

**ThreatQuotient, Inc.**  
**Support Plan Terms & Conditions**

This Support Plan Terms & Conditions Agreement (“Agreement”) is an agreement between You and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of ThreatQuotient, Inc., a Delaware corporation (“TQ”). This Agreement sets forth the terms and conditions under which TQ will provide You certain technical support services (the “Support Services”). TQ will provide You the Support Services described in this Agreement in accordance with the applicable GSA Multiple Award Schedule (MAS) Contract Purchase Order. “You” means the Government Customer (Agency) who, under GSA Schedule Contracts, is the “Ordering Activity” which is defined as “an entity authorized to order under GSA Schedule Contracts as defined in GSA Order OGP 4800.2I, as may be amended from time to time. The Support Services are subject to the following terms and conditions:

**A. DEFINITIONS:** For purposes of this Agreement and the support level guidelines set forth in Section C below (the “Guidelines”), the following terms shall have the following meanings:

1. **Covered Products:** Those TQ products that include Software as specified in a Purchase Order from You awarded to the GSA MAS Contractor. applicable Covered Product as agreed to in the applicable Purchase Order.
2. **Software:** The application component of the Covered Product.
3. **Initial Term:** One (1) year period starting at Effective Date of
4. **Renewal Term:** Any annual term beyond the Initial Term. The level of Support Plan that You select for the Covered Product is governed by the Purchase order.

**B. POLICIES AND PROCEDURES.** The following terms and conditions shall apply to all Support Plan Levels:

1. **Designated Contacts:** Access to Support Services by telephone or on-line via TQ’s website is limited to Your designated contacts. This allows for a centralized and efficient communication channel and it ensures that only Your authorized personnel are exposed to Your sensitive security-related information.
2. **Technical Assistance:** Standard telephone technical assistance is available 0800-1700 ET Monday-Friday for the Covered Products. The GSA MAS Contractor or designee will work on an exception basis based on specific customer requests with sufficient advanced notice. Cases can also be opened via email to support@threatq.com or web submissions and should include sufficient information to diagnose the issue, including at least: a serial number or other identifying info, the product version in use, and a complete description of the issue being experienced.
3. **Updates.** TQ shall make available to You any enhancements to the current version of the Software that TQ generally releases or generally makes available at no additional cost to TQ’s other customers. An Update is any new revision of the Software denoted by a change in any digit to the right of the decimal point in the version number (e.g., 1.0 to 1.1 or 2.0.1 to 2.0.2). You are responsible for acquiring, at Your own cost, any updated or additional hardware, firmware and software necessary to implement or use any Update.
4. **Your Responsibility.** In connection with TQ’s provision of the Support Services, You shall: (1) grant TQ access to and use of information, facilities and personnel reasonably determined to be necessary by TQ to render the Support Services; (2) reasonably perform any tests or procedures recommended by TQ for the purpose of identifying and/or resolving any problems; and (3) implement in a reasonably timely manner all Updates provided by TQ. Your delay or failure to satisfy the foregoing shall relieve, for the duration of such delay or failure, TQ’s obligations under this Support Plan with respect to the Support Services requested.
5. **Consistent Product Coverage.** For each facility at which You have Covered Products, TQ requires that You continuously maintain a Support Services plan for all Covered Products.
6. **Error Reporting:** You may submit to TQ requests identifying potential errors in the Covered Product. Requests should be in writing and directed to TQ as directed by Your TQ registration email with sufficient information to reproduce the error. TQ retains the right to determine the final disposition of all requests, and will inform You of the disposition of each request. TQ periodically publishes "known issue" lists on the support section of its web site, and shall also include "known issue" information with each Update.
7. **Error Corrections:** TQ shall use commercially reasonable efforts to correct any reproducible and material error in the Covered Product with a level of effort reasonably commensurate with the severity of the error as set forth in Section C (Guidelines) below. TQ shall not be responsible for correcting errors not attributable to TQ or that do not relate to

Covered Products. TQ may provide error corrections in the form of an Update.

services may be purchased separately from TQ or the GSA MAS Contractor, as applicable.

8. **Limitations and Exclusions.** TQ provides Support Services only with respect to Covered Products that are free of any additions or modifications that have not been made by or on behalf of TQ or approved by TQ in writing. TQ shall provide the Support Services for the most current major version of the Software and the immediately previous major version of the Software only. In addition, TQ provides Updates only to the most recent version of the Covered Products as used on the platforms and in the operating environments designated by TQ for use with the Covered Products. TQ does not provide Support Services to address problems resulting from: (i) causes other than those arising in the ordinary use; or (ii) the use of third party software, firmware or data, or from the use of hardware, software or firmware not meeting TQ's minimum recommended configuration; or (iii) use other than in the recommended operating environment. Support Services do not include the costs of developing or otherwise providing You with additional features, functionality or customizations to the Covered Products, which additional
9. **Your Suggestions:** Any suggested changes, clarifications, additions, modification or improvements (collectively, "Improvements") to the Software which You suggest to TQ shall constitute an assignment to TQ (without charge) of all right, title and interest in such Improvements. TQ shall have the right, but not the obligation, to incorporate Improvements into the Software as it deems necessary. TQ shall be the exclusive owner of the Improvements, including all intellectual property rights related thereto.
10. **Changes; Additional Services.** The scope of the Support Services and the Guidelines are subject to change based upon TQ's then-current Support Services. TQ shall use commercially reasonable efforts to notify You at least thirty (30) days prior to any material changes in Support Services. TQ agrees not to bill You for any additional services outside the Support Services without a Purchase Order from You.

