

Support & Maintenance Terms

DEFINITIONS.

"Provider" means SilverbackMDM, or members of the SilverbackMDM group of companies, or its affiliate, or the applicable authorized carrier or reseller.

"Major Release" as used herein means a release of the Software designated by Silverback as a major version release with material enhancements and/or additional features, typically designated either (i) as a change in version number to the left of the decimal and/or (ii) a release of a newly supported handset platform operating system or data source.

"Add-On Products" as used herein means software modules or services provided by Silverback or its partner with functionality and features that are supplemental or additional to core functionality and may be enabled or disabled or held back without delivery by Silverback without disrupting a Customer's use of the Software's functionality.

"Supplements" as used herein means all patches, bug fixes, and minor upgrades (releases without enhancements or new features) of the Software which Silverback makes generally available, typically designated as a change in version number to the right of the decimal place.

"Customer" means an enterprise or government organization that is a licensee for the SilverbackMDM software ("the Software").

"Eligible Customer" means a Customer who is current on support and maintenance payments to Silverback for the entire duration of time for which Customer has had each license.

"Ineligible Customer" means a Customer who is not current on support and maintenance payments to Silverback for the entire duration of time for which Customer has had each license. An Ineligible Customer may become an Eligible Customer with Silverback's written confirmation that such Customer has either satisfied its payment obligations in arrears for licenses previously purchased OR purchased new licenses at the then current license rates.

"Business Hours" means 9am to 5.30pm in the applicable Time Zone, Monday to Friday excluding Public Holidays.

"Time Zone" means Pacific Time for Eligible Customers domiciled in North America; Greenwich Mean Time for Eligible Customers domiciled in Europe; or Eastern Standard Time as observed in Sydney, Australia for Eligible Customers domiciled in Asia Pacific.

1. ESSENTIAL MAINTENANCE (RECEIPT OF FUTURE VERSIONS).

1.1 Eligible Customers: Silverback will make all Major Versions and related documentation available to Eligible Customers for no additional fee when they are generally made available to Silverback's other direct Eligible Customers receiving basic support and maintenance services. Silverback is not required to provide new functionality or new software products, however. Add-On Products associated with a Software Major Version release may be excluded or disabled in Silverback's sole discretion subject to the payment of additional license and/or support fees.

1.2 Ineligible Customers: Silverback shall have the right but never the obligation to provide Major Versions and Supplements to Ineligible Customers, in Silverback's sole discretion. In most cases, Ineligible Customers will be required to restore their Silverback standing on support payments. Ineligible Customers on unsupported Major Versions are at their own risk in any continued use of such versions and must become Eligible Customers to receive any currently supported Major Versions.

2. STANDARD SUPPORT.

2.1 Coverage. Provider will use commercially reasonable efforts to provide Eligible Customers with the following forms of support, which shall be provided solely in English to two (2) certified support contact personnel:

- Online Support Portal providing world wide web access to log support requests and to access Silverback's online knowledge base of technical information
- Support Hours - Email and Telephone support during Business Hours;
- Technical updates containing technical bulletins and bug reports as they are made available;
- to assist Eligible Customers in the installation and implementation of the Software and to provide assistance concerning the identification, diagnosis, and correction of any failure of the Software to substantially conform to the specifications set forth in Silverback's applicable documentation (an "Error"). Support will be provided by Provider only to the Eligible Customer designated contacts, as designated pursuant to an email notice to support@silverbackmdm.com ("Designated Contacts"). An Eligible Customer may change the identity of any Designated Contact upon email notice to Provider sent to support@silverbackmdm.com, provided that at no time will the number of Designated Contacts exceed two (unless optional levels of support are procured - see below). Each Customer will be responsible for providing technical support directly to its users.

