

IGEL SOFTWARE AND HARDWARE SUPPORT TERMS
STANDARD SUPPORT

These **IGEL Software and Hardware Support Terms** (“**Support Terms**”) are between IGEL America Sales Corp. (“**IGEL**”) and the customer (“**Customer**”) identified in the applicable Order Form (defined below) for the support and maintenance of the Products (defined below) by IGEL. These Support Terms are for the Product(s) listed in and for the period specified in the applicable Order Form (the “**Effective Period**”). Certain restrictions may apply and are located on our website www.igel.com.

1. General; Technical Support Response; Communication Levels.

A. Generally. If Customer believes a Product is experiencing an Error (as defined below), Customer may contact IGEL Technical Support team (“**Support Team**”) as specified in <https://support.igel.com/overview.html>. Once the Support Team has confirmed that the Customer owns the Product and the Product is covered by a current warranty for Hardware (as defined below) or a current Support Services (both support and maintenance) subscription for Software (as defined below), they will assist that qualified Customer (“**Qualified Customer**”) in addressing the Error in accordance with IGEL’s support response times. IGEL and the Customer will jointly agree on the priority level assigned to an Error.

B. Hours; Response Times; Support Levels.

IGEL will, via email or telephone, provide Support Services to Qualified Customers from 9:00 AM to 6:00 PM (Eastern Time) Monday through Friday (excluding U.S. national holidays) 8:00 AM to 5:00 PM CET (Central European Time) Monday through Friday (excluding German national holidays). At any time, Qualified Customers may access IGEL support knowledge bases, FAQs, and tutorials through the IGEL support website.

Emails, phone calls and remote sessions are prioritized for Qualified Customers with critical Errors and are scheduled based on IGEL resource availability.

IGEL will use commercially reasonable efforts to respond to requests for Support Services within three (3) business days; however, IGEL aims to respond within one (1) business day.

Support Levels:

San Francisco, California – Level 1 Support.

Augsburg, Germany – Level 1 through Level 3 Support; and development if applicable.

Critical Errors are defined as a problem that severely impacts Customer’s business through the use of the Product in a production environment. An example being the inability to connect to the central computing environment, or the IGEL operating system (“**OS**”) is not functioning. The situation halts Customer’s business operations and no procedural workaround exists.

C. Hardware. As long as Customer maintains a current subscription for Support Services, and subject to Sections 1(E) and 1(F) below, if, during the applicable Effective Period, an Error causing a deficiency occurs in a Hardware Product, IGEL will, at its own discretion and as Customer’s sole remedy, repair the Hardware Product free of charge or replace it with an equivalent device, unless the exclusions in Section 1(F) below are met. Hardware Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. Refurbished parts may be used to repair the defective Hardware Product. If IGEL replaces a whole Hardware Product or parts thereof, the replaced whole Hardware Product and parts will become the property of IGEL.

I. What the Customer must do to return a defective Hardware Product under Support Services:

- a) Open up a ticket using IGEL’s Support Services website (<https://support.igel.com/overview.html>) to request a RMA number;
- b) Once the RMA number is provided by IGEL, pack the Hardware Product in its original packaging (or reasonable equivalent);
- c) Write the RMA number visibly on the address label;
- d) Ship the Hardware Product with freight paid to the Return Location; and
- e) Provide insurance (or assume the risk of loss or damage during shipment).

IGEL will pay the cost of the replacement parts or Replacement Product as well as return shipping charges (including insurance) from IGEL to the indicated premises of the Customer.

If it is encountered during the verification that no valid warranty or warranty claim exists, the Customer bears all costs incurred by the inspection. IGEL is entitled to withhold the relevant Hardware Product pending the complete payment of these costs.

D. Software. As long as Customer maintains a current subscription for Support Services, and subject to Sections 1(E) and 1(F) below, IGEL will provide, in accordance with its release policies then in effect for all customers, bug fixes, updates including security updates, upgrades, feature enhancements and other modifications for firmware and Software Products upon Customer's registering the Software for Support Services at <https://support.igel.com/overview.html> and paying all applicable fees.

E. Product Life Cycles.

The typical life cycle of Products is two (2) to two and one half (2.5) years from the official release date until the Product is End of Life ("EOL").

After EOL, IGEL will provide, for then-current maintenance fees if applicable, three (3) additional years of maintenance after which the Product (including any firmware on the relevant Hardware) will be End of Maintenance ("EOM"). Customer may continue to use the Product in perpetuity, however, IGEL will not support or maintain the Product (including any firmware on the relevant Hardware) past its EOM.

Check with the IGEL website or an IGEL representative or visit <http://edocs.igel.com/> for specific life and maintenance cycles by Product.

Subscriptions for Support Services for Products are renewable in one (1) or three (3) year increments with IGEL's then-current maintenance fees. Subscriptions for Support Services for Products are renewable only until its EOM.

