

EVERFOX

CUSTOMER HARDWARE SUPPORT PROGRAM DESCRIPTION

(last updated November 5, 2025)

This Hardware Support Program Description ("Hardware Support Policy") governs the support and warranties of hardware products from Everfox. This Hardware Support Policy is incorporated into and governed by the applicable End User License Agreement ("EULA") and the applicable Hardware Terms of Sale and collectively forms part of the overall agreement between Customer and Everfox.

1. DEFINITIONS AND SCOPE

1.1. Definitions

For the purposes of this Hardware Support Policy the following terms shall have the meanings set out below. Capitalized terms not otherwise defined in the present Hardware Support Policy shall take the meaning as set out in the applicable EULA or Hardware Terms of Sale.

- 1.1.1. "**Hardware**" means all physical equipment, devices, appliances, and related components sold by Everfox, including but not limited to: (a) **General-Purpose Hardware** consisting of commercially available servers, networking equipment, and standard IT infrastructure components; and (b) **Specialized Security Devices** consisting of proprietary cybersecurity appliances and bespoke security hardware designed or manufactured specifically for Everfox.
- 1.1.2. "**Controlled Hardware**" means any Hardware subject to the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), or other applicable export control laws and regulations.
- 1.1.3. "**Hardware Support**" or "**Hardware Support Services**" means the hardware support services described in Section 2 of this Hardware Support Policy.
- 1.1.4. "**Customer**" means the ultimate end-user of the Hardware specified in a signed purchase order that has been accepted by Everfox ("**Purchase Order**").
- 1.1.5. "**End of Sale Date**" means the date on which Everfox ceases accepting orders for the relevant Hardware, whether directly or through authorised resellers or distributors, such date to be determined by Everfox in its sole discretion and notified to Customer.
- 1.1.6. "**End of Support Date**" means the date on which Everfox's obligations to provide any Hardware Support Services for the applicable Hardware will cease.

1.2. Scope and Application

1.2.1. End of Sale

After the End of Sale Date:

- The relevant Hardware will no longer be available for new purchase.
- Any commitments relating to warranty, repair, or replacement will continue to apply in accordance with the original terms of sale.
- Support Services will remain available in respect of the relevant Hardware until the applicable End of Support date.

1.2.2. End of Support

- Save for exceptional circumstances (such as a shortage of parts not attributable to Everfox's own procurement processes) Everfox will provide at least six (6) months prior written notice of any End of Support for the relevant Hardware, provided that such notice will not be given any earlier than thirty (30) months from the original delivery date of the relevant Hardware.
- After the End of Support date, the Hardware shall be deemed "End of Life," and no further technical assistance, updates, or repairs will be provided.

1.3. Compliance with Applicable Laws and Contract Terms

- 1.3.1. **Contractual and Legal Hierarchy.** Where Customer has purchased Hardware under a government contract, prime contract, framework agreement, or other contractual arrangement that imposes

obligations relating to support services, the terms of such agreement shall govern to the extent they conflict with or impose additional requirements beyond this Hardware Support Policy. All Hardware Support Services shall be performed in compliance with applicable laws, regulations, and export control requirements in the jurisdictions where such services are provided.

1.3.2. **Export Control Limitations.** Hardware Support Services for all Hardware may be restricted or unavailable based on applicable export control laws, licensing requirements, Customer location, end-user restrictions, and personnel clearance levels, with Controlled Hardware subject to heightened restrictions. Everfox reserves the right to limit, suspend, or terminate Hardware Support Services where providing such services would violate applicable export control laws or regulations.

1.3.3. **Legal Compliance.** Nothing in this Hardware Support Policy shall require or permit Everfox to violate applicable law, breach export control restrictions, or contravene regulatory requirements. Where legal or regulatory compliance would prevent Everfox from performing any Hardware Support Services obligation, such inability to perform shall not constitute a breach of this Hardware Support Policy.

