IBM Internet Security Systems Product
Maintenance and Support Policy

IBM Internet Security Systems (ISS) provides product maintenance and technical support services purchased by customer during the period for which the applicable fees have been paid. Maintenance and support services available for IBM ISS products are described below.

Definitions

"Error" - a situation reported by customer where the IBM ISS product does not function according to its current documentation in all material respects.

"Fix" - repair or replacement of binary or executable code versions of the IBM ISS software to remedy an Error, and includes corrections to the product documentation.

"Workaround" - a change in procedures followed by the customer to avoid an Error without substantially impairing use of the IBM ISS product.

1. Standard Technical Support:

A. Knowledgebase, Telephone and Electronic Support:
Technical support provides 24x7x365 online knowledgebase, telephone and electronic support for all IBM ISS products. Technical support includes troubleshooting and workaround assistance, with limited installation and configuration advice. If your education or consulting needs are outside the scope of technical support, IBM ISS may refer you to the IBM Managed Protection Services (MPS) for assistance. IBM ISS Technical Support does not provide support for software or hardware developed by a third party. IBM ISS offers an in-depth, online support knowledgebase providing answers to many customer questions. For those questions not answered by the knowledgebase, trained Technical Support personnel are available to handle inquiries concerning use of the IBM ISS product.

Technical support includes answering questions and providing a reasonable level of guidance to the customer about the use of the product, responding to reports of Errors and determining if the reported Error is a result of a problem in the product or an environmental or installation problem. The customer is responsible for providing information and documentation sufficient for IBM ISS to reproduce the Error including a detailed written description of the problem, log files, core dumps, data files, and any other information reasonably requested by IBM ISS.

IBM ISS provides Technical Support for the most recent version of a product; and for the immediately prior version of a software product, which in some cases may consist of advising the customer to upgrade to the most current version.

B. Software Error Corrections:
IBM ISS will use commercially reasonable efforts during normal company business hours to correct Errors in the current version of the IBM ISS software in a timely manner by providing the repair or replacement of object or executable code versions of the IBM ISS software. An IBM ISS Technical Support representative will endeavor to resolve
suspected Errors at the time of the initial call or electronic response. If the Technical Support representative cannot resolve the matter during the initial call or in the electronic response, the request for service will be logged and a Technical Support Engineer will continue to investigate the incident. If the Technical Support Engineer is unable to resolve the error, the error will be escalated to a Senior Technical Support Engineer. Escalation timeframes may vary depending on the priority and severity of the error. If the Senior Technical Support Engineer is unable to resolve the error, the error will be escalated to IBM ISS Product Development and will be tracked by an Escalation Engineer within Technical Support.

The Customer may report a suspected Error, and designate its priority level, to IBM ISS by telephone or electronically. Upon receipt of the report, IBM ISS will respond and provide a Fix or Workaround as follows:

**Priority 1 - Critical Priority** - A Critical Priority Error renders the software inoperable or causes the software to substantially fail. Examples of Critical Priority Errors may include blue screen, file corruption, or program hangs requiring reboots. IBM ISS will use commercially reasonable efforts to: (a) have a Technical Support Engineer initially respond to an unresolved Error within two (2) hours of the time the incident is logged, (b) provide customer with daily reports on the status of the corrections, (c) provide customer with a Workaround or Fix within (10) business days, and (d) include a Fix for the Error in the next major release of the software.

**Priority 2 - High Priority** - A High Priority Error substantially degrades the performance and/or causes serious limitations in the use of the software. Examples of High Priority Errors may include: lack of functionality as designed, or workaround(s) provided that are difficult to implement. IBM ISS will use commercially reasonable efforts to: (a) have a Technical Support Engineer initially respond to an unresolved Error within four (4) hours of the time the incident is logged, (b) provide customer with frequent reports on the status of the corrections, (c) provide customer with a Workaround or Fix within (30) business days, and (d) include the Fix for the Error in the next major release of the software.

**Priority 3 - Medium Priority** - A Medium Priority Error has minor impact on overall software use. Examples of Medium Priority Errors may include: data content formatting or representation inconsistencies, issues that are cosmetic in nature, or enhancement requests. IBM ISS will use commercially reasonable efforts to: (a) have a Technical Support Analyst initially respond to an unresolved Error within eight (8) hours of the time the incident is logged, and (b) include a Fix for the Error in a future release of the software.
C. Appliance Advance Hardware Exchange:
In the event of IBM ISS appliance hardware failure, the user of the IBM ISS appliance should contact IBM ISS Technical Support for assistance in troubleshooting the problem. IBM ISS Technical Support will diagnose the problem and attempt to resolve the issue with the user over the phone. If appropriate, IBM ISS Technical Support will instruct the user to restore the appliance hard drive image to its factory default settings by using the recovery CD included with the original appliance shipment. To be eligible for technical support, the IBM ISS appliance product must be in good operating condition and at revision levels supported by IBM ISS.

