

STONESOFT

STONESOFT GENERAL TERMS AND CONDITIONS FOR SUPPORT AND MAINTENANCE SERVICES 01-2006

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions shall apply to Support and Maintenance Services to software programs or systems and shall be referred to as the "General Conditions". The General Conditions may be incorporated into an agreement either by reference or by attachment.

1.2 In the General Conditions, the supplying party shall be hereinafter referred to as "Stonesoft" and the purchasing party as the "Customer".

2. DEFINITIONS

2.1 "Affiliate" means any corporation or other entity that owns or controls fifty (50) per cent or more of the outstanding shares (or of a similar equity or other ownership interest) of the Party, or a corporation or other entity whose shares are correspondingly being owned or controlled by the Party.

2.2 "Agreement Document" means any agreement made either in form of a written order together with a written confirmation of order or in form of a separate agreement signed by both parties.

2.3 "Appliance" means those commercially available Stonesoft Products consisting of both a hardware component and Licensed Software.

2.4 "Customer Contact" means a contact person designated by the Customer in accordance with Section 8.1.

2.5 "Error" means any failure of the Licensed Software to conform in any material respects to its specifications.

2.6 License Key(s)" or "License File(s)" mean the code(s) or file(s) provided to Customer by Stonesoft which enables the Licensed Software to operate on the Licensed Server.

2.7 "License Key Delivery Date" means the date Stonesoft delivers the License Key to Customer depending on the case. The License Key will be delivered electronically within three days from the date of delivery of the Product. In order to receive the actual services Customer has to activate the license using the License Key.

2.8 "Licensed Software" means the software licensed to the Customer by Stonesoft Corp. including the software program, original electronic media and all

accompanying manuals and other documentation related to the Licensed Software together with all enhancements, upgrades, and extensions thereto.

2.9 "Office Hours" means hours between 9:00 and 17:00 from Monday through Friday of the Stonesoft's support operation unit closest to the Customer, excluding weekends and Public holidays.

2.10 "Product" means Licensed Software and/or Appliance depending on the case.

2.11 "Response Time" for Support Request is the time starting when Support Request is delivered to Stonesoft and ending when Stonesoft starts working on the problem and/or problem resolution. Same response time applies to subsequent communication.

2.12 "Service Description" means the Stonesoft Service Description valid at any given time for a specific Product. The Service Description may be incorporated into an agreement either by reference or by attachment. The Service Description as of the first effective date of these General Conditions is attached hereto as Exhibit 1.

2.13 "Service Hours" means the hours during which the Services are available for the Customer.

2.14 "Services" means the maintenance and support services and hardware replacement services, when applicable, related to the Product provided by Stonesoft to the Customer as in detail described in applicable Service Descriptions.

2.15 "Support Request" is a service request containing written information of the Customer's system and its network environment, and a detailed written description of the problem,

3. AGREEMENT STRUCTURE

3.1 A Support and Maintenance Agreement binding on the parties (hereinafter "Agreement") shall be made either in a form of (a) a written order and a written confirmation of order or (b) a written Agreement signed by both parties. The Agreement consists of the Agreement Document, the then-current Service Description and these General Conditions

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3.2 In case of a conflict between the agreement documentation the order of preference shall be the following:

1. The Agreement Document
2. The then-current Service Description
3. These General Conditions

3.3 The Agreement Document together with all other agreement documentation specified therein state the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior communications, written or oral, between the Parties.

4. SCOPE OF THE SERVICES

4.1 Stonesoft agrees to provide the Customer with the Services described in the applicable Service Description(s) in a good workmanlike manner and using its own working methods.

4.2 The Services will be given only to releases of the Licensed Software that are generally supported by Stonesoft and only to problems that are reproducible in the release of the Licensed Software running unaltered in an environment supported by Stonesoft.

4.3 Stonesoft will support the latest release of the Licensed Software and the previous release for a period of six (6) months following the subsequent release. For end-of-life Products Stonesoft will provide support up to three years upon advance payment for a fixed period. Such information will be available at Stonesoft's website ([http:// www.stonesoft.com/support/](http://www.stonesoft.com/support/)).

4.4 The annual Service Fee shall not cover and Stonesoft has no obligation to correct Errors that have been caused by (a) amendments, alterations or modifications to the Product made by the Customer or third parties (b) using the Product in a manner that is in violation of the License Agreement or contrary to instructions given by the Stonesoft (c) the Customer's combining or merging of the Licensed Software with any hardware or software not identified as compatible by the Stonesoft or (d) a third-party product. In case it is concluded that a problem identified in a Support Request falls within the category mentioned above, Stonesoft is entitled to charge the Customer for the troubleshooting and identification of the problem in accordance with its then current price list. Such Error(s) will be corrected only if so agreed between Stonesoft and the Customer in which case Stonesoft will charge the Customer on a time and material basis in accordance with its then current price list.