2. HARDWARE SUPPORT SERVICES

- 2.1. **Hardware Support Eligibility.** For so long as Customer maintains the Hardware under a contract for Hardware Support and is current with the payment of the Support Fees, Everfox will provide Hardware Support for the relevant Hardware.
- 2.2. **Scope of Hardware Support.** Hardware Support includes: (a) diagnosing hardware and firmware issues remotely or, when requested by Customer and agreed upon by Everfox, on-site (on-site diagnostics may be subject to additional Fees); (b) identifying resolutions and providing firmware patches and upgrades to be installed by the Customer; (c) coordinating repair or replacement for eligible Hardware under Warranty; and (d) coordinating hardware upgrades or expansions (such as additional RAM, CPU, storage, or other components) when requested by Customer and agreed upon by Everfox, which may be subject to additional Fees.
- 2.3. **Service Level Efforts.** Everfox will use its reasonable endeavors to comply with the service levels outlined in this document, however given the unknown nature of the type or recurrence of the fault, compliance by Everfox with the service levels cannot be assured.
- 2.4. **Support Term and Effective Date.** Hardware Support commences on the support effective date ("Support Effective Date") specified in the Hardware delivery certificate issued by Everfox to Customer ("Hardware Certificate") and continues for the Support Term as set out in the Hardware Certificate and/or the Order. Where Customer purchases a renewal of Support in respect of Hardware, the renewed Support Term for that Hardware shall be as set out in the relevant Order.
- 2.5. **Customer Installation Responsibilities.** Unless otherwise agreed in writing, Customer is responsible for the installation and configuration of all Hardware. Customer may perform installation using its own qualified personnel or may engage third-party contractors at Customer's expense.
- 2.6. **Use Beyond End of Support.** If Customer continues to use Hardware after the End of Support date such continued use shall be entirely at Customer's sole risk and Everfox shall have no liability whatsoever for any losses, damages, claims, costs, or expenses arising from or relating to such continued use.
- 2.7. **Exclusions.** For the avoidance of doubt, Hardware Support does not cover Excluded Maintenance as defined in Section 8.

3. HARDWARE WARRANTY

- 3.1. **Warranty Term.** The "Warranty Term" begins on delivery date and continues for the duration of Hardware Support Services. If Customer allows the support coverage to lapse, warranty coverage terminates at the end of the last fully paid support period, and any subsequent renewal may not reinstate warranty eligibility for previously covered Hardware.
- 3.2. **Warranty Coverage.** If during the Warranty Term Everfox determines in its reasonable discretion that Hardware is faulty, Everfox shall, at its sole discretion, repair or replace the faulty Hardware in accordance with Section 5 of this Hardware Support Policy at no additional fee to Customer for the repair or replacement itself ("Warranty").
- 3.3. **Scope.** The Warranty covers the entire Hardware and all replacement parts for all Hardware elements

(including Field Replaceable Units ("FRUs"¹)).

- 3.4. **Replacement Hardware.** If at the time a Warranty replacement is required (due to defect or failure) Everfox determines that the original Hardware model is unavailable or impractical to provide (including, but not limited to, situations where the faulty Hardware has gone End of Sale), Everfox reserves the right to provide a replacement Hardware that is:
 - 3.4.1. of equivalent or greater functionality; and
 - 3.4.2. of equivalent or greater value.
- 3.5. **Replacement Variations.** The replacement may be a different model, form factor, or version than the originally purchased product. Everfox makes no guarantee that the replacement will be identical in physical dimensions, interfaces, or specifications, but will ensure that it fulfills the intended use case and performance level of the original product.
- 3.6. **Refurbished Replacement Hardware.** Everfox makes no guarantees that replacement Hardware shall be brand-new and reserves the right to provide Customer with refurbished Hardware that meets or exceeds applicable functionality and performance requirements of the original Hardware. Replacement Hardware assumes the remaining Warranty Term of the unit being replaced.
- 3.7. **WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 3 (HARDWARE WARRANTY), EVERFOX MAKES NO ADDITIONAL REPRESENTATION, WARRANTY, TERM OR CONDITION OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER TO THE FULLEST EXTENT PERMITTED BY LAW. EVERFOX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND NON-INFRINGEMENT. EVERFOX DOES NOT WARRANT THAT THE HARDWARE WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH PRODUCTS NOT SUPPLIED BY EVERFOX.
- 3.8. **Exclusive Remedies.** The repair or replacement remedies provided in this Section 3 constitute Customer's sole and exclusive remedies for breach of warranty and Everfox's entire liability with respect to defective Hardware.
- 3.9. **Warranty Exclusions and Limitations.** This Section 3 does not apply to: (a) circumstances constituting Excluded Maintenance as defined in Section 8 (including Customer negligence, improper use, unauthorized modifications, and normal wear and tear), or (b) General-Purpose Hardware as addressed in Section 8.3, which may only be covered by original equipment manufacturer warranties.

