

Varnish Plus Subscription and Services Agreement

This Varnish Plus Subscription and Services Agreement (“Agreement”) is effective as of the date of Customer’s Order Form (“Effective Date”) and is by and between Varnish Software, Inc., for itself and its affiliates, including its parent company, Varnish Software AB, a Swedish company (together “Varnish”), and the customer identified on the applicable Order Form, which may be placed online (“Customer”). This Agreement includes the Exhibits attached hereto. In addition to terms defined elsewhere in this Agreement, capitalized terms shall have the meanings set forth in the “Definitions” Section set forth below. In consideration of the promises and the mutual obligations of the parties set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

Software and Support Services.

Varnish offers the Varnish Plus Software and the other software identified on Exhibit A or in the Order Form (together the “Software”) on a subscription basis to customers who purchase ongoing support services in accordance with the terms of the applicable Order Form and this Agreement (the “Services”). The basic Varnish software is also available pursuant to the terms of a Free BSD License, as described in Exhibit A.

License Grant.

During the Term, Customer hereby subscribes to the Services and hereby grants to Customer a non-exclusive, non-transferable, non-assignable license to access and use the Software solely for Customer’s internal use and in accordance with the additional license terms set forth on Exhibit A. Customer’s use of Varnish Cache software under the Free BSD license (see Exhibit A, Section 1.0) or any other open source terms shall be solely in accordance with the Varnish Plus License (“VPL”) (Exhibit A).

Reservation of Rights.

Varnish reserves all rights not expressly granted in this Section 3 and Exhibit A. Customer may not, except as permitted in this Section 3 and Exhibit A, copy, modify, adapt, or create derivative works of the Software or Documentation located at www.varnish-software.com/products, or remove any copyright or other proprietary rights notices thereon. All rights granted herein are a license, not a sale. Other than the rights licensed to Customer hereunder, Customer has no other implied license or right of any kind regarding the foregoing. Customer shall not itself, and shall not permit its Users or any other party to, directly or indirectly, in whole or in part, sublicense, distribute, lease, make available as a service bureau or otherwise allow any third parties any right or access to the Software; disassemble, decompile, decrypt, or reverse engineer, or otherwise attempt to discover or replicate source code for the Software; or alter, modify, or prepare derivative works based on the Software or Services. Customer acknowledges and agrees that Varnish owns and retains all rights existing from time to time in any jurisdiction under copyright law, patent law, moral rights law, trade secret law, confidential information law, trademark law, unfair competition law or other similar rights (“Proprietary Rights”) in the Software, Services, and Documentation, any training materials and any copies, modifications, adaptations, derivative works, and enhancements thereof, by whomever produced.

Services.

During the Term, Varnish agrees to provide the support and professional services set forth in the Order Form and on Exhibit B in exchange for Customer's payment of subscription and/or professional services fees as set forth on the applicable Order Form or Statement of Work.

Varnish will provide such services pursuant to its then-current rates unless otherwise mutually agreed upon in writing. As a condition of the license rights granted by Varnish to Customer, the Customer is required to procure Support for all installed Varnish software in accordance with the terms of this Agreement, including Varnish Cache previously licensed as open source software.

If Customer under-reports the extent of its use of Varnish software, such under-reporting shall be considered a material breach of the Agreement, and Varnish may cancel the Agreement and/or claim the Customer for past non-payment at the agreed prices multiplied by a factor of two.

Future payment shall take place in accordance with the agreed unit prices.

Third-Party Software.

Varnish does not warrant any such third-party providers or any of their products or services and shall have no liability for any interaction between such third-party software and the Varnish Services. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider, and Varnish shall have no liability for the same. No purchase of such third-party products or services is required to use the Software or Services.

Fees and Payment.

