteboard for instructor use, and an LCD projector for presentations and demonstrations. If space such as a conference room is being utilized as a classroom, it should be located in an area that affords minimal external distractions and noise. A proximity to services such as rest rooms and coffee/food service is also helpful; students tend to maximize their learning experience in a comfortable environment.
- (h) For courses delivered as an on-site course, one trip to the Customer’s location is included in the price of the services. This trip may be up to five (5) days in duration. Any additional travel will require written approval by Customer and will be invoiced at actual cost.