4. HARDWARE REPAIR/REPLACEMENT PROCESS

The following repair and replacement processes apply to Hardware covered by Everfox warranty under Section 3, excluding General-Purpose Hardware as defined in Section 8.3.

4.1. Standard Repair/Replacement Process (Hardware Return Required).

Where a fault occurs with the Hardware and the Hardware is not covered by a Hardware Retention Offering (as described in Section 6), the following process shall apply:

- 4.1.1. **Logging Support Request.** Customer shall log a support request via Everfox's then-current standard support mechanisms, which may include online portal or other channels as specified in the Customer Software Support Program Description (available at everfox.com/terms) or the applicable Order.
- 4.1.2. **Required Information.** Customer shall provide the part number; serial number(s); quantity; reason for repair/replacement request; an explanation of all failure symptoms; and all other relevant information.
- 4.1.3. **Diagnostic Steps.** Everfox may request Customer to perform additional steps to confirm the failure, this could include (but is not limited to):
 - Requesting further log and configuration information
 - Putting the unit into Recovery mode
 - Updating any of the firmware and/or software images.

¹ Field Replaceable Units ("FRU"s) represent those hardware components provided by Everfox that can be easily replaced by Customer onsite; for example, fans, power supply units, network adaptors, switches, serial console servers.

- 4.1.4. **Right to Request On-Site Inspection.** Everfox reserves the right to request that a suitably security cleared Everfox engineer, or contractor, be escorted to inspect the failed Hardware unit and to potentially attempt resolution. In this event, Customer commits to provide such engineer with the necessary access to the relevant facilities.
- 4.1.5. **Fault Confirmation and Replacement Decision.** Upon confirmation by Everfox of a fault that cannot be resolved onsite, and assuming such fault does not fall within Excluded Maintenance, Everfox will either ship replacement parts for Customer to install (FRUs only) or if Everfox deems that the Hardware unit needs to be replaced, Customer will be provided with an RMA number and Everfox will ship a replacement Hardware unit to Customer in accordance with the dispatch targets set forth in Section 5.2.
- 4.1.6. **Packaging and Return Preparation.** Customer shall package the faulty Hardware in its original packing material or equivalent, write the RMA number on the outside of the package, and return it properly insured to Everfox's designated facility.
- 4.1.7. **Return Timing for Non-Garrison Hardware.** If the faulty Hardware is not a Garrison Isolation Appliance or Garrison Transfer Appliance, the Customer shall dispatch the faulty Hardware back to Everfox within ten (10) Business Days of receipt of the replacement Hardware unit. If Customer fails to return the faulty Hardware within this timeframe, Everfox reserves the right to invoice Customer for the replacement Hardware unit. Title to the replacement Hardware shall not transfer to Customer until either the faulty Hardware is received by Everfox or any such invoice is paid in full.
- 4.1.8. **Return Timing for Garrison Hardware.** If the faulty Hardware is a Garrison Isolation Appliance or Garrison Transfer Appliance, Customer shall dispatch the faulty Hardware to Everfox's designated facility prior to receiving a replacement unit. Everfox will dispatch the replacement Hardware within five (5) Business Days after receipt of Customer's faulty Hardware at Everfox's designated facility in accordance with Section 5.2.3.
- 4.1.9. **Data Sanitization.** It is Customer's responsibility to ensure any Hardware is sanitized of any sensitive or classified data in accordance with Customer's own policies and requirements prior to returning the Hardware to Everfox.
- 4.1.10. **Return Shipping Terms.** Customer shall be responsible for all costs and compliance requirements associated with shipping faulty Hardware to Everfox, including but not limited to freight, insurance, duties, taxes, and any required export licenses or authorizations. Shipment shall be FOB Origin (Customer's location), with risk of loss or damage passing to Everfox only upon delivery to Everfox's designated facility. Customer shall ensure faulty Hardware is properly packaged and insured during transit. **Where export control laws or regulations prohibit Customer from returning Hardware to Everfox, the provisions of Section 4.4 (Inability to Return Hardware) shall apply.**
- 4.1.11. **Inspection Upon Receipt.** On receipt of the faulty Hardware, Everfox will inspect the Hardware for damage. Where the fault is due to Excluded Maintenance, any repairs or replacements on this unit to return it to the Customer or to Everfox's Warranty pool will be undertaken at Customer's expense.
- 4.1.12. **Removed Parts.** All parts and components removed from the Hardware while performing the Hardware support services shall no longer constitute part of the Hardware.
- 4.2. **Hardware Retention Repair/Replacement Process (No Hardware Return).** Where a fault occurs with the Hardware and the Hardware is covered by a Hardware Retention Offering (as described in Section 6), the following process shall apply:
- 4.2.1. **Logging Support Request.** Customer shall log a support request via Everfox's then-current standard support mechanisms, which may include online portal or other channels as specified in the Customer Software Support Program Description (available at everfox.com/terms) or the applicable Order.
- 4.2.2. **Required Information.** Customer shall provide the part number; serial number(s); quantity; reason for repair/replacement request; an explanation of all failure symptoms; and all other relevant information.
- 4.2.3. **Diagnostic Steps.** Everfox may request Customer to perform additional steps to confirm the failure, this could include (but is not limited to):
- Requesting further log and configuration information
 - Putting the unit into Recovery mode
 - Updating any of the firmware and/or software images.
- 4.2.4. **Right to Request On-Site Inspection.** Everfox reserves the right to request that a suitably security cleared Everfox engineer, or contractor, be escorted to inspect the failed Hardware unit and to potentially