- General. Customer shall pay to Varnish the fees for the Software and Services as specified on the signature page ("Fees"), which are subject to change by Varnish on thirty (30) days notice to Customer. Unless otherwise indicated on the signature page, the first annual Fee shall be paid within 30 days of the Effective Date. Unless otherwise agreed in writing, the customer agrees to make all payments by ACH transfer and agrees to provide Varnish with its payment information. If Varnish fails to receive timely payment of any Fees, it may, at its sole discretion, suspend or terminate Customer's account. Any accrued but unpaid fees may accrue late charges at the rate of 1.5% of the balance per month, or the maximum rate permitted by law, whichever is lower.
- Other Services. Any services for which the fees are not set forth on the signature page shall be agreed in writing by the parties by the use of a Statement of Work or Order Form and subject to the terms of this agreement. All amounts are due thirty (30) days from invoice date, and if past due will incur interest at 1.5% per month or the maximum rate under applicable law if less. Customer shall reimburse Varnish for preapproved, out-of-pocket expenses reasonably incurred in rendering any services ordered hereunder, including without limitation, reasonable travel and transportation expenses, lodging, and meals.
- Taxes. Unless otherwise stated, Varnish's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). The customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Varnish's net income or property. If Varnish has the legal

obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Varnish with a valid tax exemption certificate authorized by the appropriate taxing authority.

Warranty and Support.

- Varnish represents and warrants that: (a) Varnish is financially solvent and has the ability to perform its obligations hereunder; (b) the person signing below is a duly authorized officer or representative of Varnish with the authority to enter into and bind Varnish to the terms and conditions in this Agreement; (c) the Services will be performed in a competent manner by qualified personnel and all Software and services will be provided on a timely basis; (d) any Services provided do not infringe the intellectual property rights of third parties; and (e) Varnish owns, licenses and/or has the right to grant and extend the subscription provided hereunder. However, Varnish does not warrant that the Software and services are or will be error-free. Software warranties are regulated in Exhibit A (Warranty).
- Customer must notify Varnish of any deficiencies without undue delay within fifteen (15) days of when the defective Service performance was discovered or should have been discovered if the claim is not to lapse.
- Varnish will seek to correct any warranty failure or errors in the Software that materially affect Customer operations within thirty (30) days of Customer reporting such failure or errors to Varnish. If Varnish is unable to provide a solution to the failure after notice from Customer, Varnish will refund to Customer all amounts paid by Customer for the failed Services or defective Software, in the period lapsed from the complaint till termination.
- Additional Services. Varnish agrees to provide requested support or other services that do not fall within the scope of the Services on an as-available basis at the rate of \$1800 per day.
- Procedure for Warranty Claims and Support Requests. Customer agrees to report all defects it encounters with the Software and to make all non-warranty support requests by e-mail to support@varnish-software.com.

Term.

This Agreement shall be effective as of the Effective Date and shall remain in effect for the period set forth on the Order Form (the “Initial Term”) unless terminated by either party as described herein. This Agreement will automatically renew for successive one-year terms (each a “Renewal Term”) (the Initial Term and all Renewal Terms are the “Term”) at Varnish’s standard rates in effect at the time of such renewal, unless either party delivers the other written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. If the Agreement is not renewed then Customer will confirm in writing to Varnish that all software licensed under this agreement has been removed from customer systems and is no longer in use.

Termination.

Either party may terminate this Agreement (i) if the other party commits a material breach of this Agreement that remains uncured thirty (30) days after written notice of such breach is delivered

to the other party, (ii) immediately upon breach of confidentiality obligations in this Agreement that remain uncured thirty (30) days after written notice of such breach, or (iii) immediately if the other party assigns any of its assets to its creditors, or voluntarily or involuntarily petitions for the protection of bankruptcy court. Additionally, Varnish may terminate or discontinue any or all of the Varnish services on thirty (30) days written notice delivered to Customer. Rights of termination are in addition to any other remedies available to the parties, at law or in equity. Upon any termination or expiration of this Agreement:

