



MASTER SUBSCRIPTION AND SERVICES AGREEMENT

PLEASE READ THIS MASTER SUBSCRIPTION AND SERVICES AGREEMENT BEFORE PURCHASING OR USING THE PRODUCTS OR SERVICES. BY USING OR PURCHASING THE PRODUCTS OR SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE OR USE THE PRODUCTS OR SERVICES.

This Master Subscription and Services Agreement is between Nginx Software, Inc. ("Nginx"), with its principal place of business at 85 Federal Street, San Francisco, CA 94107 and the purchaser or user of Nginx's Products or Services that accepts the terms of this Agreement ("Customer"). The effective date of this Agreement ("Effective Date") is the date that Customer uses Nginx's Products or Services or agrees to these terms by entering into an Order Form. Capitalized terms have the meanings set forth in the sections in which they are used and in Section 12 below.

1. License Grant and Restrictions.

1.1 License. Subject to the terms and conditions of this Agreement, Nginx grants to Customer, during the term of the applicable Subscription designated on the applicable Order Form, a limited, non-exclusive and nontransferable license to use the Documentation and Products, in object code form, solely for the purpose of integrating the Products with Customer's applications, testing the Products with Customer's applications and providing End Users with the right to access the Web Services.

1.2 Restrictions. Except as otherwise expressly permitted in this Agreement, Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Products; (c) allow access or permit use of the Products or Documentation by any third party except authorized third-party contractors solely to provide services to Customer, provided that Customer shall be liable for all acts and omissions of such authorized third-party contractors; (d) circumvent the license keys embedded within the Products; (e) modify or create derivative works based upon the Products or Documentation; (f) disclose the results of any benchmark test of the Products to any third party; or (g) change any proprietary rights notices which appear in the Products or Documentation.

1.3 Copies. Customer may make up to two copies of the Products for backup and/or archival purposes.

1.4 Open Source Software. The Products and Deliverables may include individual open source software components, each of which has its own copyright and its own applicable license conditions. These open source software components are licensed to Customer under the terms of the applicable open source license conditions and/or copyright notices that can be found in the licenses file, the Documentation or other materials accompanying the Products and Deliverables.

1.5 ModSecurity Module. Customer may choose to license the ModSecurity software specifically designated as "ModSecurity Module" on the applicable Order Form as an optional add-on to Products that Customer licenses as part of a Subscription. The ModSecurity Module is not a Product under this Agreement. The

ModSecurity Module will be provided by Nginx with the Products, but the terms of this Agreement do not apply to the licensing of the ModSecurity Module, rather the licensing of the ModSecurity module is subject to the terms set forth at

<http://www.apache.org/licenses/LICENSE-2.0>

Therefore, Nginx will have no liability with respect to the licensing and use of the ModSecurity Module, including without limitation, any warranty or indemnification obligations. However, during the term of the applicable Subscription, Nginx will provide Support Services for the ModSecurity Module under the terms of this Agreement but notwithstanding any contrary provision in this Agreement, Support Services for ModSecurity Module will be provided as described in Section 2.6 (Support Services for ModSecurity Module) of Exhibit A only.

2. **Professional Services.** Nginx will provide Professional Services for Customer as set forth in the applicable Order Form. Customer shall reimburse Nginx for all pre-approved travel and living expenses incurred by Nginx personnel in performing the Professional Services.

3. **Fees and Payment.** Customer agrees to pay Nginx the Fees as stated on the applicable Order Form. Customer will pay directly any taxes arising out of this Agreement or Nginx's performance under this Agreement, but excluding taxes on Nginx's net income. If any applicable law requires Customer to withhold amounts from any payments to Nginx under this Agreement, (a) Customer shall effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Nginx with tax receipts evidencing the payments of such amounts and (b) the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, Nginx receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Nginx would have received and retained absent the required deduction or withholding. Unless set forth in the applicable Order Form, Fees shall be: (i) invoiced in full upon the effective date of the applicable Order Form, (ii) paid in US dollars, and (iii) paid within thirty (30) days of the date of the invoice. Payments are nonrefundable and shall be made without right of set-off or chargeback. If Customer does not pay the invoices when due, Nginx may charge interest at one percent (1%) per month on the unpaid balance. If Customer fails to pay Fees in accordance with this

Section, Nginx may suspend fulfilling its obligations under this Agreement until such payment is received by Nginx.