attempt resolution. In this event, Customer commits to provide such engineer with the necessary access to the relevant facilities.

- 4.2.5. **Fault Confirmation and Replacement Decision.** Upon confirmation by Everfox of a fault that cannot be resolved onsite to a Hardware unit covered by a Hardware Retention Offering, and assuming such fault does not fall within Excluded Maintenance, Everfox will either ship replacement parts for Customer to install (FRUs only) or if Everfox deems that the Hardware unit needs to be replaced, Everfox will ship a replacement Hardware unit to Customer in accordance with the dispatch targets set forth in Section 5.3.
- 4.2.6. **Decommissioning Requirement.** Upon receipt of the replacement Hardware unit and/or component, Customer shall decommission the faulty Hardware unit and/or component and schedule it for destruction.
- 4.2.7. **Certificate of Destruction.** Customer shall confirm via the Everfox Service Desk that the faulty Hardware appliance and/or component has been decommissioned and will provide Everfox with a certificate of destruction within six (6) months from receipt of the replacement Hardware unit and/or component. Failure to provide the certificate of destruction within this timeframe may result in suspension of Hardware Retention Offering eligibility for future Hardware failures. Repeated failure to provide certificates of destruction may result in permanent ineligibility for the Hardware Retention Offering.
- 4.2.8. **Proactive Modifications.** Where Everfox identifies a Hardware fault and wishes to proactively implement a modification to three (3) or more of Customer's owned Hardware units to fix the identified fault, the Hardware units will not be replaced and instead Everfox will send a suitably security cleared engineer on Customer's site to implement the required change.
- 4.2.9. **Modification Facilities and Responsibilities.** Customer will be responsible for providing suitable lab facilities for the Everfox or third-party engineer. In advance of carrying out the work, Everfox will inform Customer about the implications of implementing or not implementing the recommended modification. Should Customer decide not to implement the modification Everfox shall be under no obligation to replace or repair any Hardware arising directly from such Customer's decision.
- 4.2.10. **Garrison Isolation Appliance Node Threshold.** For Garrison Isolation Appliances covered under the Hardware Retention Offering, if the number of functional SAVI nodes degrades but the Hardware unit remains fully operational, the Hardware unit will only be replaced if the number of functional nodes falls below 95% of the Advertised Capacity. "Advertised Capacity" means the node capacity advertised on the Everfox support portal for the applicable Hardware unit. If the Hardware unit is not fully operational, it will be replaced regardless of node count.
- 4.3. **Ownership of Replacement Parts and Hardware.** All replacements and spare parts provided by Everfox to Customer shall become part of the Hardware and the property of Customer. Everfox will assign to Customer, with full title guarantee and free from all third-party rights, replacements provided by Everfox subject to full payment of any fees (if applicable) by Customer.
- 4.4. **Inability to Return Hardware.** Where Customer is unable to return the Hardware to Everfox due to export control restrictions, security classification, or other constraints, Everfox shall not be responsible for providing Customer with any Hardware replacement, unless: (a) at the time of claiming a replacement Customer has a valid Hardware Retention Offering that covers the specific faulty Hardware (see Section 6); or (b) Customer shall purchase Hardware Retention coverage retroactively for the failed Hardware unit at 200% of the current standard Hardware Retention fee applicable to the failed Hardware unit.