1. All license rights shall immediately terminate and Customer and Customer's Users shall immediately cease use of the Software and Services;
2. Any amounts then owed hereunder shall be immediately due and payable by Customer; and,
3. The following sections of this Agreement shall survive termination: 2, 3, 10, 11 and 13.
4. Upon Customer's failure to pay any amounts owed under this Agreement when due, Customer hereby agrees that, in addition to any other remedies available at law or equity, Varnish may immediately suspend Customer's and Users' access to the Software and Services, except when Customer's failure to pay is due to a good faith dispute regarding such amounts owed, and Customer notifies Varnish of such dispute prior to the date such amounts are due.. Customer acknowledges and agrees that Varnish will have no liability for any loss of the use of data resulting from its exercising the rights set forth in this paragraph and that Varnish may exercise the rights set forth in this paragraph prior to expiration of the thirty (30) day cure period set forth above.

Confidentiality.

- Definitions. "Proprietary Information" is, collectively and without regard to form any third-party information which either party has agreed to treat as confidential, and Confidential Information and Trade Secrets. "Confidential Information" means non-public information of value to its owner (other than Trade Secrets) and that is the subject of its owner's reasonable efforts to maintain confidentiality thereof. "Trade Secrets" means information that derives actual or potential economic value because it is not generally known to and by proper means not readily ascertainable by, others who can obtain economic value from its disclosure or use; and is the subject of commercially reasonable efforts to maintain its secrecy. Without limitation of the foregoing, Varnish's Proprietary Information includes the Software and all source code associated therewith and the Documentation.
- The scope of Obligations. Each party shall protect the Proprietary Information of the other party with the same standard of protection and care that it uses for its own Proprietary Information but in no event less than reasonable care and diligence. Neither party shall disclose, publish, transmit, or make available all or any part of such Proprietary Information except in confidence or a need-to-know basis to its own employees and third-party contractors who have undertaken a written obligation of protection and confidentiality at least as protective as those, and shall not duplicate, transform, or reproduce such Proprietary Information except as expressly permitted hereunder.

- Exclusions. Any information will not be considered “Proprietary Information” to the extent, but only to the extent, that such information: (a) is already known to the receiving party free of any confidentiality obligation at the time it is obtained; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is required to be disclosed by law or court order. In the event that either party is required by law or court order or regulatory authority to disclose any Proprietary Information, except such disclosure, may be made only after the other party has been notified and has had a reasonable opportunity to seek a court order or appropriate agreement protecting disclosure of such Proprietary Information.
- Trade Secrets. With regard to Trade Secrets, the obligations in this Section shall continue for so long as such information continues to be a Trade Secret. With regard to Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for four (4) years thereafter.

Limitation of Liability.

NEITHER VARNISH NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, RESELLERS OR REPRESENTATIVES (COLLECTIVELY “VARNISH PARTIES”) SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TIME, SAVINGS, DATA, OR GOODWILL, DAMAGES ARISING FROM USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES, OR COST OF REPLACEMENT GOODS OR SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE PRODUCTS, SERVICES OR OTHERWISE RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVEN IF IT HAS OR THEY HAVE BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT FOR ANY DIRECT DAMAGES FOR BODILY INJURIES OR TANGIBLE PROPERTY DAMAGE PROXIMATELY CAUSED BY VARNISH, THE MAXIMUM AGGREGATE LIABILITY OF THE VARNISH PARTIES IN ALL EVENTS SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO VARNISH UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM

General.

- Relationship of Parties. The relationship of the parties is that of independent contractors, and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party.
- Publicity. Customer hereby grants to Varnish a royalty-free, limited, nontransferable (except in connection with an assignment of this Agreement), non-exclusive license during the term of this Agreement to use and display Customer’s name and publicly

available branding in customer lists, advertising materials, trade show materials and other literature identifying Varnish's customers; provided that Varnish agrees to comply with Customer's then-current guidelines, as provided to Varnish, governing use of such Customer's name and branding.