If, after troubleshooting, the IBM ISS Technical Support representative determines that the appliance hardware is defective and must be replaced, IBM ISS will initiate an advanced exchange of the defective hardware with replacement hardware for eligible customers. To enable IBM ISS to proceed with shipment of replacement hardware, the customer must provide the following information: 1) appliance serial number, 2) customer name and ship-to address, 3) contact person's name, and 4) contact's phone number and email address. Upon receipt of that information IBM ISS will issue a return merchandise authorization (“RMA”) number to the customer contact, and replacement hardware will be shipped to the customer contact's location in the continental United States or Canada within 24 hours for delivery the next business day. Replacement units may be new, reconditioned or functionally equivalent. Upon its receipt of the replacement unit, the customer must return the defective unit in the shipping box and with the prepaid return shipping label provided. In the event the defective unit is not received from customer in good condition (except for defects discovered during troubleshooting) within fifteen (15) calendar days of delivery of the replacement unit, IBM ISS may cancel the applicable RMA and invoice customer the list price plus first year maintenance for the replacement unit. Defective hardware that is timely returned becomes the sole property of IBM ISS upon its receipt. Customer's license to use software on the defective unit also terminates at such time. IBM ISS is not responsible for appliance products returned without a valid RMA. For other locations IBM ISS will use commercially reasonable efforts to ensure that shipment of replacement hardware occurs within the same timeframe.

D. Designated Support Contacts:
Access to IBM ISS Technical Support by telephone or through the online Customer Support Center is limited to the customer's designated contacts. Standard Support customers are provided four (4) designated customer contacts. This enables the customer and IBM ISS to monitor that only authorized personnel are able to adjust the customer's security settings. Further, it allows customers to manage support issues more efficiently by using a centralized approach. Each customer must designate one contact as the Primary Designated Contact (PDC). The PDC acts as the administrator for the designated named contact profiles, and can add or change named contacts online.
2. Software Enhancements and Security Content Updates:

IBM ISS makes software upgrades, improvements, and modifications available to the customer for the most current version of the software, such as improvements in use and usability. IBM ISS will provide customer all such upgrades, improvements and modifications of the software that IBM ISS makes generally available to supported IBM ISS customers and does not market as independent products or modules. IBM ISS makes new security content available to the customer for the most current version of the software, such as attack signatures and security vulnerability checks. Security content for preceding versions is made available to the customer for as long as it is made available to the IBM ISS supported customers generally. Supported customers periodically receive confidential (subject to the confidentiality provisions in the customer’s license) product life cycle information and proactive notification of security alerts/advisories. From time to time IBM ISS may email additional communications to Customer representatives regarding various product or service offerings. Customer or its representatives may unsubscribe by contacting IBM ISS at sales@iss.net and providing the e-mail address to be removed.

3. Optional Upgrades to Standard Technical Support:

The following optional support upgrade offerings are available to customers spending the required annual minimum for IBM ISS technical support, are separately priced, and must be purchased for all of the customer’s supported IBM ISS products during the applicable support period. Optional support upgrades may not be downgraded during the applicable support period. These options are not currently available outside North America. A price quotation for the following upgrade offerings may be obtained from your IBM ISS Sales Representative.

A. Select Support.

In addition to the Standard product Maintenance and Support services described above, “Select” Support includes:

- Direct access to Senior Support Engineers
- Priority initial target response times (1 hour for P1, 2 hours for P2, and 4 hours for P3)
B. Premium Support.
In addition to the Standard Product Maintenance and Support services described above, “Premium” Support includes:

- Assignment of a designated Technical Account Manager (TAM)

- Priority Initial target response times (30 minutes for P1, P2, and P3 during normal hours; after hours: if reported by telephone - 90 minutes, if reported electronically - 2 hours next business day). After hours are 6pm-7am EST weekdays and all of Saturday and Sunday.

- Two onsite optimization review visits by the TAM each support period (2 consecutive days per visit, travel expenses included)

- Two (2) additional designated contacts

- Credits for purchase of IBM ISS training and/or consulting Services - up to $11,000 per support period for bundled Consulting Services (3 day minimum engagement, travel expenses additional), and up to $4,995 per support period for IBM ISS provided Education Services (training at IBM ISS’ Atlanta training facility, or may be used toward purchase of onsite training). Credits may be utilized only as set forth above and unused credits expire at end of each support period.

- 2 seats for the X-Force Threat Analysis Service

4. General:

IBM ISS is not responsible for Errors or other problems due to non-IBM ISS products or services, misuse, accident, damage or modification, or failure to maintain proper physical or operating environment. If IBM ISS reasonably believes that a problem reported by the customer may not be due to an Error, IBM ISS will so notify the customer, and IBM ISS shall not proceed further unless instructed to do so in writing by the customer. If, upon resolution of the problem, it is determined the Error is not due to the IBM ISS product or other conditions attributable to IBM ISS, the customer will be invoiced for time and materials at the IBM ISS then standard rates for the time spent in the resolution process. In connection with its provision of product maintenance and technical support services, IBM ISS may collect personal information regarding users of the products or services. IBM ISS will collect and maintain personal information in accordance with its privacy policy that may be found at http://www.iss.net/ibm_privacy_practices.html.