



## DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to Checkmarx, Inc. (“Manufacturer”) End User Terms (“DLT Rider”) establishes the terms and conditions enabling DLT Solutions, LLC (“DLT”) to provide Manufacturer’s Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the “Licensee” or “Customer”).
  
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
  - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
  
  - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
  
  - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer’s security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer’s expense.
  
  - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
  
  - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer’s state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
  
  - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

**Incorporation of Manufacturer Terms.** Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.





CODEBASHING SERVICES AGREEMENT

Customer: [Customer Name and Address]

This Codebashing Services Agreement (the "Agreement") is made by and between the applicable Checkmarx entity identified below ("Licensor"), and the customer entity identified above ("Customer") (as defined herein, each a "Party", and collectively the "Parties").

Accepted and Agreed as of the Effective Date between:

Licensor

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1. DEFINITIONS.

1.1. "Affiliate" means, with respect to a Party, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party, and "control" means the direct or indirect possession of the power to direct or to cause the direction of the management and policies of the entity.

1.2. "Effective Date" means the date this Agreement is fully executed by both Parties

1.3. "Intellectual Property Rights" means all intangible legal rights, title and interests including without limitation: all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets, and all other proprietary rights in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations, translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.

1.4. "Fees" means the Service fees charged by Licensor to Customer, as set forth in the Quote.

1.5. "Named User" means the license is tied to a specific individual named user so that the license may only be used by that individual named user.

1.6. "Quote" means the quotation document provided by Licensor setting out the quantity and type of Service licenses purchased by Customer.

1.7. "Service" means the Codebashing e-learning cloud-based interactive application security tutorial service.

1.8. "Term" means the term of this Agreement, as further forth in Section 6.1.

2. LICENSE GRANTS AND RESTRICTIONS.

2.1. License Grants. Subject to Customer's payment of the Fees and compliance with this Agreement, Licensor grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term and according to the number of Named User licenses set out in the Quote, to permit licensed users to access the Service and to view and use the reports generated by the Service for Customer's internal business purposes. It is hereby clarified that the license does not grant any rights whatsoever to the source code of the Service. The Named User license is activated upon the first log-in of the Named User and may not be transferred thereafter to another Named User.

2.2. Title; Intellectual Property Rights. The Service is licensed, not sold, and this Agreement does not convey any right, title or ownership in the Service to Customer other than the limited rights and licenses set out herein. The Service and its associated documentation shall remain the sole property of Licensor. All Intellectual Property Rights evidenced by or embodied in or related to the Service, and to any customizations, modifications, enhancements or derivatives thereof, are and shall be owned solely by Licensor. Licensor reserves all rights not expressly granted hereunder.

2.3. Restrictions. Customer may not: (a) use the Service in excess of the number of Named User licenses authorized by Licensor (for paid use, according to the number of Named User licenses purchased, as set out in the Quote); (b) work around any technical limitations in the Service or attempt to circumvent any



licensing restrictions; (c) reverse engineer, decompile, disassemble or create derivative works of the Service; (d) attempt to derive the source code of the Service; (e) reproduce, publish, distribute, transfer, publicly display, resell, rent, lease, sublicense, loan, or lend access to the Service to any third party, including Customer's Affiliates; (f) transfer, assign or permit the sharing of license keys or product codes to a third party, including Customer's Affiliates; (g) attempt to access the Service outside of the interfaces provided by Licensor; or (h) provide access to the Service (or any part thereof) or the output generated by the Service to any individual who does not hold a valid license to use the Service.

**2.4. Additional Terms and Restrictions.** Customer agrees that: (a) all use of the Service shall be in compliance with all applicable laws; (b) the Service is being supplied only for Customer's internal use; (c) Customer is prohibited from granting any sublicenses to use the Service; and (d) Customer may not copy, transfer or communicate the Service or any part thereof to any third party, including Customer's Affiliates, or the public in violation of this Agreement.

### 3. DATA USAGE.

**3.1. Data Usage.** The Service collects usage data, analytics data, and the usernames and email addresses of the users of the Service (the "Data"). Licensor and its authorized third party service providers will use the Data for the purpose of providing the Service to Customer. Licensor may also use the Data to improve the Service and for the internal business purposes of Licensor and its Affiliates.

### 4. SUPPORT.

**4.1. Description of Support.** Service availability and uptime is set out in Exhibit A. Subject to Customer's payment of the Service Fees, Licensor will provide support for the Service during the Term in accordance with the service level agreement attached hereto as Exhibit B.