4. Support Services. Nginx shall provide Support Services as described in Exhibit A during the term of the Subscription set forth in the applicable Order Form.

5. Ownership.

5.1 Products. Notwithstanding anything to the contrary, except for the limited license rights expressly provided in this Agreement, Nginx has and will retain all rights, title and interest in and to the Products, Updates and Documentation (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to the Products and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.

5.2 Deliverables. Customer acknowledges that Nginx may create software or other works of authorship delivered to Customer pursuant to or in connection with the performance of consulting Professional Services (a "Deliverable"). Subject to Customer's rights in the Customer Confidential Information, Nginx shall own all right, title and interest in such Deliverables, including all intellectual property rights therein and thereto. Nginx grants to Customer a nonexclusive, non-transferable, royalty-free license to use any Deliverables for Customer's internal purposes.

5.3 Training Materials. Customer agrees and acknowledges that Customer is not obtaining any intellectual property right in or to any training materials provided by Nginx to Customer in connection with the provision to Customer of training Professional Services ("Training Materials"), other than the rights of use specifically granted in this Agreement. Customer will be entitled to keep and use all Training Materials provided by Nginx to Customer, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Nginx. In particular, and without limitation, Training Materials may not be modified, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. All Nginx trademarks, trade names, logos and notices present on the Training Materials will be preserved.

6. Warranties.

6.1 Products. Nginx warrants to Customer only that, for a period of thirty (30) days following the date the Products are initially licensed by Customer ("Warranty Period"), the Products shall substantially conform to the description contained in the applicable Documentation. If during the Warranty Period the Products do not substantially conform to the description contained in the applicable Documentation, Nginx shall perform the Support Services described in Exhibit A.

6.2 Services. Nginx warrants to Customer only that the Services shall be performed in a workmanlike manner and shall conform to standards of the industry. If the Services are not performed as set forth above, Nginx shall re-perform the applicable Services.

6.3 The remedies in Section 6.1 and 6.2 are Customer's sole and exclusive remedies for breach of warranty and Nginx's sole and exclusive liability for breach of warranty.

6.4 The warranties in Sections 6.1 and 6.2 are made to and for the benefit of Customer only. The warranties shall apply only if: (i) the Products have been properly installed and used at all times in accor-

dance with the instructions in the applicable Documentation; (ii) no modification, alteration or addition has been made to the Products; and (iii) Nginx receives written notification of the breach, in the case of the warranty in Section 6.1, within thirty (30) days following the date the Products were initially licensed by Customer, and in the case of the warranty in Section 6.2, within ten (10) days following the performance of the relevant Services.

6.5 Disclaimer. EXCEPT FOR THE WARRANTIES IN THIS SECTION 6, THE PRODUCTS, SERVICES, DELIVERABLES, DOCUMENTATION AND TRAINING MATERIALS ARE PROVIDED "AS-IS" AND NGINX AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, NON-INFRINGEMENT, TITLE, PERFORMANCE, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE PRODUCTS, SERVICES, DELIVERABLES, DOCUMENTATION AND TRAINING MATERIALS ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, CONTROL OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, OR DIRECT LIFE SUPPORT SYSTEMS. CUSTOMER ACKNOWLEDGES THAT NGINX HAS NO RESPONSIBILITY FOR ANY HARDWARE ON WHICH CUSTOMER INSTALLS OR EXECUTES THE PRODUCTS.

