

This End User Support Policy (“Policy”) sets forth the terms under which Nomadix, Inc., (“Nomadix<sup>®</sup>”) upon Customer’s payment of applicable fees and successful installation, will provide technical support and hardware repair and/or replacement services to Customer for Nomadix Service Engine (NSE) based products, either directly or indirectly through Nomadix authorized service representatives. This Policy includes End User Support Terms and Conditions; Appendix A – End User Support Plan Descriptions; and Appendix B – System Information. All appendices are incorporated into and become a part of this Policy. Nomadix, at its sole discretion, may change this policy at any time.

### **End User Support Terms and Conditions**

**1. Definitions:** In this Policy, the following definitions shall apply:

- a) “Critical Problem (SL1)” means any fault in a System that renders the System inoperative or so impairs its operation as to have a significant adverse impact on the Customer’s production network. Examples of Critical Problems include significant reduction in capacity, creation of a hazard or emergency situation, continuous or frequent instabilities affecting traffic handling capability on a significant portion of the Customer’s production network, and loss of connectivity or isolation to a significant portion of the Customer’s production network.
- b) “Customer Support Center” means Nomadix’ web-based support available at the URL: <http://www.Nomadix.com/support> that provides the Customer access to a database of technical tools, frequently asked questions, documentation, technical notes, product information, bug reporting and resolution.
- c) “Documentation” means user manuals and technical notes provided by Nomadix for use with the NSE Software and Hardware.
- d) “Hardware” means Nomadix hardware that has been supplied to Customer by Nomadix authorized reseller.
- e) “Nomadix” means Nomadix, Inc., or where applicable, it’s authorized service representative.
- f) “Call Center” means the Nomadix Technical Support Center, which is staffed by trained engineers responsible for answering technical questions, diagnosing system problems, and providing work arounds as needed.
- g) “Non-Critical Problem” (SL3 or SL4) means any non-conformance to Documentation that has no impact on the System or network operations.

Examples of Non-Critical Problems include information requests or standard questions on configuration or functionality of equipment.

- h) Severity Level 1 (SL1, Critical): The system is inoperative and Customer’s inability to use the product has a critical effect on Customer’s operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 problem.
- i) Severity Level 2 (SL2, Major): The system is partially inoperative but still usable by Customer. The inoperative portion of the product severely restricts Customer’s operations, but has a less critical effect than a Severity Level 1 condition.
- j) Severity Level 3 (SL3, Minor): The system is usable by Customer, but with limited functions. This condition is not critical and does not severely restrict overall Customer operations.
- k) Severity Level 4 (SL4, Minor, Cosmetic) means the system is usable and the condition does not materially affect Customer’s operations.
- l) “Permanent Solution” means a resolution to a Problem that (i) causes Software and Hardware to substantially conform with the Documentation, and (ii) restores the service and operation of the System without any material loss of functionality. Any Permanent Solution required hereunder will be delivered to Customer as needed and generally in the next regularly scheduled major NSE Software Release.
- m) “Problem” means a Critical Problem, Major Problem, or Non-Critical Problem.
- n) “Problem Report” means a description of the Problem encountered by Customer when Customer submits a request for Technical Support. Each

Problem Report will include a description of how to repeat the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level (SL1 through SL4) as mutually determined by Customer and Nomadix.

- o) "Major Problem (SL2)" means any fault in a System that causes the System to operate at a significantly reduced level of performance and seriously degrades the performance of the Customer's production network. Examples of Major Problems include any reduction in capacity, any loss of functional visibility or diagnostic capability, any loss of routine administrative or maintenance activity, continuous or frequent instabilities affecting traffic handling capability on a minimal portion of the Customer's production network, and intermittent instabilities affecting traffic handling capability on a significant portion of the Customer's production network
- p) "Site" means the physical location where System(s) are installed as specified by Customer from time to time.
- q) "Software" means Nomadix NSE software in object code format incorporated in the Hardware.
- r) "Software Release" means a new production version of the Software.
- s) "Support" means the Technical Support and Hardware repair/replacement services provided by Nomadix as set forth in this Policy.
- t) "Supported Release" means any version of the Software that is no more than Two Major Software Releases old, including current release, or 18 months old, whichever is less.
- s) "System(s)" means the Hardware, Software, Documentation and non-Nomadix products that have been supplied to Customer by Nomadix.
- t) "Technical Support" means the technical support provided by Nomadix under Section 4 of this Policy.
- u) "Work Around" means a temporary resolution of a Problem that restores the service and operation of a System without any material loss of functionality. A Work Around may consist of a patch or instructions on how to avoid a Problem.