### 5. PAYMENT.

**5.1. Payment.** Customer's use of the Service is subject to Customer's payment of the relevant fees set out in the Quote (the "Fees"). Customer shall be responsible for the payment of all taxes and duties, however designated, which are paid or payable, based on the Fees or on Customer's use of the Service under this Agreement, except for taxes based on Licensor's net income. If Customer is required to withhold or deduct any amount from the Fees on account of taxes, Customer shall pay Licensor the additional amount necessary to ensure that the net amount received by the Licensor after withholding or deduction of such taxes is equal to the gross amount of the Fees in the absence of any such withholding or deduction. Unless otherwise set out in this Agreement, the Fees are non-refundable, payable in advance, and due thirty (30) days from the date of invoice by Licensor. Failure to pay the Fees when due may result in interruption, cancellation or suspension of the Service, at Licensor's discretion.

### 6. TERM AND TERMINATION

**6.1. Term.** This Agreement shall be effective during the license term set out in the Quote, unless renewed by agreement of the Parties or earlier terminated according to the termination provisions set out herein.

**6.2. Termination.** Either Party may terminate this Agreement: (a) upon fifteen (15) days written notice in the event of a material breach of this Agreement by the other Party which has not been cured after the expiration of thirty (30) days from the breaching Party's receipt of written notice of the breach; (b) if the other Party becomes the subject of any voluntary or involuntary petition pursuant to applicable bankruptcy or insolvency laws, or request for receivership, liquidation, or composition for the benefit of creditors and such petition, request or proceeding is not dismissed within sixty (60) days of filing.

**6.3. Effect of Termination.** Customer's access to the Service shall immediately terminate upon expiration of the Service Term or the termination of this Agreement, and any reports or data generated in connection with the Service will no longer be available for viewing/downloading. Customer is solely responsible for ensuring that any reports or data have been downloaded prior to termination of the Service. Licensor shall have no liability due to the Customer's inability to access or use the Service after expiration of the Service Term or termination of this Agreement.

**6.4. Survival of Certain Provisions.** The Parties' rights and obligations contained in Sections 2.2 ("Title; Intellectual Property Rights"); 6.3 ("Effect of Termination"); 7.2 ("Limitation of Liability"); and 8.0 ("General Provisions"); as well as any obligations to make payments of Fees or other amounts accrued or due hereunder prior to termination, shall survive any termination of this Agreement.

### 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

**7.1. WARRANTY DISCLAIMERS.** THE SERVICE IS MADE AVAILABLE BY LICENSOR ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED AND/OR ERROR FREE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SERVICE WILL BE FREE FROM ERRORS OR SAFE FROM INTRUSIONS OR ANY OTHER SECURITY EXPOSURES. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY NOT BE EXCLUDED, RESTRICTED OR MODIFIED AS A MATTER OF LAW.

**7.2. LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AS A MATTER



OF LAW, LICENSOR, ITS AFFILIATES AND SERVICE PROVIDERS SHALL NOT BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, REMEDIATION COSTS, EXTRA EXPENSE OR LOSS OF GOODWILL, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT FOR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR, ITS AFFILIATES AND SERVICE PROVIDERS UNDER OR FOR BREACH OF THIS AGREEMENT FOR ANY CAUSE WHATSOEVER RELATED TO THE SERVICE SHALL NOT EXCEED THE FEES PAID TO LICENSOR FOR THE SERVICE DURING THE PREVIOUS TWELVE (12) MONTHS PRECEDING ANY CLAIM HEREUNDER.

**7.3. EXCLUSIVITY OF WARRANTIES AND LIMITATIONS OF LIABILITY.** CUSTOMER ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION SHALL EXCLUSIVELY GOVERN CUSTOMER'S USE OF THE SERVICE AND ANY CLAIM OR LIABILITY ARISING OUT OF OR IN RELATION TO THIS AGREEMENT.

## 8. GENERAL PROVISIONS.

**8.1. Governing Law and Venue.** For Customers located in the United Kingdom, this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding its choice of law rules. For such Customers, the courts in London, England shall have exclusive jurisdiction with respect to any matters arising out of this Agreement. For all other Customers, this Agreement shall be governed by the laws of the State of New York, USA, and this Agreement shall be deemed to have been executed and performed in the State of New York. For such Customers, disputes arising out of or relating to this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its choice of law rules, and the courts in the Borough of Manhattan, New York shall have exclusive jurisdiction with respect to any matters arising out of this Agreement. The United Nations Convention Relating to a Uniform Law on the International Sale of Goods, or any similar or successor convention or law, shall not apply to this Agreement. The Parties expressly agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement and, to the extent that it is applicable, the parties agree to opt-out of its applicability pursuant to its provisions.

**8.2. Force Majeure.** Neither Party shall be held responsible for any delay or failure in performance under this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, labor conditions, earthquakes or any other cause beyond its control and without the fault or

negligence of the delayed or nonperforming Party (a "Force Majeure Event"). The Party affected by such Force Majeure Event shall take all reasonable actions to minimize the consequences of the Force Majeure Event.

