

Tropos Standard Software Support Agreement

1. OVERVIEW

This document provides an overview of the warranty and support services available for all Tropos based network operations to its customers and partners. These services are designed to ensure service continuity of the Tropos solutions. A summary of the warranty and support services is listed below:

- Standard Software Support - Available Monday – Friday, 8am – 6pm Pacific Standard Time for phone and email inquiries and assistance with the exception of Tropos holidays
- Premium Software Support – Available 24 hours; 7 days per week
- Standard Software/Hardware Support – Provides advanced hardware replacement along with the standard software support
- Premium Software/Hardware Support – Provides advanced hardware replacement along with the premium software support.

2. SOFTWARE SUPPORT

Tropos' Support Services program is offered for all Tropos Products. The support plan includes the following:

- Software updates and upgrades
- 24 x 7 access to Tropos customer support website
- Troubleshooting support per SLA (see Problem Severity Definitions and Response Requirements) including remote login to customer networks for assistance
- Unlimited phone and e-mail inquiries plus remote network software update support
- Remote diagnostics – Enables Tropos Customer Support to remotely speed diagnosis of problems. (Requires installation of Tropos Control and remote access for Tropos Customer Support)

2.1 ELIGIBILITY AND TERMS OF USE

Tropos Networks software support program is based on the assumption of continuous coverage for the entire installed base of routers. In order to receive continuous service it is important that there are no lapses in coverage and that there is no mix of supported and unsupported routers. The terms and conditions applicable to support services is listed below:

- a) All end users with active support programs shall typically receive one unique customer login to the Tropos customer support website. This login may be shared within the company but in no cases will end users receive more than two unique logins.
- b) Login access is controlled via expiration dates available only to Tropos administrators. The expiration date in the system will be set to the EARLIEST date that any router in the customer's network falls out of a support contract.
- c) Support contracts shall have no lapse in coverage. Thus, if there is a lapse in coverage all renewals will revert back to the last date that the products were supported. A 15% reinstatement fee will be assessed on all accounts who have a lapse in coverage for a period of ninety (90) days or more.
- e) All contracts will commence on the first day of the month following shipment of the product.

f) Router specific upgrades & updates – If a customer’s entire network is not on support Tropos will still provide router specific upgrades and updates. In order to receive this the customer must provide specific serial numbers to be upgraded which will be validated prior to a temporary access being granted. In addition, the customer must sign a form certifying that they will only upgrade the serials numbers under active support and grant the rights and access to Tropos to audit the upgrade.

2.2 SOFTWARE UPGRADES AND UPDATES

Software updates and upgrades are provided under this plan when they become Generally Available (GA). Note that software update refers to a release which includes modifications, patches, fixes, alterations, improvements, and corrections to the software. Software Upgrade refers to a software release which includes new feature content and enhancements that materially improve functionality or performance of the software.

2.3 24 x 7 ACCESS TO CUSTOMER SUPPORT WEBSITE

Eligible customers will receive access to Tropos customer support website 24 x 7; including: Software updates (maintenance and minor feature enhancements), and upgrades, for all Tropos software including Tropos OS, and Tropos Control; Product documentation; and FAQs.

2.4 TROUBLESHOOTING SUPPORT PER SLA

Troubleshooting support per a defined Service Level Agreement (SLA). The problem severity definitions and response requirements are listed below. This includes remote login to customer networks for assistance and is available on business days from 8am-6pm Pacific Standard Time.

Problem Severity Definitions

Severity Level	Severity Description
Severity 1 (S1)	Problem causes a complete loss of service in the production environment; no known workaround exists; work cannot reasonably continue and work is halted. Tropos and client will commit all necessary resources around the clock to resolve the situation.
Severity 2 (S2)	Operation of an existing network is severely degraded, or significant aspects of client business operations are negatively affected by inadequate performance of Tropos products. Tropos and client will commit all necessary resources during normal business hours to resolve the situation.
Severity 3 (S3)	Operational performance of the network is impaired while most business operations remain functional. Tropos and client will commit the required resources during normal business hours to resolve the situation.
Feature Request	Enhancement request for a new functionality or requests for additional existing products or services.