4.5 Any other services, such as (a) any on-site support or assistance at Customer's premises, (b) installation of Licensed Software (c) consulting, (d) any Stonesoft pre-sales operations or training or (e) preparation or delivery of any other documentation than the existing product documentation (for example instructions for Customer specific tasks) are available as advised by support operation unit closest to the Customer. These services are charged separately.

5. SERVICE HOURS AND RESPONSE TIMES

5.1 The different alternatives for Service Hours and Response Times shall be given in the applicable Service Description(s). In case not otherwise agreed in the Agreement Document the Service Hours will be the Office Hours.

6. CUSTOMER RESPONSIBILITIES

6.1 Unless otherwise agreed in writing, the installation of the Products delivered under this agreement shall be taken care of by the Customer.

6.2 The Customer will ensure that Stonesoft receives all necessary and requested information for the performance of the Services, in the agreed form and in accordance with the agreed time schedule. Such information includes at least information of the Customer's system and it's network environment, a detailed written description of the problem, and sufficient evidence of the current support and maintenance contract. The Customer shall be responsible for the correctness of the information supplied to Stonesoft from the Customer.

6.3 Customer agrees to perform certain duties and tasks as may be reasonably directed by Stonesoft in response to the Support Requests such as, but not limited to system restarts, recording of error information and traffic dumps, running of executable diagnostic tests, if any, and running operational readiness tasks.

6.4 The Customer shall always be responsible for making backup copies of his system(s), and for checking their operation as well as for all disaster recovery measures. Stonesoft shall not be liable for any loss or damage caused by damaged, changed, altered or disappeared data contained in the Customer's system(s) nor for the losses caused by their re-creation.

7. PROPRIETARY RIGHTS

7.1 Title to all intellectual property rights in the Product(s) delivered to the Customer by Stonesoft under this Agreement, including all patents, copyrights and other intellectual property rights, shall at all times remain with Stonesoft or third parties. The Customer is granted a license to use the Product(s) under the same terms and conditions as in the applicable License Agreement(s) covering the original Licensed Software.

7.2 The Customer warrants that it has a valid License to the Licensed Software during the term of this Agreement and agrees to confirm this in writing if so requested by Stonesoft. Furthermore, the Customer agrees to indemnify and hold Stonesoft harmless against any and all loss or damage arising from the Customer's failure to have a valid License.

8. CUSTOMER CONTACT AND COMMUNICATION

8.1 The Customer may designate persons as Customer Contact(s) for the Stonesoft. The Customer shall notify Stonesoft on any changes in the Customer Contact. Unless otherwise described in the Service Description(s) all communication related to the

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Services, including Support Requests, shall be delivered to Stonesoft first and foremost by email or otherwise in writing as advised by Stonesoft from time to time. Only secondarily shall communication take place by phone using numbers assigned to Customer by the Stonesoft.

8.2 The language for all communication related to the Services shall be English.

8.3 The Customer acknowledges that any information communicated through public networks such as internet or fax may be altered, modified, damaged or intercepted by third parties during its transmission and that the Stonesoft will not be held liable for any damage thus incurred.

9. FEES AND TERMS OF PAYMENT

9.1 The Customer shall pay to Stonesoft a maintenance and support fee ("Service Fee") as set forth in the Agreement Document and/or applicable price lists. Other charges will be invoiced at Stonesoft's then current applicable rates to the Customer as incurred.

9.2 Stonesoft shall be entitled to amend the Service Fee and/or its price list by giving at least sixty (60) days prior written notice to the Customer. The Customer shall be entitled to terminate the Agreement by giving a written notice to Stonesoft to that effect prior to the effective date of a price increase. Otherwise such changes shall become effective and shall apply as of the effective date specified in Stonesoft's notice, not however earlier than from the beginning of the subsequent service period.

9.3 All fees payable are exclusive of any value added tax (VAT), sales tax and any other applicable taxes, duties or imposts (with the exception only of those based on the income of Stonesoft), which shall also be payable by the Customer in accordance with the local legislation. Each Party shall pay any taxes or levies imposed on it as a result of this Agreement and payments hereunder (including that required to be withheld or deducted from payments) and shall furnish suitable evidence of such payments to the other Party to enable it to obtain any credit that might be available to it.