- v) "Next Business Day" means the next day excluding Saturday and Sunday. Call need to be accepted prior to 1400 local time. For remote locations, please refer to Appendix C for more information.

## **2. Nomadix Obligations.**

- a) Hardware Repair/Replacement. Nomadix will use commercially reasonable efforts to provide Hardware repair/replacement in accordance with the Hardware Replacement Support Plan selected by Customer and the terms set forth in Section 3 below.
- b) Technical Support. In accordance with the terms of Section 4 below, Nomadix will use its commercially reasonable efforts to:
  - i) Provide Customer access to all Software Releases that Customer has licensed from Nomadix upon their general commercial release;
  - ii) Provide Customer access to Nomadix Call Center;
  - iii) Work with the Customer to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Nomadix management as needed.
- c) Documentation for New Software Releases. Nomadix will supply Customer with the generally available Documentation relating to all new Software Releases provided to Customer.
- d) On-Site Support. In the event a Critical Problem cannot be resolved remotely or by Customer's field engineer, then, upon Customer's request, Nomadix will use its commercially reasonable efforts to dispatch a technician to the affected site. Standard Time and Material and Travel Expense charges will apply. If the Critical Problem for which the technician is requested is not caused by Nomadix equipment, is not repeatable, or no longer exists and, in Nomadix opinion, Customer's first-level support should have been able to determine the aforementioned facts, Customer will be billed at Nomadix then-applicable standard rate for time and materials, and for reasonable travel and living expenses.

- e) End of Life Procedures and Support. Nomadix will provide End Of Life (EOL) notification for discontinued Hardware and spare parts to Customer, either directly, through the Customer Support Center, through our Channel Program Partners or through the Nomadix website. EOL Systems shall be repaired, or replaced with similar products, at Nomadix discretion for up to 3 years after the EOL effective date. In the event such repair or replacement is not covered by a NSS agreement, Customer will be charged for such repair or replacement at the Nomadix then-standard rates. Nomadix supports the then current and One Major Release previous NSE release. Refer to Nomadix Software End of Life policy for additional information.
  
- f) Exclusions. Nomadix is not obligated to provide Support for:
  - i) third party devices (hardware, software cabling, etc. not provided by Nomadix) or problems with the System(s) that are caused by such devices;
  - ii) problems with Systems that have been modified by someone other than Nomadix personnel or Nomadix qualified service technicians;
  - iii) Systems damaged, whether by fire, virus, impact, power surge or otherwise, other than through the negligence or willful misconduct of Nomadix, its agents or employees;
  - iv) problems caused by the use of a System in an environment other than that for which it was designed, as specified in the Documentation;
  - v) problems with Systems where Customer did not provide the following System information: (a) serial number and NSE-ID, (b) configuration, (c) installation address, and (d) site contact person (see Appendix B for details);
  - vi) problems with Software that is not a Supported Release, including Alpha and Beta Code; or
  - vii) problems with Hardware Systems or parts thereof that are 3 or more years past their End of Life date, as provided in Section 2 e) above.

Customer may, at its sole option, request that Nomadix provide Support for one or more of the above excluded problems. If Nomadix does attempt to resolve one or more of the above excluded problems based on Customer's request, Customer agrees to pay for such Support at Nomadix then-applicable rates for time and materials.

### **3. Hardware Repair/Replacement.**

- a) Hardware Return Procedure. In the event of Hardware failure, Customer must contact Call Center for Hardware failure validation and troubleshooting. After Call Center has validated the Hardware failure, Customer will receive a Return Material Authorization (RMA) number. To ensure proper tracking and handling of returned Systems or parts, all equipment returned to Nomadix must have a RMA number assigned prior to their return. Customers that have purchased a Premium-NSS may choose to return defective equipment under either the warranty procedures set forth in Section 3 b) below or the Advance Hardware replacement procedures set forth in Section 3 d) below. Customers that purchased a Standard-NSS Plan or that have not purchased a Nomadix Support Services Plan may return defective equipment only under the warranty procedures set forth in Section 3 b) below.
  
