

Nozomi Networks, Inc. - Health Check Service Statement of Work

June 8, 2021

By ordering Nozomi Networks Health Check Service ("Health Check Service"), ("Nozomi Networks"), the customer or end user ("Customer") agrees to be bound by the terms and services described herein as well as the Professional Services Terms and Conditions ("Agreement") available at <https://www.nozominetworks.com/privacy-legal-notice/professional-services-terms-conditions/>. Any services not expressly provided for herein are considered out of scope.

The Health Check Service may be delivered directly by Nozomi Networks or by or through one or more of its affiliated entities. To the extent that there is a conflict between these terms and any other terms and conditions, this Statement of Work shall govern and control.

1. Service Description and Objective

The Nozomi Networks Health Check Service aims to discover the operational state of a Nozomi Networks-deployed solution at a given point in time and provide recommendations (where applicable) for improving deployment stability, reliability, and availability.

The Health Check Service will be provided not more than twice over a twelve (12) month period ("Service Period"). The Service Period shall begin on the date either the initial purchase order ordering the Health Check Service for the first time is received by Nozomi Networks or on the date of receipt of a new purchase order reinstating the Health Check Service after a lapse or termination.

Nozomi Networks will activate the Health Check Service upon receipt of a purchase order. Customer will be notified in writing about the activation of the Health Check Service. Purchase orders shall reference the Nozomi Networks Quote number and be sent to: orders@nozominetworks.com. Nozomi Networks reserves the right to reject purchase orders.

Nozomi Networks will assign resources with the appropriate skills to deliver the Health Check Service and agreed-upon Deliverables including a resource to serve as a single point of contact for the administration and management of the Deliverables.

Nozomi Networks resources may be subject to change at any time throughout the Health Check Service, and Customer will be notified by Nozomi Networks as soon as practicable of any such changes.

The Health Check Service consists of three (3) stages. **Data Gathering, Health Check Report, and Briefing Call:**

a) "Data Gathering" is an activity to collect information regarding the current operational state of a Nozomi Networks deployed solution. Nozomi Networks will gather information concerning the following:

- Log Retention and DB Settings
- Storage Utilization and Disk Space
- CPU and Memory Utilization
- Backup and Restore Settings
- Behavioral Learning Settings
- Alerts Tuning Settings
- Integration Settings
- Users and Groups Settings

Data Gathering can be performed onsite at the Customer's premises or data center, or performed remotely.

b) Health Check Report ("Report") is a document that summarizes issues detected pertaining to information gathered under Section 1. a) of this Statement of Work, and recommended solutions to remedy, according to best practices.

c) "Briefing Call" is a remote 1-hour call scheduled between five (5) to ten (10) business days from the date of Nozomi Networks releasing the Report. The objective is to explain the findings and propose recommendations to the Customer.

2. Requirements and Prerequisites

- a) Customer has purchased and is in possession of all licenses necessary to complete the engagement.
- b) Regardless of onsite or remote Health Check Service, Customer must provide a primary technical contact who can quickly respond to questions about the environment and in-scope applications.
- c) For all data collection activities, trained Nozomi Networks personnel will conduct all activities in accordance with Nozomi Networks internal security policies and generally accepted best practices. The standardized collection process will utilize secure web application interfaces.

- d) For remote data collection, the customer is advised to provide access methods consistent with its own policies. The remote access must be able to allow for access to both GUI and CLI for in-scope Nozomi Networks systems.
- e) Customer should arrange access to a centralized and reachable location for all Nozomi Networks devices and components.
- f) For onsite Data Gathering, Customer agrees to communicate in advance any policy requirements or restrictions governing the access to customer facilities, systems, networks and environments and, if needed for the Health Check Service purposes, Customer must make available to Nozomi Networks personnel office space, computer resources, materials, facilities, and other support as reasonably required and agreed upon between the parties to permit Nozomi Networks to perform the Health Check Service. Customer work facilities shall be made available in a clean and safe condition. Additionally, Customer will provide access compliant with its own policies to its environment for Nozomi Networks personnel that will be accessible during the entire working time.

3. Exclusions

This Health Check Service description is based upon, and is subject to, the following exclusions:

- a) Implementation of improvements and recommendations provided in the Health Check Report are not in the scope of this Statement of Work.
- b) Any activity not defined in Section 4. of this Statement of Work.
- c) Any hardware, software, and/or other subscription services, including maintenance and support to be provided by Nozomi Networks to Customer under separate agreements.

4. Deliverables

The following Deliverables will be provided in accordance with the Health Check Service:

- a) One (1) Health Check Report after each "Data Gathering" activity. The Report will be delivered within ten (10) business days from the end date of the "Data-Gathering" stage, for a maximum of two (2) Reports every twelve (12) months period.
- b) One (1) "Briefing Call" scheduled between five (5) to ten (10) business days from the date of Nozomi Networks releasing the Report. The objective is to explain to the Customer the findings and proposed recommendations, for a maximum of two (2) "Briefing Calls" every twelve (12) months period.

5. Service Scheduling

- a) The Customer must schedule each Health Check by providing Nozomi Networks a written notice one (1) month in advance containing:
 - The proposed start date.
 - Specify if engagement is required to be performed remotely or onsite and if onsite, at which location(s) including the full address and country.

- b) Customer must communicate to Nozomi Networks in written form through the channel provided at the Health Check Service activation.
- c) The Customer may reschedule the Health Check by providing Nozomi Networks a written notice not less than fifteen (15) business days in advance. If such notice is not provided, Customer shall promptly reimburse Nozomi Networks for all non-cancelable expenses, including but not limited to any airfare and any other non-cancellable expenses.
- d) If Customer is not available or present (no show) on the day the Health Check is scheduled to commence, then the Health Check will be canceled and will not be rescheduled. In such case, Customer shall promptly reimburse Nozomi Networks for all non-cancelable expenses, including but not limited to any airfare and lodging.

6. Service Expiry and Termination Policy

- a) Customer acknowledges that the Health Check Service fee is non-refundable under any circumstances not caused by or out of Nozomi Networks' control.
- b) Health Check Service expiration date depends on the duration of the term(s) purchased:
 - If Customer opted for one (1) year, the Health Check Service will expire at the end of calendar month thirteen (13) from the Purchase Order date.
 - If Customer opted for three (3) years, the Health Check Service will expire at the end of calendar month thirty-seven (37) from the Purchase Order date.
 - If Customer opted for five (5) years, the Health Check Service will expire at the end of calendar month sixty-one (61) from the Purchase Order date.
- c) Customer can request a Health Check Service extension of three (3) calendar months only if Customer has purchased another Health Check Service before the expiration of the current Health Check Service.
- d) Customer acknowledges that any Health Check not scheduled before the expiration date will be considered canceled.

7. Fees, Taxes, And Expenses

- a) All fees are set forth in the applicable Quote and shall be paid by Customer within thirty (30) days of the Purchase Order date.
- b) For onsite engagements, all travel and subsistence expenses ("T&E") are chargeable at actual cost according to the Nozomi Networks Travel Policies and are in addition to the Health Check Service fees ("Health Check Fees"). Estimated T&E may be approved in advance by the Customer and electronic copies of receipts will be provided upon request. T&E shall be invoiced to Customer on a monthly basis and all payments shall be due thirty (30) days from the invoice date.
- c) All Fees are exclusive of duties and taxes, and Customer shall be responsible for such duties and taxes.
- d) These terms, solely as they relate to the Health Check Service described herein, shall supersede any other terms or pre-printed terms on a Sales Order,

Purchase Order, or other writing issued by Customer in response to a Nozomi Networks Quotation.