7. Indemnification. Subject to the terms of this Agreement, Nginx shall (i) defend, or at its option settle, a third party claim brought against Customer alleging that the Products or Deliverables infringe such third party's patent, copyright or trademark, or makes intentional, unlawful use of such party's trade secret (each, an "Infringement Claim") and (ii) pay any settlement of such Infringement Claim consented to by Nginx or pay any damages finally awarded against Customer to such third party by a court of competent jurisdiction as the result of such Infringement Claim; provided that Customer: (a) notifies Nginx promptly in writing of such Infringement Claim, (b) grants Nginx sole control over the defense and settlement of such Infringement Claim, and (c) reasonably cooperates in response to a Nginx request for assistance. Nginx will have the exclusive right to defend any such Infringement Claim and make settlements at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of Nginx. If Customer's use of any Products or Deliverables is enjoined, Nginx shall, at its option and expense, (A) procure for Customer the right to make continued use of the Products or Deliverables, (B) replace or modify such so that they become non-infringing, or (C) request return of the Products or Deliverables, and upon receipt of such Products or Deliverables, the corresponding licenses are terminated and Nginx shall refund as applicable the prepaid but unused Fees paid for the infringing Products or the Fees paid for the infringing Deliverables less straight line depreciation based on a three (3) year useful life. Nginx shall have no liability under this Section 7 if the alleged infringement is based on: (1) combination with non-Nginx products, data or business processes, (2) use for a purpose or in a manner for which the Products or Deliverables were not designed, (3) use of any older release of the Products or Deliverables when use of a newer Nginx revision would have avoided the infringement, (4) any modification or alteration of the Products or Deliverables, (5) any intellectual property

right owned or licensed by Customer, excluding the Products or Deliverables, (6) Nginx's compliance with any materials, designs, specifications or instructions provided by Customer, (7) Customer using the Products or Deliverables after Nginx notifies Customer to discontinue using due to such a claim, or (8) open source software. THIS SECTION 7 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NGINX'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

8. Limitation of Liability. IN NO EVENT WILL NGINX OR ITS SUPPLIERS BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, RELIANCE, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED. IN NO EVENT WILL NGINX'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID TO NGINX BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. IN NO EVENT WILL NGINX'S SUPPLIERS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT, AND IN NO EVENT WILL NGINX HAVE ANY LIABILITY WITH RESPECT TO MODSECURITY MODULE EXCEPT AS SPECIFICALLY DESCRIBED IN THIS AGREEMENT WITH RESPECT TO SUPPORT SERVICES FOR SUCH MODSECURITY MODULE. THE PROVISIONS OF THIS SECTION 8 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER, NGINX AND NGINX'S SUPPLIERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

9. Term and Termination.

9.1 This Agreement shall commence on the Effective Date and continue until terminated as set forth in this Agreement ("Term"). Either party may terminate this Agreement upon notice in the event that the other party breaches this Agreement and does not cure such breach within thirty (30) days of receipt of written notice. Each Subscription shall begin on the date Customer purchases the Subscription by entering into an applicable Order Form and shall continue during the time Customer has paid the initial Subscription Fees ("Initial Term"), unless terminated earlier in accordance with this Section 9.1. Subscriptions shall automatically renew for additional terms of one (1) year each (each a "Renewal Term") unless either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The applicable licenses granted in Section 1 of this Agreement automatically terminate upon the termination of the underlying Subscription or this Agreement. Upon the expiration or termination of the underlying Subscription or this Agreement, Customer must de-install and destroy the Products, all associated Documentation and Confidential Information and certify such de-installation and destruction in writing to Nginx.

9.2 Sections 1.2 and 5-12 shall survive the expiration or termination of this Agreement.

9.3 During the Term and for one (1) year following termination or expiration of this Agreement (but no more than once in a calendar year), Nginx and its auditors may inspect Customer's records relating to its reproduction and use of the Products and Deliverables for the purposes of verifying Customer's compliance with this Agreement. Customer shall cooperate fully with Nginx and its auditors in conducting audits and provide reasonable assistance. If an underpayment is discovered, Customer shall promptly pay such amount. If an underpayment of more than ten percent (10%) for the

period audited is discovered, Customer shall promptly reimburse Nginx for the cost of the audit.