9.4 All invoices issued by Stonesoft shall be paid by the Customer within thirty (30) days from the date of each invoice. Payment shall be made by direct bank transfer into such bank account in such country as Stonesoft may from time to time nominate.

9.5 All payments by the Customer hereunder shall be made in Euros or United States dollars unless otherwise specified in the Agreement Document.

9.6 Interest on any overdue amounts owed by the Customer hereunder shall accrue at an annual rate of six (6) months USD LIBOR plus four (4) per cent p.a. for the overdue amounts in USD, and at an annual rate of six (6) months EURIBOR plus four (4) per cent p.a. for the overdue amounts in EUR, both calculated from

the date on which such overdue amount became due and payable to the date of the actual payment.

10. LIMITATION OF LIABILITY

10.1 THE CUMULATIVE LIABILITY DURING THE CONTRACT PERIOD OF STONESOFT TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE SERVICES SHALL NOT EXCEED THE SERVICE FEE PAID BY THE CUSTOMER TO STONESOFT FOR THE PREVIOUS SIX (6) MONTHS. ON THE PRODUCT(S) IN QUESTION OR ONE HUNDRED THOUSAND EUROS (100,000€) WHICHEVER IS LOWER.

10.2 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING BUT WITHOUT LIMITATION TO LOSS OF INCOME, PROFITS OR BUSINESS CAUSED TO THE OTHER PARTY BY ANY ACT OR OMISSION BY THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 These limitations will not apply to 1) infringement indemnification obligations hereunder, 2) confidentiality obligations hereunder 3) any liability, including liability based on intent or gross negligence, which under applicable mandatory law may not be excluded or limited.

11. INFRINGEMENT INDENMIFICATION

11.1 If notified promptly in writing of any action (and provided that Stonesoft has been promptly notified of all prior claims relating to such action) brought against the Customer based on a claim that the unaltered Product (excluding third party products) supplied by Stonesoft to the Customer under this Agreement infringes a patent or copyright, Stonesoft shall defend such action at its expense and pay any costs or damages finally awarded in such action which are attributable to such claim, provided that Stonesoft shall have sole control of the defense of any such action and all negotiations for its settlement or compromise.

11.2 If a final injunction is obtained against the Customer's use of the Product by reason of infringement of a patent or copyright, or if in Stonesoft's opinion any of the Products supplied to the Customer hereunder is likely to become the subject of a successful claim of infringement of a patent or copyright, Stonesoft shall, at its option and expense, either procure for the Customer the right to continue using such Software or replace or modify the same so that it becomes non-infringing or, at Stonesoft's election, terminate this Agreement and the Customer a prorated refund (depreciated on a straight-line 3 year basis) for such Product and accept its return.

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11.3 Notwithstanding the foregoing, Stonesoft shall not have any liability to the Customer under this Section if the infringement or claim is based upon (a) the use of the Product in combination with other equipment or software which is not furnished by Stonesoft (if such claim would have been avoided were it not for such combination), (b) Products which have been modified or altered by the Customer or (c) intellectual property rights owned the Customer or any of their respective Affiliates. No cost or expenses shall be incurred for the account of Stonesoft without the prior written consent of Stonesoft.

11.4 THE FOREGOING STATES THE ENTIRE LIABILITY OF STONESOFT WITH RESPECT TO INFRINGEMENT OF PATENTS OR COPYRIGHTS BY ANY OF THE PRODUCTS OR ANY PART THEREOF OR ITS OPERATION.

12. TERM AND TERMINATION

12.1 These General Conditions shall be effective throughout the term of any Agreement Document and shall continue in force until further notice

12.2 Unless otherwise specified in the Agreement Document, the initial Service Period for each Product is always fifteen (15) or thirty-nine (39) months from the License Key Delivery Date. The starting date will always be the same regardless of the date in which the Service is ordered.

12.3 The term of Agreement for third party products is defined in the Agreement document.

13. TERMINATION FOR BREACH

13.1 Each Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party is in breach of any material obligation under this Agreement or the Applicable License Agreement accompanying the Licensed Software and the breaching Party fails to remedy such breach within such notice period.

13.2 When terminated by Stonesoft due to a material breach by the Customer the Service Fee paid by the Customer or any part thereof will not be refunded to the Customer.

13.3 When terminated by the Customer due to a material breach by the Stonesoft, the proportional part of the Service Fee (corresponding to the time left from the Service period after termination) for the on going Service Period will be refunded by Stonesoft.

