Support Terms

Updated: September 16, 2024

The following descriptions of the Black Duck Software, Inc. ("Black Duck") support services are incorporated by reference into the Master Software as a Service Agreement or any other service agreement ("Master Agreement") entered into between Black Duck and its customers. Any capitalized term not defined herein shall have the meaning ascribed to such term in the applicable Master Agreement.

1. SYSTEM UPGRADES

Black Duck may periodically schedule a maintenance window to conduct upgrades to the Services, during which the Services will not be Available (defined below). Black Duck will use commercially reasonable efforts to inform Customer of the date, time and duration of such maintenance window at least twenty-four (24) hours in advance of the commencement of such maintenance. Black Duck shall take into consideration minimizing the disruption to Customer's use of the Services when scheduling regular maintenance windows.

2. SERVICE AVAILABILITY AND CREDITS

2.1 Service Uptime. Subject to the terms of the Master Agreement, including but not limited to Section 2.3 (Exclusions) below, during the Term the Services for each Application or API shall be Available to Customer not less than 99.5% of the time each calendar month. "Available" means that Black Duck Customers are able to log on to the "WhiteHat Sentinel" website as measured at http://stats.pingdom.com/59rm3ty498cz, as applicable.

2.2 Credits. If the Services for an Application or API are Available less than 99.5% of the time in a particular calendar month during the Term as measured by Black Duck, and Black Duck is unable to provide such Services via mutually agreeable alternative methods, Black Duck will issue to Customer a credit equal to 1/(365*24) multiplied by the then-applicable subscription fee for such Application or API for each hour that the Services for such Application or API were not Available during such calendar month. Such credit will be applied against the next invoice (provided by Black Duck or the applicable Reseller, as appropriate) for such Application or API. In order to obtain a credit under this Section 2.2, Customer must provide Black Duck with written notice of its credit request that identifies the affected Application or API within fourteen (14) days after the date of an availability

violation. Credits under this Section 2.2 are Black Duck's sole liability, and Customer's sole and exclusive remedy, for Black Duck's failure to meet any service uptime levels.

2.3 Exclusions. Customer shall not receive any credits in connection with any failure or deficiency of Services availability to the extent caused by or associated with: (i) a Force Majeure Event; (ii) regularly scheduled or emergency maintenance and upgrades (including, but not limited to the system upgrades described in the MSSA or other applicable master service terms); (iii) any causes attributable to Customer or its contractors, (iv) software or hardware not provided or controlled by Black Duck; and (v) outages elsewhere on the Internet, including but not limited to interruptions at any Customer or third party data center or internet service provider, that hinder Customer's access to the Services.

3. SENTINEL SUPPORT SERVICES

Standard and Premium Support services are offered. Refer to the Support Datasheet for details. The following terms describe Black Duck's standard support offering.

Customer Support. Customer may contact Black Duck customer support using Black Duck's web portal for customer support ("Customer Support Web Portal"), which will be made available to Customer during the onboarding process. From the Customer Support Web Portal, Customer will have the ability to log and track all of its service support requests. Customer will also be able to review a support portal dedicated to documentation relevant to the Services such as service manuals user guides, and other web security information. After the Effective Date of the customer's initial Service Order, Customer will receive an email from Black Duck with a URL link to set up Customer's password for the Customer Support Web Portal. Customer may also contact customer support via email to support@blackduck.com.