- b) Warranty Repair. Nomadix warranty repair procedures apply to any defective System or part purchased by Customer that is under warranty. If Customer has not purchased a Nomadix Support Services Plan, then Customer may return defective System or parts only under this Section 3 b). Customer is responsible for the cost of returning an inoperative System or part to Nomadix, and the defective equipment will be repaired or replaced at the discretion of Nomadix. Return instructions will be provided to Customer at the time the RMA number is assigned. Nomadix will use commercially reasonable efforts to ship repaired or replaced equipment within 15 business days of receipt of the returned equipment. Nomadix is not responsible for importing the system into any country or any customs duties, value added taxes, or any other duties or taxes.
  
- c) Advance Hardware Replacement. If Customer has purchased Premium-NSS, then Nomadix will provide Hardware replacement to Customer prior to Customer's return of the defective Systems or parts. Nomadix will provide replacement part(s) to Customer and include a return kit with each

replacement part. Provided in each return kit will be a return instruction sheet and a reprinted return label. Customer must follow the return instructions to return the defective Systems or parts within 30 days of failure or pay the purchase price of replacement parts for any Systems. Customer is responsible for backing up, properly storing configuration files and implementation of those setting on replacement hardware. System or defective equipment replacement part will be new or refurbished at the discretion of Nomadix. For US Systems, Premium-NSS will ship out the next business day, if request for replacement part is made and confirmed by 4pm local time on a business day. Refer to Appendix C for additional information for countries outside of North America.

#### **4. Technical Support.**

- a) Software Release. Nomadix will provide Software Releases to Customer as such releases become generally commercially available. Each Software Release will include a written description of the new features and changes included in such release, and such description will also include a discussion of the purpose or reason for releasing the Software Release. Every Software Release will be accompanied by written installation instructions.
- b) Access to Call Center. Customer's access to the Call Center shall be by telephone or email. Customer and Nomadix shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information
- c) Web-Based Technical Support. Nomadix shall post to the Customer Support Center, on a monthly basis, a report listing the following information:
  - i) bugs, errors, or deficiencies in the Software, and the classification of each;
  - ii) any resolutions or fixes; and
  - iii) any available Work Around.
- d) Technical Support Procedures. For each request by Customer for Technical Support from Nomadix, Customer shall provide Nomadix with a Problem Report. Nomadix shall identify each discrete issue relating to a Problem Report with a unique "Case Number" for tracking purposes. Upon request by Customer, Nomadix shall provide a "Status Report" on any Problem logged for Customer provided that Customer identifies the particular Problem by the

Case Number assigned to it by Nomadix. For Problems that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Problem, the expected date that a Permanent Solution will be released, and a description of any known Work Around. For Problems that have not yet been resolved, the Status Report shall include the Case Number, a Problem resolution plan, and a description of any known Work Around. Each Problem logged for Customer shall remain open until closure notification is received from Nomadix and accepted by Customer. By mutual agreement between Customer and Nomadix, Problems shall be categorized according to the priority levels set forth below:

- i) **Severity Level 1 (SL1, Critical):** The system is inoperative and Customer's inability to use the product has a critical effect on Customer's operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 problem. If the Problem is identified as a SL1 Problem, the Nomadix' Customer Service duty manager will be immediately notified of any Critical Problems to ensure engagement of all appropriate resources. Nomadix and Customer shall work continuously, and shall use all commercially reasonable efforts, to work with Customer's dedicated resources to resolve the Critical Problem until a Work Around or a Permanent Solution is successfully implemented. If a Critical Problem is not resolved within a maximum of 1 hour from the time it is classified as such by Nomadix, Nomadix Customer Service will confer with the appropriate Nomadix engineering subject-matter expert. If a Permanent Solution is successfully implemented, but such Permanent Solution cannot be deployed in a System operating in Customer's network without affecting service or operation, Nomadix shall use commercially reasonable efforts to provide Customer with a Work Around. If a Work Around is successfully implemented, a SL1 Problem shall be reclassified to a lower severity level or closed, as appropriate. Subject to the foregoing, Nomadix will use all commercially reasonable efforts to deliver a workaround solution within 24 hours of the Critical Problem having been observed or reproduced by Nomadix.
- ii) **Severity Level 2 (SL2, Major):** The system is partially inoperative but still usable by Customer. The inoperative portion of the product severely restricts Customer's operations, but has a less critical effect than a Severity Level 1 condition. If the

problem is classified as a SL2 Problem, Nomadix and Customer shall work full-time during normal business hours, and shall use all commercially reasonable efforts, until a Work Around or Permanent Solution is successfully implemented. If a Permanent Solution is successfully implemented, but such Permanent Solution cannot be deployed in a System operating in Customer's network without affecting service or operation, Nomadix shall use commercially reasonable efforts to provide Customer with a Work Around. Subject to the preceding sentence, Nomadix will use all commercially reasonable efforts to provide a Work Around or Permanent Solution within 5 calendar days of a Serious problem being reported to Nomadix by Customer.