F. Exclusions. IGEL has no obligation under these Support Terms to provide Support Services or troubleshooting services, and will have no liability, for any hardware or software purchased from IGEL or its authorized channel partners but not listed in the applicable Order Form. Additionally, IGEL will have no obligation to provide:

- I. design, staging, or configuration validation unless directly associated to addressing an Error;
- II. support, maintenance, troubleshooting or configuration assistance for third party (non-IGEL) hardware and/or software products; or
- III. support, maintenance, or troubleshooting services in connection with use of the Product or for any Error or other failure or defect in the Product caused by: (i) the improper use, alteration, or damage of the Product by Customer or any third party; (ii) modifications to the Product; (iii) third party hardware or software; (iv) shipping; (v) improper installation or maintenance by Customer; (vi) misuse, neglect, adjustment or storage of the Product in an unsuitable environment; (vii) any use of the Product for a use other than ordinary commercial or industrial application; (viii) repair, modification or installation of parts by Customer or an unauthorized third party; (ix) excessive or inadequate heating or air conditioning, or electrical power failures, surges or other irregularities; or (ix) any use of the Product outside of the technical Specifications of the Product.

IGEL is not liable for Support Services descriptions provided by unauthorized third parties.

G. Additional Services. If IGEL performs services at Customer's request beyond the scope of the Support Services, Customer will be billed at IGEL's then-current fees for such services. IGEL will be under no obligation to provide any such out-of-scope services.

2. **Fees**. Gaps in coverage of a Support Services are not permitted. Therefore, Customers that purchase Support Services after the initial Product purchase date or the expiration of prior coverage will be charged fees at IGEL's then-current list price to cover all gaps in coverage, in addition to any new Support Services purchased. Support Services fees for coverage gaps will be calculated starting as of the later of (a) the date of initial Product purchase; or (b) for renewals, the date the previous Support Services expired. All Support Services fees are non-refundable.

3. **Force Majeure.** Notwithstanding any other provision of these Support Terms, IGEL will have no liability for any cessation, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm, or other natural disaster, act of God, act of government, labor controversy or threat thereof, civil disturbance or commotion, acts or threats of terrorism, war, or armed conflict.
4. **No Warranty.** EXCEPT AS EXPRESSLY SET FORTH HEREIN THE SUPPORT SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. TO THE EXTENT PERMITTED BY LAW, IGEL EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NONINFRINGEMENT. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EFFECTIVE PERIOD.
5. **Limitations of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IGEL AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOST DATA, IN CONNECTION WITH THE PRODUCTS. IF A PRODUCT CONTAINS AN ERROR, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IGEL’S AND ITS AFFILIATES’ MAXIMUM LIABILITY UNDER THESE SUPPORT TERMS IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM AND WILL BE EFFECTIVE EVEN IF IGEL HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES. THE LIMITATIONS IN THIS SECTION 5 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE SUPPORT TERMS.
6. **General.** IGEL’s entire liability and Customer’s exclusive remedy under these Support Terms will be the repair or replacement, at IGEL’s sole discretion, of the Products that contain an Error. These Support Terms are governed by the laws of the State of California, without reference to its conflict of laws principles. Any dispute regarding these Support Terms will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California, U.S.A. These Support Terms are non-transferrable and non-refundable. These Support Terms constitutes the entire agreement between Customer and IGEL with respect to the Support Services and supersedes any other communications with respect to the Support Services. Additional or conflicting terms on any purchase order or other document issued by Customer or any third party will have no force or effect. These terms and conditions may not be amended, waived or modified, except in a writing signed by a duly authorized representative of each party and no course of dealing or usage of trade may be invoked to amend, waive or modify any term of these Support Terms. If any provision of these Support Terms is held invalid or unenforceable, the remainder of the Support Terms will continue in full force and effect. No waiver by either party of any rights under the Support Terms will be effective unless such waiver is in a writing signed by the party against whom enforcement is sought. Any notices relating to these Support Terms should be sent via receipted delivery to IGEL America Sales Corp., 540 Howard Street, San Francisco, California 94105, Attention: CFO.
7. **Definitions.**
 - A. **“Error”** means any verifiable and reproducible failure of the Product to materially conform to the Specifications unless such failure is caused by (a) Customer’s failure to implement in a timely manner Software updates, improvements, or modifications to the Product provided to Customer by IGEL; (b) acts of God, (c) acts of government; (d) misuse or abuse, (e) Customer instructions, installation, or set up adjustments; (f) modifications of or to any part of the Product by any party other than IGEL; (g) accident or damage; or (h) use of the Software other than as permitted in IGEL’s End User License Agreement.
 - B. **“Hardware”** means the IGEL-branded hardware products, purchased from IGEL via its authorized resellers, as listed in the applicable Order Form.
 - C. **“Order Form”** means an order form (accepted by IGEL) between IGEL and the IGEL authorized distributor who is distributing to the IGEL authorized reseller.
 - D. **“Product”** means the Hardware, the Software, or any combination thereof.
 - E. **“Replacement Product”** means, at IGEL’s sole discretion, the same product model as the Product model or a product of equivalent fit, form, and function, which is sent to the Customer after IGEL has received the defective Product from the Customer.

- F. “**Return Location**” means the location found on the RMA notification for Hardware warranty claim returns.
- G. “**RMA**” means a IGEL-authorized Hardware warranty claim ‘return material authorization’.
- H. “**Software**” means the IGEL-branded software object or binary code included in the Hardware or ordered separately from IGEL or its authorized resellers for use in connection with the Hardware, as listed in the applicable Order Form.
- I. “**Specifications**” means the applicable IGEL-published Product specifications.
- J. “**Support Services**” means the Software and Hardware support and maintenance services provided under these Support Terms.