**C. Guidelines.** The following guidelines shall apply to all Support Plan Levels:

1. **Communication:** The following communication methods are available to obtain assistance from TQ for a technical support issue.
  - Telephone: + 1 ( 7 0 3 ) 5 7 4 - 9 8 9 3
  - Web Support – <https://threatq.com/support>
  - Email Support – [support@threatq.com](mailto:support@threatq.com)
2. **Information required**
  - Contact info (name and email or phone number)
  - Serial number if applicable
  - Version number of the Covered Product
  - Complete description of the issue
3. **Telephone Response.** TQ will answer Your call in the order it is received. During busy times or outside of normal business hours, it may be necessary for You to leave a voice message. All voice messages will be responded to no later than two business hours into the next business day.
4. **Email Response.** During normal business hours TQ will use commercially reasonable efforts to answer email within two hours of receipt. Normal business hours are from 0800-1700 ET Monday – Friday except for holidays. Email received outside normal business hours will be responded to no later than two business hours into the next business day.
5. **Web Response.** During normal business hours TQ will use commercially reasonable efforts to respond within two hours. Normal business hours are from 0800-1700 ET Monday – Friday except for holidays. Web tickets received outside normal business hours will be responded to no later than two business hours into the next business day.
6. **Customer Issue Resolution Process:** Once received by ThreatQ, a qualified Technical Support Engineer (“TSE”) triages the issue to the appropriate resources within TQ. The TSE’s goal is to resolve the technical issue on the first response. If this result is not possible, the TSE will work the technical issue by doing research, by working in the test lab or by engaging other resources at TQ. The TSE’s responsibility is to maintain close coordination and communication with You during this process. If appropriate progress is not being made, the escalation process outlined below is invoked. If the technical issue is determined to be software or operational, the TSE will resolve the technical issue using the tools available including web site download capability, an extensive test lab environment and technical expertise.
7. **Urgency and Escalation Guideline.** You should assign an initial urgency level to all issues submitted to ThreatQ. The TSE, in consultation with You, will verify the urgency and assign a severity level to the technical issue. The escalation process is managed by the TSE in cooperation with You. The escalation process moves from the TSE through TQ’s Operations

Management and Product Development as appropriate. Escalation to Product Development occurs as soon as an inherent, reproducible product technical issue is discovered. The timelines in Table 1 define the normal escalation path through Technical Support during regular business hours. The timelines are based on the urgency (as defined below) of Your issue.

- **Severe.** Covered Product is down. There are no workarounds to restore product functionality. ThreatQuotient places top priority on the technical issue and all necessary resources are immediately assigned to the issue.
- **Moderate.** Significant Covered Product functionality is not working according to Covered Product documentation, or significant business objectives cannot be met. ThreatQuotient places high priority on the technical issue and all necessary resources are assigned to the technical issue, but work is generally performed during normal business hours.
- **Minor.** Minor Covered Product functionality is not working according to Covered Product documentation, or minor business objectives cannot be met. ThreatQuotient puts lower level priority on the technical issue and assigns the appropriate resources to resolve the technical issue within Your reasonable expectations.

**Table 1**

<b>Timeframe</b>	<b>Severe</b>	<b>Moderate</b>	<b>Minor</b>
<b>1 Hour</b>	<b>Support Engineer</b>		
<b>4 hours</b>	<b>Product Engineering Director</b>	<b>Support Engineer</b>	
<b>24 Hours</b>	<b>SVP R&amp;D</b>	<b>Product Engineering Director</b>	<b>Support Engineer</b>
<b>48 Hours</b>	<b>TQ SVP Team, Customer Executive Contact</b>	<b>SVP R&amp;D</b>	<b>Product Engineering Director</b>
<b>96 Hours</b>		<b>TQ SVP team, Customer Executive Contact</b>	<b>SVP R&amp;D</b>
<b>2 weeks</b>			<b>TQ SVP team, Customer Executive Contact</b>

If appropriate progress has not been made, the technical issue will be escalated to Engineering Management, Product Development or both as appropriate. Escalation up through the Engineering Management chain would be initiated whenever the resolution is not meeting Your reasonable expectations or whenever a technical issue has not been resolved within the escalation time frames. Since each situation and each technical issue are unique, there may be some variation in the normal process timing to fit Your particular situation (such as a situation where the TSE is waiting on information from You). Escalation can be initiated from two sources: (i) TSEs are tasked with the responsibility of escalating based on their judgment of both Your situation and the technical situation, and (ii) You are encouraged to seek escalation when a situation is not being resolved in a fashion that meets Your requirements within the scope of the services You have purchased. You can escalate either via the TSE or via Your TQ Account Representative.

If an acceptable workaround can be applied to the issue, then the Urgency will be downgraded to the next level. For example, if a workaround exists and is acceptable for a Moderate issue, then this issue will be downgraded to Minor.