10. Confidentiality. For a period of five (5) years from the date of disclosure of the applicable Confidential Information, the Receiving Party shall (i) hold the Confidential Information of the Disclosing Party in trust and confidence and avoid the disclosure or release of such Confidential Information to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the Disclosing Party for any purpose whatsoever except as expressly contemplated under this Agreement; provided that, to the extent the Confidential Information constitutes a trade secret under law, the Receiving Party agrees to protect such information for so long as it qualifies as a trade secret under applicable law. The Receiving Party shall disclose the Confidential Information of the Disclosing Party only to those of its employees and contractors having a need to know such Confidential Information and shall ensure that such employees and contractors comply with the provisions of this Section. The obligations under this Section shall not apply to information that the Disclosing Party can demonstrate (a) was in its possession at the time of disclosure and without restriction as to confidentiality, (b) at the time of disclosure is generally available to the public or after disclosure to the Receiving Party becomes generally available to the public through no breach of this Agreement or other wrongful act by the Receiving Party, (c) has been received from a third party without restriction on disclosure and without breach of this Agreement by the Receiving Party, or (d) is independently developed by the Receiving Party without regard to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party gives the Disclosing Party prompt notice thereof if the Receiving Party is legally permitted to do so. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Nginx, its employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Subscriptions and Services performed under this Agreement.

11. General.

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement which does not include the use of the Products or Services in violation of the terms of this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Purchase orders shall be for the sole purpose of defining quantities, prices and describing the Products and Services to be provided under this Agreement and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter of this Agreement.

11.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

11.3 Waiver. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement.

11.4 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due).

11.5 No Third Party Beneficiaries. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of Nginx and Customer and do not create any right in favor of any third party.

11.6 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of New York, without reference to the principles of conflicts of law. The provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties shall attempt to resolve any dispute related to this Agreement informally, initially through their respective management, and then by non-binding mediation in New York, New York. Any litigation related to this Agreement shall be brought in the state or federal courts located in New York, New York, and only in those courts and each party irrevocably waives any objections to such venue.

11.7 Notices. All notices must be in writing and shall be effective three (3) days after the date sent to the other party's headquarters, Attention Legal Department.

11.8 Government Regulation. Customer acknowledges that the Products and Deliverables are subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. Customer may not export or re-export the Products or Deliverables except in compliance with the U.S. Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Products, Deliverables or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products and Deliverables are further restricted from being used for terrorist activity, or for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. The Products, Deliverables and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Products, Deliverables and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement.

11.9 Marketing. Customer agrees that: (a) Nginx may use Customer's logo on its website, (b) Customer will serve as a reference customer for the Products and (c) Customer will

work together with Nginx to prepare a case study based on Customer's use of the Products.

12. Definitions.

"Confidential Information" means any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one party to the other party under this Agreement in connection with the transactions contemplated under this Agreement, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any related information, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

"Disclosing Party" means the party to this Agreement disclosing Confidential Information to the other party.

"Documentation" means the electronic user and administrative manuals contained within the Products or provided to Customer by Nginx with the Updates.

"End Users" mean the end user customers that subscribe to the Web Services.

"Error" means a reproducible failure of the Products or ModSecurity Module to comply in a material respect with its Documentation when used as authorized under the relevant terms and conditions.

"Fees" mean the fees set forth in the applicable Order Form for Subscriptions, Services and any pre-approved travel and living expenses incurred by Nginx personnel in performing the Services.

"Named Contacts" means the engineering and support personnel who are knowledgeable and trained on the Products and ModSecurity Module if applicable that are authorized to contact Nginx for Support Services.

"Order Form" is an order form entered into by Nginx and Customer for Subscriptions and / or Professional Services which incorporates this Agreement.

"Products" means the products licensed by Nginx to Customer as listed on the applicable Order Form and any Updates to such Products provided to Customer under this Agreement.

"Professional Services" mean the consulting and training services provided by Nginx under this Agreement.

"Receiving Party" means the party to this Agreement receiving Confidential Information from the other party.

"Services" means collectively the Support Services and the Professional Services.

"Subscription" means the term license to the Products and Support Services during such term as described in Section 1 and the applicable Order Form.

"Support Services" mean the maintenance and support Services provided by Nginx under this Agreement as further described in Exhibit A.