5. HARDWARE REPLACEMENT RESPONSE TARGETS

- 5.1. **Application and Scope.** The following dispatch targets apply to Hardware covered by Everfox warranty under Section 3, excluding General-Purpose Hardware (which is subject to separate support arrangements under Section 8.3). When Customer follows the Hardware Repair/Replacement Process in Section 4 and Everfox confirms a hardware fault, Everfox will determine, in its sole discretion, whether to replace the entire Hardware unit or dispatch FRUs for Customer installation. Everfox will use reasonable efforts to meet the following dispatch targets, which represent when Everfox ships replacement Hardware or components to Customer, not delivery or receipt targets.
- 5.2. **Standard Replacement Targets.** For Hardware subject to the Standard Repair/Replacement Process under Section 4.1, Everfox will use reasonable efforts to meet the following dispatch targets:
 - 5.2.1. **Full Unit Replacement (RMA):** dispatch a replacement Hardware unit to Customer within five (5) Business Days after confirmation of fault ("RMA Target").
 - 5.2.2. **Field Replaceable Unit (FRU) Replacement:** dispatch replacement parts for Customer to install within

five (5) Business Days after confirmation of an FRU fault ("FRU Target").

5.2.3. Garrison Products Exception: For Garrison Isolation Appliances and Garrison Transfer Appliances specifically, the RMA Target in Section 5.2.1 shall instead be five (5) Business Days after receipt of Customer's faulty Hardware unit at Everfox's designated facility ("Garrison RMA Target").

5.3. Hardware Retention Replacement Targets. For Hardware subject to the Hardware Retention Repair/Replacement Process under Section 4.2, the RMA Target and FRU Target set forth in Section 5.2 shall apply equally to Hardware covered by a Hardware Retention Offering under Section 6.

6. HARDWARE RETENTION OFFERING

6.1. Hardware Retention Offering Overview. At the time of original Hardware purchase, Customer may have the option to purchase a Hardware retention offering that allows Customer to retain the Hardware and/or components of the Hardware for their own destruction following a Hardware failure and to receive replacement Hardware and/or component without needing to ship the faulty Hardware and/or component back to Everfox ("Hardware Retention Offering").

6.2. Testing Requirements Prior to Installation. If Customer purchases the Hardware Retention Offering on one or more Hardware units and/or components, upon receipt of the applicable Hardware unit and/or components, Customer must first connect the unit(s) and/or components to a non-sensitive network to confirm that the Hardware and/or components are in good working order before installation into a sensitive network.

6.3. Confirmation of Good Working Order. Upon successful boot up in a non-sensitive network and confirmation that the Hardware and/or components are in good working order, Customer must confirm this fact in writing via an email to the Everfox service desk. If during the connection to a non-sensitive network it is deemed that the appliances and/or components are faulty or dead-on-arrival, the Hardware and/or components will be shipped back to Everfox and replacement(s) shipped back to Customer.

6.4. Failure to Test and Confirm. If Customer fails to comply with the requirements set forth in Sections 6.2 and 6.3, the Hardware Retention Offering shall not apply to that Hardware unit and/or component, and Everfox shall have no obligation to provide a replacement without return of the faulty Hardware in accordance with Section 4.1.