14. BANKRUPTCY

14.1 Each Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy or debt re-organization, or ceases to conduct business or an equivalent act to any of the above occurs under the laws of the jurisdiction of each Party. In such case the Service Fee paid by the Customer for the on going Service Period or any part thereof will not be refunded to the Customer.

15. CONFIDENTIALITY

15.1 Either Party ("Receiving Party" for the purposes of this Clause 15.) shall not disclose to third parties (excluding Stonesoft's licensors) nor use for any purpose other than for the proper fulfillment of this Agreement any technical or commercial information marked as confidential or reasonably understood as confidential ("Information") received from the other Party ("Disclosing Party") under or in connection with this Agreement without the prior written permission of the Disclosing Party.

However, the confidentiality undertaking mentioned above shall not apply to Information which:

(a) was verifiably in the possession of the Receiving Party prior to disclosure hereunder

(b) was verifiably in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained

(c) was verifiably disclosed by a third party without breach of any obligation of confidentiality owed to the Disclosing Party

(d) was verifiably independently developed by personnel of the Receiving Party having no access to the Information.

15.2 Affiliates of a Party hereto engaged in the performance of this Agreement shall not be deemed to be third parties for the purposes of this Clause 15 on condition that the respective Party ensures full compliance by such Affiliates of all of the provisions of this Clause 15.

15.3 Each Party shall limit access to Information to those of its personnel for whom such access is reasonably necessary for the proper performance of this Agreement and obtain written undertakings of confidentiality from them.

15.4 Notwithstanding the above, neither Party shall be liable to the other for any unauthorized disclosure of Information if it can be established that it has exercised the same degree of care in protecting the Information from such disclosure as it exercises in respect to its own confidential information and business secrets.

15.5 The provisions of this Clause 15 shall bind the Parties for a period of five (5) years from the disclosure of any Information hereunder regardless of any earlier termination of this Agreement.

15.6 Without prejudice to the generality of the above, each Party agrees not to use any of the Information or technology of the other Party for any use or purposes except those expressly specified herein.

16. FORCE MAJEURE

16.1 Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder

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in the event and to the extent that such delay or non-performance is due to an event of Force Majeure.

16.2 A party invoking to a Force Majeure event referred to above shall be liable to inform in writing the other party without delay of the occurrence of a Force Majeure as well as for its termination.

16.3 In the event that the delay or non-performance of either Party hereto continues for a period of six (6) months due to reasons of Force Majeure, then either Party shall have the right to terminate this Agreement with immediate effect without liability.

17. AMENDMENTS

17.1 The Stonesoft may amend the terms of these General Conditions and any Exhibit by giving at least sixty (60) days prior written notice to the Customer. The Customer shall be entitled to terminate the Agreement by giving a written notice to Stonesoft to that effect prior to the effective date of such amendment; otherwise such amendments shall become effective and shall apply as of the effective date specified in the Stonesoft's notice, not however earlier than from the beginning of the subsequent service period.

17.2 Amendments to Service Fee and price list shall be made in accordance with Clause 9.2.

17.3 Other amendments and modifications to this Agreement shall be made in writing and signed by both Parties.

18. ASSIGNMENT

18.1 The Customer shall not be entitled to assign nor transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Stonesoft. Notwithstanding the above, the Customer may transfer this Agreement to any of its Affiliates by giving a prior written notice to Stonesoft.

19. SUBCONTRACTS

19.1 Stonesoft shall have the right to use subcontractors subject to the confidentiality obligation in Clause 15 to perform any of its obligations under this Agreement. The Stonesoft shall be liable for the work done by a subcontractor and for its results as for its own work.

20. GOVERNING LAW AND SETTLEMENT OF DISPUTES

20.1 This Agreement is governed by and shall be construed in accordance with the laws of Finland.

20.2 Any and all disputes that may arise between the Parties under or in connection with this Agreement shall be settled in arbitration in accordance with the Rules of the Arbitration Committee of the Finnish Central Chamber of Commerce pursuant to the regulations in force. The arbitration shall be conducted in Helsinki, Finland, in the English language.

21. MISCELLANEOUS

21.1 No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

21.2 If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

21.3 Headings are used for the purposes of references only and shall not affect the interpretation of this Agreement.

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EXHIBIT 1

SERVICE DESCRIPTION FOR SUPPORT AND MAINTENANCE SERVICES 01-2006

This document describes Stonesoft's Support and Maintenance Services. These services are available when the customer has a valid Support and Maintenance contract. These services consist of (i) the Support services for the software (ii) software maintenance and (iii) hardware replacement services for appliances (when applicable) as described in this document. All services will be provided in accordance with the service level selected for each product.