Response Requirements

Severity Level	VENDOR Response Requirements	Joint Action Plan	Status Updates	Interim Fix Target *	Resolution Target *	Level of Effort
1	Within 1 hr	Within 4 hrs	Per Action Plan - no less than daily	Within 24 hours, fix problem or provide workaround. Work	Within 24 hours, fix problem or provide workaround.	7 by 24 effort until Interim Fix

				to downgrade to Severity2	Work to downgrade to Severity2	
2	Within 2 hr M-F 8-5, otherwise next business day.	Within 1 business day	Per Action Plan - no less than twice per week	N/A	Provide a solution/fix within 20 days	As agreed to in Action Plan or a minimum of M-F 8-5 continuous effort
3	Within 3 business days	within 15 business days	Per Action Plan - no less than once per week	N/A	Within 30 days, provide a solution or a statement regarding the disposition of the problem.	As agreed to in Action Plan
Feature Request	Review and provide Engineering Response within 30 days	Coordinate and escalate as required following Engineering Response	N/A	N/A	Within 30 days of Engineering Response, publish disposition of request (withdrawal or schedule)	8 X 5

* Time frames defined are desired goals on average and are initiated upon receipt of the escalation

2.5 PHONE AND EMAIL SUPPORT

All standard software support programs include unlimited phone and e-mail inquiries during normal business hours. In addition, the support team will provide remote network support for any software updates.

All premium support programs include all standard program items plus 24 x 7 phone support.

2.6 REMOTE DIAGNOSTICS

All support programs offer remote diagnostics. This enables Tropos Customer Support to remotely diagnosis route and network problems in an expedited manner. This requires installation of Tropos Control and remote access for Tropos Customer Support.

Signed: _____

Title: _____

Joe Veld
Corporate Controller



Power and productivity
for a better world™

Tropos Networks, Inc.
555 Del Rey Ave.
Sunnyvale, CA 94085
(408) 331-6800

HR-CCTX1202144SU

Quote Number	<u>HR-CCTX1202144SU</u>
Date of Order	<u>2-Dec-14</u>

Purchaser:		Ship To:	
Name:	Corpus Christi, Texas	Name:	
Address:	1201 Leopard Street	Address:	
City, State:	Corpus Christi, Texas 78401	City, State:	
Country:		Country:	
Contact:	David Trevino	Contact:	
Phone #:	361-826-3754	Phone #:	
Fax #:		Fax #:	
Email Address:	ditrevino@cctexas.com	Email Address:	

Support

TROPOS Support - Customer support provided by TROPOS. Includes Software Updates, Bug Fixes & Maintenance Releases; Hotline, Web and Email Support

1	SW Support Site License	\$ 155,833.00	\$ 155,833.00	155,833.00
-	August 1, 2014 - December 31, 2015			
			(Discount applied to reinstatement)	(45,833.00)
			Support Subtotal	110,000.00

Training and Professional Services

		\$ -	-	
		-	-	
		-	-	
			Training and Services Subtotal	-
			Support and Services TOTAL	110,000.00
			GRAND TOTAL	\$ 110,000.00

Notes: _____

Quote Terms and Conditions:

- 1 Payment terms: Net 30 upon prior approval, F.O.B. Tropos manufacturing facility.
- 2 Quote expires in 30 days from date of quote.
- 3 Sales tax and shipping will be added to final invoice as appropriate.
- 4 Delivery of the products is EX Works (Incoterms 2000) Seller's factory or EX Works facility of Seller's agent, as designated by Seller. Seller reserves the right to ship Best Way at its own expense.
- 5 This price quotation does not constitute an offer by Tropos to sell products, but is instead an invitation to issue a purchase order to Tropos before the validity date specified in this quotation has expired.

Sales Rep: Robertson

Please fax orders to (408) 331-6529 or email to OrderStatus@tropos.com