- **Equitable Remedies.** Customer agrees that any threatened or actual breach of Varnish's Proprietary Rights by Customer shall constitute immediate, irreparable harm to Varnish for which monetary damages are an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring Varnish to post any bond or any other security (or if a court shall require a bond, then a bond in no amount above U.S. \$1,000). Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.
- **Assignment.** This Agreement and all rights and obligations may not, in any event, be assigned in whole or in part by either party without the prior written consent of the other, except the rights and obligations of Varnish may be assigned without consent to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities and/or assets of Varnish. Any attempted assignment in contravention hereof shall be void and of no effect.
- **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the parties, their legal representatives, successors, and assigns as permitted by this Agreement.
- **Force Majeure.** Except for any payment obligations hereunder, neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, war, or natural disaster.
- **No Waiver.** No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.
- **Amendments.** No modifications, waivers, additions, or amendments to this Agreement shall be effective unless made in writing as an addendum to this Agreement and signed by handwritten signature by duly authorized representatives of the parties.
- **This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.**
- **Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- **Construction.** Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other.
- **Order of Precedence.** In the event of any conflict or inconsistency between or among the Order Form, this Agreement, and the Exhibits hereto, the following order of precedence

shall apply to resolve such conflict or inconsistency: the Order Form, then this Agreement, and then the Exhibits.

- Notices. All notices required to be given hereunder shall be given in writing and shall be delivered either by hand, by certified mail with proper postage affixed thereto, or by facsimile (with confirmation copy sent by certified mail) addressed to the signatory at the address set forth on the first page, or such other person and address as may be designated from time to time in writing. All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.
- Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its rules regarding conflict of laws. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

Definitions.

In addition to other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- “Documentation” means the hosted end-user instructions for use and operation of the Varnish Services.
- “Fees” means the fees set forth on the first page hereof.
- “Order Form” means a signed order form submitted by Customer to request Services and or to license Software from Varnish
- “Users” means (i) any employee of Customer, or (ii) any other person authorized by Customer in writing and made subject to the confidentiality and license provisions set forth in this, who have been supplied separate user identifications and passwords by Varnish. Each User must have his or her own login credentials to access the Varnish Services.

THIS AGREEMENT, INCLUDING THE ATTACHED VARNISH SERVICES TERMS AND CONDITIONS, IS THE COMPLETE AND ENTIRE UNDERSTANDING OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS WITH RESPECT THERETO.

Free BSD License

Included for informational purposes only:

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR AND CONTRIBUTORS “AS-IS” AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Varnish Plus License

The Software

The following Varnish Plus License (“VPL”) shall apply to the Varnish Plus software, which includes:

- Varnish Administration Console (VAC)
- Varnish Custom Statistics (VCS)
- Varnish Enhanced Cache Invalidation
- Varnish Paywall
- Varnish SSL/TLS
- Varnish Cache Plus
- Varnish High Availability
- Persistence
- Varnish Massive Storage Engine, and
- Documentation for the above

(collectively the “Software”).

Consecutive license grant (subscription)

Duration

The Software is licensed on a consecutive basis (subscription). As a paying subscriber to the Support the Customer is entitled to a license to the Software as stated herein and in the Order Form, as renewed in accordance with the Agreement document Section 8.

Scope

Subject to the terms of this VPL, the Agreement and payment of the correct subscription fees, Varnish hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable and limited license to install, use, and study the Software for use within its organization on the number of Servers (virtual or physical) for the duration stated in the Order Form and section 1.2.1.