"Update" means a Major Version, Minor Version or Maintenance Version of the Products or ModSecurity Module made available by Nginx as part of the Support Services. Major Version means a later version of the Products or ModSecurity Module identified by a change in the first digit to the left of the decimal point ((X).yy-zz); Minor Version means a later version of the Products or ModSecurity Module identified by a change in the digit(s) to the right of the decimal point (x.(YY)-zz); and Maintenance Version means a later

version of the Products or ModSecurity Module identified by a change in the digits to the right of the dash sign (x.yy-(ZZ)).

“Web Services” means Customer’s online web service offerings. The Web Services must not allow End Users to access or use the

Products directly and must not offer functionality which is competitive with or would serve as a replacement or substitute for the functionality of the Products on a stand-alone basis.

EXHIBIT A SUPPORT SERVICES

During the applicable Subscription term, Nginx will provide Support Services for: (a) the Products licensed by Customer from Nginx on the terms and conditions set forth below; and (b) the ModSecurity Module if applicable under the terms set forth in Section 1.5 (ModSecurity Module) of the Agreement and the relevant portions of this Exhibit A as specified in Section 2.6 (Support Services for ModSecurity Module) below. Nginx will provide Support Services only for the Products licensed from Nginx by Customer and if applicable only for the ModSecurity Module as licensed under the applicable licensing terms referenced in Section 1.5 (ModSecurity Module) of the Agreement and later Updates of the same Products or ModSecurity Module.

1. Support Services

Nginx will provide the following Support Services:

- 1.1 Update Releases Provided. Nginx shall make available to Customer all Updates made generally available to Subscription customers by Nginx.
- 1.2 Proactive Security Notifications. Nginx shall proactively make available to Customer all internal security bulletins.
- 1.3 Update Distribution. Updates will be provided for download from the Nginx customer support portal. Updated Documentation will be provided with such new Updates. Customer acknowledges and agrees that Nginx shall have no responsibility to install or configure any Products or ModSecurity Module as part of the Support Services.
- 1.4 Documentation or Configuration Issues Resolved. Nginx will help Customer resolve doubts with Documentation where observed Product behavior is different from Documentation, Documentation isn’t clear or consistent, or other minor Documentation issues occur.
- 1.5 Binary Package Issues Resolved. Nginx will assist Customer in resolving warnings on binary launch, system library conflicts or other issues with the binary Nginx packages. Customer acknowledges and agrees that Nginx shall have no responsibility to directly participate in installation or configuration of any Products as part of the Support Services. Nginx shall also not be responsible for resolving any other compatibility issues unrelated to the Nginx binary package.
- 1.6 Error Correction. Following receipt of notice of an Error from a Named Contact, Nginx shall make commercially reasonable efforts to: (a) respond to Customer within the corresponding SLA time (see below); (b) reproduce the issue; and (c) repair any Errors or provide a workaround.

The following table summarizes SLA parameters for Basic, Professional and Enterprise levels of support¹:

SLA	Basic	Professional	Enterprise
Support hours	9x5	24x7 ²	24x7 ²
Number of incidents	Unlimited	Unlimited	Unlimited
Initial response time	8 hours	2 hours	30 Minutes
Answers about Documentation	24 hours	8 hours	2 hours
Email and Web Support	Yes	Yes	Yes
Phone support	No	Yes	Yes
Software Updates	Major, Minor and Maintenance Versions	Major, Minor and Maintenance Versions	Major, Minor and Maintenance Versions
Hot bug fixes	No	Yes	Yes
Support for 3 rd party modules	No	Yes	Yes

¹ Basic, Professional and Enterprise Level SLAs are not applicable to the Developer Edition Subscriptions.
² 24x7 for High and Medium Severity incidents only

2. Support Obligations

2.1 Classification for Prioritization. Nginx shall initially classify Errors in accordance with the severity breakdown set forth below and based on the circumstances described by Customer. Nginx will use commercially reasonable efforts to provide the services described below for each type of Error observed.