**8.3. Conflict.** This Agreement sets out the sole and exclusive terms between Customer and Licensor governing Customer's use of the Service. To the extent that any of this Agreement conflict with the terms and conditions set out in any other agreement between Customer and Licensor, this Agreement control Customer's use of the Service.

**8.4. Exclusions.** The United Nations Convention Relating to a Uniform Law on the International Sale of Goods, or any similar or successor convention or law, shall not apply to this Agreement. The Parties expressly agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement and, to the extent that it is applicable, the parties agree to opt-out of its applicability pursuant to its provisions.

**8.5. Headings and Wording.** Section and/or paragraph headings used in this Agreement are for reference purposes only and shall not be used in the interpretation hereof. No provision of this Agreement shall be construed against either Party as the drafter thereof.

**8.6. Assignment.** This Agreement may not be assigned, delegated or transferred by Customer without Licensor's written consent, and any attempt to take such action shall be void and without effect. Licensor may assign this Agreement, or any rights or obligations found therein, to any third party including but not limited to its Affiliates, or to an entity which purchases all or substantially all of its assets, or acquires control of Licensor by reason of a merger or acquisition, sale of assets, sale of stock, or otherwise.

**8.7. Notices.** All notices or demands hereunder shall be by traceable express courier service or certified or registered mail, return receipt requested, sent to the address of the receiving party, and shall be deemed complete ten (10) days after mailing. Notices to Licensor shall be sent to the attention of: Chief Financial Officer, with a copy to [cxlegal@checkmarx.com](mailto:cxlegal@checkmarx.com).

**8.8. Restricted Parties.** Customer represents and warrants that it is not a "Restricted Party," which shall be deemed to include any person or entity: (a) located in or a national of Iran, Lebanon, Libya, North Korea, Sudan, Syria, or any other countries subject to U.S. or Israeli embargo or trade restrictions; (a "Prohibited Territory") or (b) on the U.S. Department of Commerce Denied Person's List, Entity List, or Unverified List; the U.S. Department of the Treasury's list of Specially Designated Nationals and Blocked Persons; or the U.S. Department of State's List of Debarred Parties. Customer shall not distribute, transfer or permit access to any Licensor software or service to any Restricted Party or any person or entity in a Prohibited Territory without the prior, express written authorization from Licensor and, as appropriate, any relevant government agency.

**8.9. Entire Agreement.** This Agreement, including any





Exhibits and Quotes incorporated by reference, constitute the entire agreement between Licensor and Customer, and any and all written or oral agreements relating to the license of Licensor's Software existing between Licensor and Customer, including but not limited to any Software evaluation licenses, are expressly terminated as of the Effective Date. Customer acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained in this Agreement. The provisions of this Agreement shall prevail over any additional or conflicting provisions in any purchase order, acceptance notice or other document issued by Customer, which shall be void and of no effect.

8.10. **No Waiver.** The failure of either Party to enforce at any time, or for any period of time, the provisions of this Agreement shall not be interpreted to be a waiver of such provisions or of the right of such Party to enforce each and every such provision.

8.11. **Partial Invalidation.** In the event that any provision of this Agreement shall be held by law, or found by a court or other tribunal of competent jurisdiction to be unenforceable, the unenforceable provision shall be severed and the remaining provisions of this Agreement shall remain in full force and effect. In such an event, Licensor and Customer agree to negotiate in good faith a substitute provision that most nearly reflects the

intent of the severed provision.

8.12. **Relationship of Parties.** The Parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall create a principal-agent, partner, or other relationship between the Parties for any purpose or in any sense whatsoever, or create any form of joint enterprise whatsoever between the Parties.

8.13. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of Licensor and Customer. No third party shall be deemed to be a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

8.14. **Amendment.** This Agreement may only be modified or supplemented by a written document executed by an authorized representative of each Party.

8.15. **Contracting Entity.** For Customers located in the United States of America, "Licensor" is defined as Checkmarx, Inc. For Customers located in the United Kingdom, "Licensor" is defined as Checkmarx UK Ltd. For Customers located outside of the United States of America and the United Kingdom, "Licensor" is defined as Checkmarx Ltd.



## Exhibit A

### SERVICE LEVEL AGREEMENT – UPTIME AND AVAILABILITY

**Service Level Standard:** Licensor will provide no less than ninety-nine point five percent (99.5%) Services Availability, as calculated on an annual basis, subject to the Exclusions below.

“**Availability**” shall mean the portion (in percentage terms) of Uptime that the Hosted Services are Available for Use (as defined below):

**Uptime = (Total Time (24/7)) – (Scheduled Maintenance Windows)**

**% Availability = (Uptime – Time Unavailable) / Uptime**

“**Available for Use**” shall mean that all of the supported functions and features of the Services are capable of sending and receiving data to and from the Internet.