License restrictions

Customer may not (and may not allow any third party):

- decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Software, in whole or in part;
- sell, sublicense, rent, lease, distribute, market, or commercialize for any purpose, including timesharing or service bureau purposes: (i) the Software, (ii) any modified version or derivative version of the Software, or (iii) any Varnish software, whether modified or not, licensed under an open source license;
- create, develop, license, install, use, or deploy any third-party software or services to circumvent, enable, modify or provide access, permissions or rights that violate any technical restrictions in the Software;
- remove any product identification, proprietary, copyright or other notices contained in the Software;
- modify or create a derivative work of any portion of the Software;
- install any new or additional copies of any open source version of Varnish software on the Customer's computers or Servers (e.g. existing installations of community versions of Varnish Cache may for practical reasons continue to operate); or
- publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.

Introduction

Varnish has developed subscription-exclusive software with an enhanced version of Varnish Cache ("Varnish Cache Plus") and tools for managing and monitoring Varnish Cache (collectively "Varnish Plus") – see section 1.4. There is also additional software not included in Varnish Plus that may be purchased alongside a subscription for Varnish Plus – see section 1.5 Other Software.

1. **Varnish Plus:** Depending on the Support Level and Product ordered (see Exhibit B section 1.2 and Order Form), the software listed below is offered as Varnish Plus.
2. **Varnish Cache Plus:** Varnish Cache Plus is an enhanced version of Varnish Cache.
3. **Varnish Administration Console (VAC):** A web-based application for managing and monitoring multiple instances of Varnish Cache Plus and Varnish Cache.
4. **Varnish Custom Statistics (VCS):** Varnish Custom Statistics (VCS) captures and provides real-time aggregated statistics on all the traffic that goes through Varnish Cache Plus and Varnish Cache.
5. **Varnish Enhanced Cache Invalidation:** Varnish Enhanced Cache Invalidation records the relationship between web pages and their underlying sources.

6. **Varnish Paywall:** Varnish Paywall is a solution, implemented with Varnish Cache Plus or, to control access to website content and require users to pay for premium content.
7. **Varnish SSL/TLS:** Varnish SSL/TLS offers full SSL/TLS support on both the HTTP backend and client side.
8. **Varnish High Availability:** Varnish High Availability is a high-performance content replicator focused on eliminating cache misses and protecting your backend infrastructure from overload caused by cache misses if a cache fails.
9. **Varnish Massive Storage Engine:** Varnish Massive Storage Engine allows your Varnish caching layer to handle multi-terabyte data sets.
10. **Persistence:** Persistence allows your cache to survive when you need to restart Varnish. All objects remain in cache with minimal performance reduction.

Other software

1. **Mobile Device Detection:** Varnish's Mobile Device Detection module detects which mobile device people are using to visit a website and adds business logic to the Varnish caching layer based on this information.
2. **Varnish API Engine:** Varnish API Engine allows you to manage your APIs from one central point. Varnish API Engine's core functionality is to authorize access to your APIs after authenticating the client requesting access.

INTELLECTUAL PROPERTY RIGHTS

Varnish and its suppliers own all right, title, and interest in copyrights or other intellectual property rights relating to the Software to the Customer. Varnish and its suppliers retain all rights to the Software that are not expressly granted to the Customer through this VPL.

Varnish may terminate the VPL if the Customer fails to comply with the terms of this VPL, hereunder fails to pay the stipulated fees. In the event of such termination, the Customer shall immediately stop using the Software and Support, return any received media and documentation, and destroy or permanently delete any installed versions of the Software (including documentation), and confirm such destruction or deletion in writing within 7 days.

WARRANTY

Varnish warrants that the Software will operate in all material respects as described in the applicable software documentation, as described on www.varnish-software.com/products with sub-pages.

Except as provided in the paragraph above and to the maximum extent permitted by law, Varnish disclaims any warranty for the Software. The Software and any related documentation is provided on an "as-is" basis without warranty of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Hereunder the parties acknowledge that Varnish does not warrant

the absence of any errors in the Software and that any such errors do not constitute a contractual defect.

THIRD-PARTY TERMS

For third-party software that is made available to the Customer by Varnish, the current terms of the relevant third party software supplier shall apply.