Severity Level	Description
1	<p><u>High Severity</u></p> <p>Prevents Customer from continuing use of Product(s), or critically impacts core function of the Products or Customer's environment. Causes the Products to experience downtime, or performance of the Products is severely degraded due in whole or in part to an Error. No workaround known to Customer. Nginx will use continuous efforts during the support hours shown above to provide a resolution for any Severity Level 1 Error.</p>
2	<p><u>Medium Severity</u></p> <p>Prevents Customer from continuing use of a function of the Products, but does not affect the performance or functionality of the Customer's environment in its entirety. Impacts Customer's ability to use the Products, the severity of which is significant and may be repetitive in nature. Nginx will use commercially reasonable efforts during its normal hours of operation to provide a resolution for any Severity 2 Errors.</p>
3	<p><u>Low Severity</u></p> <p>The reported Error is minor, not inhibiting any of the necessary functionality of the Products. Error negligibly impacts Customer's ability to use the Products, and Products remain functional. This category may include enhancement requests, common how-to questions, and any Product issues with a viable workaround. As soon as it is commercially practicable, Nginx will use reasonable efforts during its normal hours of operation to provide a resolution for any Severity 3 Error.</p>
4	<p><u>Request for Information</u></p> <p>Includes minor, cosmetic, or documentation-related issues, and enhancement requests that are not time-sensitive. There is no impact on the Product's existing features, functionality, performance or stability. Nginx will provide solutions in its sole discretion.</p>

2.2 Progress Reporting. Nginx shall issue a trouble ticket number for each Error reported by the Named Contact to Nginx. Each Error will be tracked by trouble ticket number and will include all associated symptoms and activities. Named Contact shall reference the ticket number in all communications associated with an Error. Customer and Nginx shall keep each other's support personnel informed of the progress when resolving any Error. The trouble ticket shall be closed by the Nginx customer support team upon acknowledgment by the Customer that the Error is resolved. If the Customer neither acknowledges, nor contests in writing the resolution of the Error within five (5) business days following an e-mail or other written notification by the Nginx customer support team to the Customer and the Nginx customer support team considers the Error resolved, the trouble ticket shall be closed.

2.3 Customer Support Operations. Nginx will provide Support Services via e-mail, or telephone help line (if applicable) during the term of the applicable Subscription to Named Contacts. Customer should first consult the online support portal as it provides a knowledge base and answers to frequently asked customer questions. The contact information for the Nginx customer support team is:

E-Mail: plus-support@nginx.com

2.4 Conditions for Providing Support Services. Nginx's obligation to provide Support Services is conditioned upon the following: (a) Customer makes reasonable efforts to correct the Error after consulting with Nginx; (b) Customer provides Nginx with sufficient information and resources to correct the Error either at Nginx's customer support center or via remote access to Customer's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Customer promptly installs all Updates; and (d) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Products and ModSecurity Module, if applicable.

2.5 Exclusions. The following are excluded from Nginx's Support Services obligations: (a) Products or ModSecurity Module that are used on or in conjunction with hardware or software other than as specified in the applicable Documentation; (b) altered or modified Products or ModSecurity Module; (c) defects in the Products or ModSecurity Module due to accident, hardware malfunction, abuse or improper use; (d) any version of the Products or ModSecurity Module for which Support Services have been discontinued by Nginx; (e) any Error caused by ModSecurity Module not licensed through Nginx; however, this exception will not apply to an Error caused by ModSecurity Module if Customer has purchased the optional add-on for such ModSecurity Module; (f) evaluation software or other software provided by Nginx at no charge; (g) open source versions of Nginx products; and (h) any products sold separately by Nginx.

2.6 Support Services for ModSecurity Module. Support Services for ModSecurity Module are limited to: (a) the provision of Updates as described in Sections 1.1 (Update Releases Provided) and 1.3 (Update Distribution) above, and (b) commercially reasonable assistance for installation, initial configuration, fault-finding and troubleshooting. The provisions of Section 2.2 through 2.5 of this Exhibit A also apply to Support Services for the ModSecurity Module. All provisions of this Exhibit A not specifically referenced in this Section 2.6 (Support Services for ModSecurity Module) do not apply to Support Services for ModSecurity Module.