“**Service Level Period**” means 24x7: 24 hours a day, 7 days a week, 365 days a year.

“**Time Unavailable**” shall mean any period of time during the applicable Service Level Period that the Services are not Available for Use, except for the Exclusions set forth below.

#### **Time Unavailable - Exclusions**

Time Unavailable shall not include the aggregate amount of time during which the Services are not Available for Use due to:

- 1) Scheduled maintenance, provided that such scheduled maintenance occurs during scheduled maintenance windows, currently between the hours of Friday 10:00 pm and Sunday 11:00 pm, Eastern US Time (the “**Scheduled Maintenance Window**”);
- 2) Emergency maintenance – Licensor may perform any reasonably required, emergency maintenance work outside of the Scheduled Maintenance Window with one (1) hour prior electronic mail or other notice to Customer;
- 3) Interruptions in third party networks that prevent Internet users from accessing the Service, provided that the data center is served by redundant connections to the internet from multiple internet service providers;
- 4) Scheduled or emergency maintenance performed by the infrastructure provider.

For clarity, any time during which the Services are not Available for Use due to interruptions in electric power services serving the Hosting Environment shall not be excluded from Time Unavailable.

“**Scheduled Downtime**” shall mean the total minutes during the year represented by the Scheduled Maintenance Window.

“**Uptime**” shall mean the total minutes during the year less the total minutes represented by the Scheduled Downtime.



Exhibit B

SUPPORT SLA

1. DEFINITIONS.

- (a) "Bug" means an error condition that causes the Service to fail to operate.
- (b) "Normal Business Hours" means Monday through Friday, 09:00 – 17:00, Customer's local time, excluding public holidays.
- (c) "Resolution Time" means the time elapsed until a Workaround or permanent solution to a Bug has been provided in accordance with the resolution timelines set out below, according to the severity classification.
- (d) "Workaround" means a temporary error correction or change in operating procedure allowing Customer to continue to use the Service until a long-term solution has been provided.

All capitalized terms not defined above shall have the meaning set forth in the main body of the license Agreement, which is incorporated herein by reference.

2. SUPPORT.

During the Term of the Agreement and subject to Customer's payment of applicable Fees:

- (a) Licensor will provide technical support and assistance with respect to the Service, including: (i) clarification of functions and features; and (ii) technical support and assistance in the operation of the Service.
- (b) Licensor shall provide support during Normal Business Hours via telephone and email to Customer's Support Contact Designee.
- (c) Licensor shall not be responsible for providing support for matters not directly involving problems with the Service, such as Customer network connectivity issues, interfaces with other systems, and third party products (software and/or hardware).

3. RESPONSE AND RESOLUTION SCHEDULE.

Customer will initially classify each Bug in the Service based on the following schedule, and thereafter report such Bug or error to Licensor for correction. Licensor shall perform problem management in accordance with the priority level initially determined by Customer; however, the final classification of the priority level will be determined by Licensor in accordance with the table below:

PRIORITY LEVEL	CRITERIA
Priority 1	<u>Fatal:</u> Bug preventing all use of the Service.
Priority 2	<u>Severe Impact:</u> Bug disabling major functions from being performed. This condition exists when the Service is partially inoperative, but is still usable by Customer and the impact is one of inconvenience.
Priority 3	<u>Minimal Impact:</u> Includes all other Bugs. This condition generally exists when the Service is usable and the problems consist of inconveniences or minor failures involving individual components of the system.

Upon receipt of Customer's service ticket initially classifying the priority of the problem, Licensor shall use commercially reasonable efforts to promptly contact Customer to confirm the priority level of the service call, and shall use commercially reasonable efforts to respond to, restore or resolve Bug related error reports and service calls according to the following schedule:

PRIORITY LEVEL	RESOLUTION TIME
Priority 1	1 to 2 business days
Priority 2	3 to 6 business days
Priority 3	Licensor's discretion





4. CUSTOMER'S OBLIGATIONS DURING THE SERVICE TERM PERIOD.

- (a) Customer shall notify Licensor of any Bugs and errors by sending an email to [support@checkmarx.com](mailto:support@checkmarx.com).
- (b) Customer shall appoint one support contact designee who will be Licensor's single point of contact for support requests.
- (c) Customer shall provide Licensor with all reasonably requested reasonable cooperation and assistance as required to provide support in accordance with the response times set out above. Licensor shall not be responsible for failure to meet its service level obligations to the extent caused by Customer's failure to provide reasonable cooperation, support and assistance to Licensor.
- (d) All support services are provided remotely. If Customer requires the use of specific remote connectivity software, it is customer's responsibility to license and operate such software. Remote Customer support shall be provided via WebEx or other mutually agreed means.