iii) **Severity Level 3 (SL3, Minor):** The system is usable by Customer, but with limited functions. This condition is not critical and does not severely restrict overall Customer operations. If a problem is classified as a SL3 Problem, Nomadix and Customer shall work full-time during normal business hours, and shall use all commercially reasonable efforts, until a Work Around or Permanent Solution is successfully implemented. If a Permanent Solution is successfully implemented, but such Permanent Solution cannot be deployed in a System operating in Customer's network without affecting service or operation, Nomadix shall use commercially reasonable efforts to provide Customer with a Work Around. Subject to the preceding sentence, Nomadix will use all commercially reasonable efforts to provide a Work Around or a Permanent Solution within 30 calendar days of a Medium Priority Problem being reported to Nomadix by Customer.

iv) **Severity Level 4 (SL4, Minor, Cosmetic):** The system is usable and the condition does not materially affect Customer's operations. Nomadix shall use commercially reasonable efforts to work with Customer during normal business hours to provide information or assistance as requested. Nomadix will use all commercially reasonable efforts to provide a Work Around, Permanent Solution or other requested assistance within 90 calendar days of a SL4 Problem being reported to Nomadix by Customer.

The response times set forth in this Section 4 d) constitute targeted goals of the Technical Support to be provided by Nomadix to Customer, and it is understood that Nomadix shall use commercially reasonable efforts to attempt to resolve any Problems within the

target times set for the relevant priority level. Customer acknowledges the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times shall not constitute a breach of Nomadix obligations under this Policy.

- e) **Email Support.** Email can be used to open a support case, but should only be used for SL3 and SL4 problems to ensure desired response time.
- f) **Escalation Management.** In addition to setting priority levels for reported Customer problems, Nomadix will provide the following systematic escalation management for Problems:

Owner	SL1	SL2	SL3	SL4
Manager, Technical Support	Immediate	12 hours	96 hours	7 days
VP, Customer Support	2 hour	24 hours	N/A	N/A
VP, Engineering	6 hours	96 hours	N/A	N/A
COO	8 hours	96 hours	N/A	N/A
President /CEO	12 hours	N/A	N/A	N/A

**6. Support Fees.**

- a) **Annual Fee.** In consideration for the Support, Customer shall pay an annual fee at Nomadix then-current published list price plus applicable taxes, if any. Nomadix may, at its sole discretion, change such list prices at any time.
- b) **Billing.** Support for the first and subsequent years will be billed at the appropriate rates as determined under 6 a) for the components of the purchased Systems. If Customer purchases Support or has NSS Agreements for additional Systems and requires a co-terminus date for all NSS Agreements purchased by Customer, Nomadix will pro-rate the Annual Fee amount beyond the first year to achieve a co-terminus date for all NSS Agreements. No less than 60 days prior to the expiration of the initial and subsequent one-year terms, Nomadix through its Authorized Partners will endeavor to provide notice of such expiration to Customer and provide a quotation for the annual fees for the subsequent one-year terms. If Customer wishes to continue receiving Support, then Customer shall provide to a Nomadix Authorized Partner a purchase order to



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**Nomadix® Support Services (NSS)**  
**NSS-Premium and NSS Standard**  
**END USER Support Policy**

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match the quotation on or before the expiration date. Upon receipt, the Nomadix Authorized Partner shall invoice in accordance with the terms of this Policy.

- d) Break in Coverage. If Customer does not renew Support, or if the Agreement is terminated for non payment, Customer may reinstate Support by the payment of the Annual Fee. The Support Policy is deemed to have commenced on the date of purchase or the renewal date, as applicable. Where the break in coverage exceeds one year the Customer must purchase a NSE Core Upgrade, plus Support for the subsequent 1 year period, which shall be calculated to begin upon the date of the NSE Core Upgrade purchase



NOMADIX, INC  
Nomadix® Support Services

(NSS)

**NSS-Premium and NSS Standard  
END USER Support Policy**

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**Appendix A  
End User Support Plan Descriptions  
Nomadix Support Services**

**PREMIUM - NSS** - Available with Annual Software License Subscription. Support resources include:

- Access to Call Center – Unlimited number of calls and cases, 24 hours per day, 7 days per week including holidays.
- Web-based Services - Access to online support through the Customer Support Center.
- Software Releases - Nomadix will provide Customer with access to all new Software Releases Customer has licensed when they are made available for general public release.
- Advanced Hardware Replacement as described in Section 3c of the Policy.