CHAPTER 1 HANDLING OF SUPPORT REQUESTS

Communication

All communication to Stonesoft shall be channeled through Authorized Customer Contacts by e-mail, telephone, or by using a web form. The email address and phone numbers are available at Stonesoft's web site http://www.stonesoft.com/support/Contact_Information). A web form for Support Requests is available at Stonesoft's website (http://www.stonesoft.com/support/Request_Support/).

The naming and updating of Authorized Customer Contacts is required in order (a) for Stonesoft to ensure that the information in the call is from a legitimate customer source and (b) to provide Stonesoft with up-to-date customer contact information for notifications regarding upgrades, patches, dynamic updates, and other enhancements as they become available.

The preferred way of communication is always by email. The secondary form of communication is by telephone. Any telephone contacts requiring further communication are transferred to e-mail for tracking purposes and to ensure service level.

Call Handling

Upon receiving a support request, Stonesoft shall confirm that the request includes both customer and technical information necessary for a timely and efficient response. The customer shall receive written communication by email from Stonesoft when the call:

- is first received or logged by Stonesoft (automatic notification); or
- requires more information during the troubleshooting process; or
- is responded to and/or resolved; or
- is escalated as described in chapter 2.3.

Chapter 2 SUPPORT SERVICES for the software

Scope of services

Support Services for the software consist of technical support and assistance by e-mail and telephone to the customer using the product. Support Services include receiving, classifying, and logging Support Requests and the assignment thereof to Stonesoft technical specialists who are responsible for troubleshooting the problem until it is resolved.

A problem is considered resolved when:

- The software conforms substantially to its specifications; or
- The customer has been advised on how to correct or bypass the error; or
- The customer has been informed that the correction to the error will be available through a future software upgrade, or through a future dynamic update package, or through a documentation update; or

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- It has been discovered that the problem is a hardware failure and, in case of a StoneGate appliance, the RMA process has been started to replace the unit or the spare part in question; or
- It has been discovered that the problem falls within the category not covered by the service fee, and the customer has been notified thereof.

If a class 1 or class 2 problem (as defined in chapter 2.2) is to be solved with a future software upgrade, or through a future dynamic update package, or through a documentation update, Stonesoft will deliver commercially reasonable efforts to advise the customer on how to bypass the error.

Stonesoft does not guarantee problems will be fixed in any specific time frame due to the fact that Stonesoft products operate in multi vendor environments. It is the goal of Stonesoft to deliver commercially reasonable efforts to satisfactorily resolve each incident using the guidelines of the in Call Classification (chapter 2.2).

The service fee does not cover (a) any on-site support or assistance at Customer's premises, (b) installation of Stonesoft products, (c) consulting, (d) any Stonesoft pre-sales operations or training, or (e) preparation or delivery of any other documentation than the existing product documentation (for example instructions for customer specific tasks).

Call Classification

The following classification will be used to identify the call based on its severity:

Class 1 - Critical Technical Issues consist of a total loss of core functionality in the licensed software or down systems that severely affect the Customer's business operations. Stonesoft and Partner / Customer are willing to provide full-time resources to resolve the issue during the service hours specified in the agreed support service level.

Class 2 - Major Technical Issues include severe performance problems in the licensed software or loss of data that has a noticeable impact on Customer business operations. Stonesoft and Partner / Customer are willing to provide resources during standard business hours to resolve the issue according to the agreed support service level.

Class 3 - Other Issues consist of technical issues that have minor or no impact on business operations, or bug fix and enhancement requests pertaining to software maintenance. Requests for technical assistance during usage of the product always fall into this category. Stonesoft and Partner / Customer are willing to provide resources during standard business hours to provide assistance and information to solve the issue.

Call Escalation

Technical issues that cannot be solved by the Regional Support Center are escalated (based on the above specified Call Classification (chapter 2.2) and the agreed Support Service Level (chapter 5)) either to senior technical specialist(s), technical product management, or Stonesoft Research and Development. Escalation notifications are sent to Support Management to provide additional resources into Class 1 or Class 2 problem resolution. Stonesoft CTO is informed about Class 1 problems by Support services as defined in 2.2 to provide additional resources.