7. CUSTOMER OBLIGATIONS

7.1. General Customer Obligations. Customer acknowledges that Everfox's ability to provide effective Hardware Support Services depends on Customer's cooperation and fulfillment of the following obligations:

7.1.1. Access and Cooperation. Customer shall provide Everfox and its authorized contractors with reasonable access to Hardware, facilities, personnel, and information necessary to perform Hardware Support Services. For Hardware located in secured, classified, or restricted environments, Customer acknowledges that Everfox's ability to provide on-site support may be limited by security clearance requirements and facility access restrictions. In such cases, Everfox will work in good faith with Customer to provide alternative support methods, including remote assistance or coordination through appropriately cleared personnel. Everfox shall not be liable for any delays or inability to perform Hardware Support Services due to security restrictions, clearance requirements, or facility access limitations beyond Everfox's reasonable control;

7.1.2. Installation Environment. Customer shall provide a suitable installation environment for the Hardware that meets the standards provided by Everfox;

7.1.3. Skilled Support Liason. Customer shall provide suitably skilled engineers to support Everfox troubleshoot support issues and to replace FRUs where required;

7.1.4. Cooperation. Customer shall cooperate with Everfox in any manner reasonably required by Everfox in order to carry out the Support Services, including provision of information and data;

7.1.5. Internal Support. Unless otherwise agreed in writing, Customer is responsible to establish and maintain its own internal support function to provide Level 1 and 2 support to Customer's authorized users of the Everfox Hardware. It will be the responsibility of Customer's Level 2 team to escalate support issues to Everfox as required.

7.1.6. Required Information. Customer shall provide Everfox with at least the following information to initiate the Support process:

- Customer name and organization.

- Quote or Purchase Order number, where available.
- Technical contact information including: name, telephone number, and email address.
- The serial number(s) of the system(s) experiencing the issue
- The software and firmware version installed.
- Preliminary assessment of the scope and severity of the problem, including the number of affected users.
- Additional details and files as requested by Everfox as needed to resolve the issue.
- Shipping address for where the Hardware is located

7.1.7. **Case Number.** Customer shall retain and reference the Everfox-provided case number in order to facilitate future communications regarding the issue.

7.1.8. **Bug- / Fault-Reporting.** Customer shall report any suspected bugs or faults in the Hardware or Firmware to Everfox in a timely manner, and in accordance with the ticketing processes set out in Customer Software Support Program Description;

7.1.9. **Support Procedures.** Customer shall follow current Everfox's procedures, which may be amended from time to time, when requesting Support Services;

7.1.10. **Access to Personnel.** Customer shall provide Everfox with reasonable access to all necessary personnel to answer questions or to assist in the resolution of problems reported by Customer regarding the Hardware;

7.1.11. **Upgrades & Updates.** Customer shall, as soon as reasonably practicable, implement all Upgrades and Updates provided by Everfox under the EULA or this Hardware Support Policy;

7.1.12. **Communications Channel.** Customer shall provide sufficiently stable and reliable means of communication with Everfox via phone, web, email, or agreed-upon application to enable Everfox to provide the Support Services; and

7.1.13. **Internal Resolution.** Customer shall use reasonable endeavors to resolve internally any support questions prior to requesting the Support Services pursuant to this Hardware Support Policy.

7.2. **Hardware Relocation Notification Requirements.** If Customer wishes to transfer the Hardware to a different business location, either within or outside the country of purchase, they must notify Everfox in writing at least thirty (30) days in advance to ensure appropriate country registration (if applicable).

7.3. **Customer Availability for On-Site Service.** If a service technician is dispatched to Customer's site to carry out onsite Hardware Support Services, Customer or Customer's authorized representative must be available when the service technician arrives, or the service technician will not be able to service the Hardware. Missed service calls due to Customer's unavailability may result in additional charges for the follow-up service call.

7.4. **Impact of Failure to Provide Required Information.** Customer acknowledges and agrees that failure to have any or all information or access available as needed by Everfox in order to provide the Support Services may result in delays in Everfox's response; may hinder Everfox's ability to perform the Support Services; and/or may cause incorrect fulfillment. Everfox will not be responsible for any such delays or inability to perform (unless due to causes attributable to Everfox).