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(NSS)

**NSS-Premium and NSS Standard  
 END USER Support Policy**

**Appendix B  
 System Information**

<b>Customer</b> _____ _____ _____	<b>Nomadix, Inc.</b> 30851 Agoura Road, Suite #102 Agoura Hills, CA 91301																								
<b>Case # :</b> _____ <b>Effective Date:</b> _____ <b>Expiration Date:</b> _____																									
<b>SUPPORT SERVICES</b> <b>Standard Support</b> (North America) _____ <ul style="list-style-type: none"> <li>• Coverage includes Call Center (8x5, M-F, local time), Web-based Services, NSE Software Releases and Return to Factory Hardware Repair</li> </ul> <b>Premium Support</b> (North America) _____ <ul style="list-style-type: none"> <li>• Coverage includes Call Center (24x7x365), Web-based Services, NSE Software Releases and Next Business Day Advanced Replacement, Customer Alerts</li> </ul> <b>Software Subscription</b> _____ <ul style="list-style-type: none"> <li>• Coverage includes Web-based Services and NSE Software Releases</li> </ul>																									
<b>Unit(s) covered:</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 25%;">Model</th> <th style="width: 25%;">Purchase Date</th> <th style="width: 25%;">NSE ID</th> <th style="width: 25%;">Serial Number</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Model	Purchase Date	NSE ID	Serial Number																				
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<b>Authorized callers:</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 33%;">Name</th> <th style="width: 33%;">Phone and Fax</th> <th style="width: 33%;">Email Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name	Phone and Fax	Email Address																					
Name	Phone and Fax	Email Address																							
<p><b>** For support please call +1(888)666-2349 in USA, or +(800)6244 5388 for Denmark, Finland, France, Germany, Norway, Switzerland, and UK. For all other international customers please dial +44 207 921 5519 or +63 2410 9903 or +852 3793 5376. All customers may call +1(818)575 2590. – Dial your local international prefix first or + from European mobiles. or email <a href="mailto:supportservices@nomadix.com">supportservices@nomadix.com</a> (please have Case# available). Support information available at <a href="http://www.nomadix.com/support">www.nomadix.com/support</a>.</b></p>																									



**Appendix C**

Advanced Replacement Support Details - Premium-NSS

Premium-NSS will ship out the next business day, if request for replacement part is made and confirmed by 4pm California time on a business day. The tables below detail for countries outside of North America based on our experience, the anticipated time from shipping to arrival in the country listed. Nomadix is not responsible for importing the System into any country, payment of any customs duties, value added taxes, or any other duties or taxes.

Argentina	10 days	Korea	3 days
Australia	5 days	Latvia	Next day
Belgium	Next day	Lithuania	Next day
Brazil	14 days	Luxembourg	Next day
Brunei	4 days	Malaysia	3 days
Chile	7 days	Malta	Next day
China	3 days	Mexico	6 days
Columbia	7 days	New Zealand	3 days
Costa Rica	7 days	Norway	2nd Day
Cyprus	Next day	Peru	6 days
Czech Republic	Next day	Philippines	2 days
Denmark	Next day	Poland	Next day
Dominican Rep	15 days	Portugal	Next day
Egypt	2nd day	Puerto Rico	3 days
El Salvador	11 days	Romania	2nd day
Estonia	Next day	Russia	2nd Day
Finland	Next day	Saudi Arabia	2nd Day
France	Next day	Singapore	Next day
Germany	Next day	Slovakia	Next day
Greece	Next day	Slovenia	Next day
Guatemala	7 days	Spain	Next day
Hong Kong	2nd Day	Sweden	Next day
Hungary	Next day	Switzerland	2nd Day
India	Next day	Taiwan	2 days
Ireland	Next day	Thailand	4 days
Israel	2nd day	The Netherlands	Next day
Italy	Next day	UK	Next day
Japan	3 days	Venezuela	14 days
Kazakhstan	2nd day		