This exhibit describes the two categories of services offered under the Agreement and specified in the Order Form (the “Services”).

Category 1: Support

Upon payment of the subscription fees under the Agreement (including Order Form), the Customer is entitled to Support (see Section 0 below).

Category 2: Professional services

As a subscription holder, the Customer may also procure professional services at an additional charge (see section 2 below)

Support

Support services

During the subscription period, Varnish will provide the Customer with support as described in this Section 0 (“Support”).

Support consists of:

- updates and new versions of the Software when such updates are made generally available to Varnish’ customers,
- advice on use of the Software,
- assistance to identify solutions or workarounds to problems with the Software,
- advice on the configuration of the Software,

via email, chat and/or phone as described below in section 0 for the relevant support levels.

Support levels

See Order Form for applicable support level.

Support element	Support Level	
	Professional	Enterprise
No of support requests	20 per year	Unlimited
Availability	Business hours (9am-5pm)	24/7 phone
Support Review	Optional *	Included
Access to knowledge base	Yes	Yes
Repository	Yes	Yes
On-site consultancy	Optional *	Optional *
Included software	VAC, VCS, Varnish High Availability, Massive Storage Engine, Varnish Enhanced Cache Invalidation, Paywall, SSL/TLS, Persistence, Varnish Cache Plus	VAC, VCS, Varnish High Availability, Massive Storage Engine, Varnish Enhanced Cache Invalidation, Paywall, SSL/TLS, Persistence, Varnish Cache Plus
VMOD & Inline C Support	Both, the VMODs are listed here .	Both, the VMODs are listed here .
Service Level Agreement (response times): **		
Severity A	4 business hours	2 hrs 72 hrs work-around
Severity B	8 business hours	4 hrs 72 hrs work-around
Severity C	2 Business days	2 Business days
Severity D	2 Business days	2 Business days

* Subject to additional payment.

** All response times for correction work, not correction times. However, the 72-hour workaround for Enterprise Subscriptions is completed work-around. Response times for severity A and B are calculated from phone call or confirmed receipt of notice.

Severity levels

Severity A means that the Software does not work and no workaround exists. Applicable to production use only.

Severity B means that the Software's main functions or processes are materially affected, causing significant impact on the Customer's use. Applicable to production use only.

Severity C means limited impact on some of the Software's functions or processes, without stopping the Customer's use of the Software. Applicable both to production use and testing.

Severity D means Customer inquiry concerning product installation, configuration, use, and performance, or a request for feature development.

Support Review

Support Review includes either initial:

- review of the Customers existing setup and environment, or
- assistance with initial product installation, configuration, and tuning.

Both review services may be supplied subject to applicable fees. Please inquire with your contact person at Varnish Software.

Support Level	Professional	Enterprise
Review as described in a) above	Optional*	5 hours twice a year upon request
Assistance as described in b) above	Optional*	5 hours twice a year upon request

* Subject to additional payment.

Support request

The Customer must report each support request via email to support@varnish-software.com.

If the request is a Severity A or B request, the Customer must also notify Varnish via phone at +47 815 68 544.

Supported Software Versions

Varnish will only provide Support for the latest version of the Software except in the following cases:

- Minor versions (as determined by Varnish) of the Software: Supported for 30 days after a new version has been released.
- Major version (as determined by Varnish) of the Software: Supported for 12 months after a new major version (as determined by Varnish) has been released.

If Customer reports an error in the Software that is corrected in a later released version of the Software Customer is required to upgrade.

If Customer has modified the Software in any way Varnish is not obliged to support the modified versions.

Professional Services

As an active and paying subscription holder under the Agreement, Varnish may offer the Customer Professional Services on a time and material basis. Such services may include:

- General advice
- Setup Services
- Custom development
- Training Services

Such services will be described and agreed upon in a separate agreement (Statement of Work) attached to an Order Form between Varnish and the Customer.