2.2 Error Correction. Silverback will use commercially reasonable efforts to correct any material Errors identified by Eligible Customers in accordance with the priority level reasonably assigned to such Error by Silverback. Priority levels may vary at Silverback's reasonable discretion by device and carrier. Customers will notify Provider promptly of any suspected Error and will provide sufficient detail to allow Provider to reproduce the Error on its systems. Provider may perform remote diagnostics to determine the existence and nature of an Error, subject to the Customer's reasonable security policies. Provider is not required to provide Customers any support, maintenance, or other services that are not expressly provided for in these Support and Maintenance Terms or the License. Silverback and Customers may agree on additional support services and compensation, but only in writing. Silverback shall also have the right but never the obligation to provide Error corrections and Supplements to Ineligible Customers, in Silverback's sole discretion.

2.3 Exclusions: Provider will have no obligation of any kind to provide support services for problems in the operation or performance of the Software caused by any of the following (each a "Customer-Generated Error"): (i) non Silverback software or hardware products or carrier network and setup issues; (ii) alteration, damage, or modification to the Software not made or authorized by Silverback; (iii) problems caused by Customer's or its end users negligence, abuse or misapplication, including attempting to use mobile devices, whether certified by Silverback or not, with modified versions of hardware and/or operating system software not provided by the manufacturer (i.e. "jailbroken", "rooted" or equivalent devices) (iv) Customer's use of the Software other than as permitted by the License, by law or as provided in the Documentation, or (v) failure to timely install Supplements. If

Silverback determines that it is necessary to perform support services for a problem caused by a Customer-Generated Error, then Silverback will so advise Customer as soon as reasonably possible and Silverback will have the right to: (a) decline to provide such services; or (b) by agreement with Customer use reasonable efforts to perform such services and invoice Customer at Silverback's then current standard time and materials rates for such services.

2.4 Backward Compatibility: Silverback has no obligation to support, host or maintain more than two Major Versions of the Software (current and previous) at any time. Moreover, within any Major Version, Silverback may require the installation and deployment of the appropriate Supplements as a condition to its support obligations. Ineligible Customers on unsupported Major Versions are at their own risk in any continued use of such versions and must become Eligible Customers to receive any currently supported Major Versions.

2.5 Customer's Obligations: Silverback will have no liability for any changes in Customer's hardware, software, or other systems which may be necessary to use the Software due to the installation of a Supplement. Customer will cooperate with Silverback from time to time as reasonably requested by Silverback in connection with the provision of support services, including promptly providing Silverback with reasonable remote access to Customer's servers and software to the extent necessary to provide the services and always subject to Customer's reasonable security policies.

3. OPTIONAL/EXTENDED SUPPORT.

Extended Plan

Includes all of the services described above as well as:

- 3 Designated Contacts - Customer can designate an additional certified support contact (for a total of three) who can contact Silverback for support.
- Support Hours - Email and Telephone support is available from 8am to 8pm in the applicable Time Zone, Monday to Friday excluding Public Holidays.
- Upgrade Support - Remotely upgrading the production server with new software upgrades and service releases.
- Priority Queuing - Priority status when calling for telephone support.

Premium Plan

Includes all of the services in the Extended Plan as well as:

- 6 Designated Contacts - Customers can designate 3 additional individuals (for a total of six) who can contact Silverback for support.
- Advanced Engineer Team Access
- Non production server support - support for a second lab/test server deployment
- Support for Client Certificate Authentication
- Designated Technical Account Manager - A single point of contact for regular ongoing communication and resolution of any outstanding issues.

Premium Plus Plan

Includes all of the services in the Premium Plan as well as:

- Support Hours - Email and Telephone support is available from 8am to 8pm in the applicable Time Zone, 7 days a week excluding Public Holidays.
- 8 Designated Contacts - Customers can designate 2 additional individuals (for a total of eight) who can contact Silverback for support.
- Early access to Software Releases
- Quarterly Service Delivery Plan

Platinum Plan

Includes all of the services in the Premium Plus Plan as well as:

- Support Hours - Email and Telephone support is available 24 hours a day 7 days a week excluding Public Holidays in the applicable Time Zone.
- 10 Designated Contacts - Customers can designate 2 additional individuals (for a total of ten) who can contact Silverback for support.