7.5. **Lapsed Support Renewal Requirements.** Customer shall maintain an Order for Hardware Support Services for all active Hardware. Where an Order for Hardware Support Services has lapsed and is subsequently renewed, the renewal Order shall be backdated to the expiry date of the Hardware Support Services as well as containing a commitment to the upcoming year. Customer shall be responsible for the payment of an additional one-off fee equal to 20% of the Support Fees for the lapsed period. Such fee will include any support from Everfox to ensure the Hardware is in a known supported configuration. Should Customer fail to do so, Everfox may reject or suspend any new Order for Products or Services. Notwithstanding the foregoing, Everfox shall not be obliged to provide Hardware Support Services on Hardware (i) that has been deployed or redeployed outside of the jurisdiction of the original delivery; or (ii) unless contrary to applicable law, that was purchased second-hand or refurbished other than through an Everfox approved supplier.

8. EXCLUDED MAINTENANCE

8.1. **Circumstances Constituting Excluded Maintenance.** Everfox is not obliged to perform Hardware Support Services or provide Hardware Warranty coverage for maintenance arising out of any of the following circumstances ("Excluded Maintenance"):

8.1.1. the fault or negligence of Customer, its employees, agents or contractors;

- 8.1.2. Customer failing to comply with the applicable EULA or this Hardware Support Policy;
 - 8.1.3. a failure by Customer to provide reasonable cooperation (having due regard to Customer's skills, capacity and knowledge) to Everfox in helping to identify the nature of the bug or failure;
 - 8.1.4. Customer's failure to implement all firmware updates to the Hardware which are made available to Customer under these Terms and Conditions;
 - 8.1.5. Customer's failure to provide a suitable installation environment;
 - 8.1.6. any unauthorized alteration, modification, enhancement or addition to the Hardware performed by parties other than Everfox, its authorized contractors or other authorized third parties;
 - 8.1.7. use of the Hardware in a manner or for a purpose for which they were not designed;
 - 8.1.8. accident, abuse, neglect, unauthorized repair, or misuse of the Hardware;
 - 8.1.9. operation of the Hardware outside of environmental specifications;
 - 8.1.10. issues arising from, or caused by, any interconnected product not supplied by Everfox;
 - 8.1.11. normal wear and tear;
 - 8.1.12. Hardware with missing or altered service tags or serial numbers; or
 - 8.1.13. Hardware where the Hardware Support Services have expired.
- 8.2. **Fees for Excluded Maintenance-related Work.** Where Everfox is performing or has performed the Services in circumstances where it is established that the Hardware was not in good working order due to any item falling under Excluded Maintenance, Everfox may charge, and Customer shall pay, additional agreed-upon Fees for the relevant services in respect of that work.
- 8.3. **General-Purpose Hardware Warranty Exclusions**
- 8.3.1. **No Everfox Warranty for General-Purpose Hardware.** Everfox does not provide warranty coverage for General-Purpose Hardware. General-Purpose Hardware may be covered by the original equipment manufacturer's ("OEM") warranty, subject to the OEM's then-current warranty terms and conditions. Everfox makes no representation regarding the scope, duration, or enforceability of any OEM warranty, and Customer's sole recourse for General-Purpose Hardware defects shall be directly with the applicable OEM. To the extent any OEM warranty is transferable and enforceable by Customer, Everfox will provide reasonable cooperation to facilitate Customer's warranty claims with the OEM as set forth in Section 8.3.2.
 - 8.3.2. **Everfox Cooperation with OEM Warranty Claims.** To the extent any OEM warranty is transferable and enforceable by Customer, Everfox will provide reasonable cooperation to facilitate Customer's warranty claims with the OEM, including providing proof of purchase, serial numbers, or other documentation reasonably requested by the OEM. Everfox shall have no obligation to process warranty claims on Customer's behalf or to provide repair/replacement services for General-Purpose Hardware under warranty.
 - 8.3.3. **Availability of Hardware Support Services.** General-Purpose Hardware is excluded from the warranty services described in Sections 3.1 through 3.9 of this Hardware Support Policy. However, General-Purpose Hardware may be included in Hardware Support Services as specified in the applicable Order, subject to separate support fees and the support terms set forth in Sections 2 and 4-7 of this policy.
 - 8.3.4. **GENERAL-PURPOSE HARDWARE WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN AN APPLICABLE ORDER FOR HARDWARE SUPPORT SERVICES, EVERFOX DISCLAIMS ALL WARRANTIES WITH RESPECT TO GENERAL-PURPOSE HARDWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**