Chapter 3 SOFTWARE MAINTENANCE

Stonesoft shall make new upgrades available for the licensed software. These upgrades include generally available versions, releases, builds, patches and dynamic updates, but exclude new products, and new versions that are licensed and/or charged separately.

Stonesoft licensed software is part of StoneGate appliances. It can also be purchased as a software solution and used in any compatible third party hardware. Stonesoft does not guarantee that the capacity of the sold appliance or third party hardware for which the software solution was purchased will support all future features of the new upgrades or that all new upgrades will be compatible with the purchased StoneGate appliances or third party hardware. However, Stonesoft will provide support to StoneGate appliances until the end of the agreed support period either in form of making new upgrades compatible with StoneGate appliances covered by the support and maintenance agreement or in form of providing support to the previous upgrade.

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All upgrades provided to the customer hereunder shall be governed by the terms of the applicable license agreement and shall be considered licensed software.

Chapter 4 HARDWARE REPLACEMENT SERVICE

All StoneGate appliances have a limited hardware warranty for 15 months starting from the delivery date. For more information, please see http://www.stonesoft.com/support/Hardware_Warranty/.

Hardware replacement service is an extension to the limited hardware warranty and provides better service level to the customer. Hardware replacement service is available to customer for up to 39 months from the license key delivery date if the customer has a valid support and maintenance contract. Hardware replacement service is subject to the terms of the applicable hardware warranty document, with the exception of Warranty Claims, and the following terms and conditions:

Stonesoft will, at its option, replace either defective hardware unit or component with a replacing hardware unit or spare part component that is either new or equivalent to new. Stonesoft may, at its option, use other than the defected product model for replacement unit provided that the replacement model has equivalent or better functionalities than the defected product model.

The defective hardware unit or component must be returned to Stonesoft according to Stonesoft's RMA procedure at customer's expense. The RMA procedure description can be found from http://www.stonesoft.com/support/Return_Material_Authorization/. The end-user /partner must return the product properly packaged, including the entire original hardware unit. In the case of a defective component it is sufficient that only the component in question is returned properly packed. If Stonesoft has not received the returned item within thirty (30) days, Stonesoft will charge for the replacement product at the then current price list including freight charges.

Please note that destination country importation, compliance with the relevant export controls, and customs clearance may impact actual delivery times.

Chapter 5 SUPPORT SERVICE LEVELS

Stonesoft provides the following service levels and response times for its services.

Premium Support

Premium Support offers the customer 24x7 call handling and problem resolution as well as call classification and escalation. Support requests and further communication are responded to within two (2) hours at any given time (24x7). Hardware replacement services are provided during the business hours.

Resolution and troubleshooting is undertaken on a continuous basis at Stonesoft's Regional Support Centers until the problem is resolved as described in 2.1 above.

Stonesoft will ship replacement hardware (a hardware unit or a spare part) within 24 hours (excluding weekends and public holidays) from the receipt of the duly signed Replacement Return Confirmation Form, which is sent to customer after the RMA process is started. If the end-user has purchased a Spare Part Unit (SPU) for their StoneGate appliance, they can replace the defective appliance with SPU appliance and transfer the license to it. Stonesoft will ship the replacement as described above within 3 working days from the receipt of the duly signed Replacement Return Confirmation Form.

If the end-user has purchased a Spare Part for the defected component in a StoneGate appliance (when applicable), they can replace such a faulty part with a Spare Part if needed. Stonesoft will ship the replacement Spare Part within 3 working days from the receipt of the duly signed Replacement Return Confirmation Form.

Basic Support

Basic Support offers the customer 8/5 call handling and problem resolution as well as call classification and escalation. Support Requests and further communication are responded to within one (1) business day based on the office hours of the Stonesoft regional technical support closest to the customer. Resolution and troubleshooting take place during same office hours. Hardware replacement services are provided during the business hours.

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Stonesoft will ship replacement hardware (a hardware unit or a spare part) within 48 hours (excluding weekends and public holidays) from the receipt of the duly signed Replacement Return Confirmation Form, which is sent to customer after the RMA process is started.

If the end-user has purchased a Spare Part Unit (SPU) for their StoneGate appliance, they can replace the defective appliance with SPU appliance and transfer the license to it. Stonesoft will ship the replacement as described above within 3 working days from the receipt of the duly signed Replacement Return Confirmation Form.

If the end-user has purchased a Spare Part for the defected component in a StoneGate appliance (when applicable), they can replace such a faulty part with a Spare Part if needed. Stonesoft will ship the replacement Spare Part within 3 working days from the receipt of the duly signed Replacement Return Confirmation Form.

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