

MASTER CLOUD SERVICES AGREEMENT FEDERAL END USER

This **MASTER CLOUD SERVICES AGREEMENT** is effective as of the date identified in the Order and is entered into by and between Qualys, Inc. (“**Qualys**”) and Customer as identified in an Order (the Ordering Activity) placed with a Qualys Reseller and any Affiliate that issues or accepts an Order (“**Customer**”), and includes the Master Terms and Conditions set forth below, any other attachment hereto, the Service Descriptions (as defined below), and each accepted Order, as defined below, all of which are incorporated herein by this reference (collectively, this “**Agreement**”). This Agreement governs Customer’s use of and access to the Qualys services, hardware and software (collectively, the “**Cloud Services**”), whether Customer purchases directly from Qualys or from an authorized Qualys Reseller (“**Reseller**”). Qualys and Customer may also be referred to individually as a “**Party**” or collectively, as the “**Parties**” throughout this Agreement. An “**Affiliate**” of a Party to this Agreement means any entity that directly or indirectly controls, is controlled by or is under common control with such Party.

MASTER TERMS AND CONDITIONS

1. Orders. Customer may place orders for Cloud Services, each subject to acceptance and provisioning, as applicable, by Qualys or a Qualys Reseller. “**Order**” means a written or electronic order form issued or accepted by Customer identifying the Cloud Services, quantity, charges, and other information relevant to a specific transaction between Customer and Qualys. Orders will be deemed accepted by Qualys when the requested access to the Cloud Services has been granted by Qualys or when Qualys otherwise informs Customer of its acceptance, whichever is earlier. “**Service Description**” means the description of the Cloud Services as set forth in the Order, including those features and modules expressly identified as included in the Order.

2. Cloud Services. Qualys will provide the Cloud Services to Customer as indicated in each Order, with regard to the IP addresses, domain names, web applications, or other assets designated by Customer (the “**Assets**”). The Cloud Services will automatically provide Customer with “raw” or “templated” data summarizing Qualys’s findings regarding the Assets (the “**Reports**”).

3. Grant of Rights.

(a) **Rights.** Subject to Customer’s compliance with the terms and conditions of this Agreement, Qualys grants Customer a limited, non-exclusive, non-transferable right during the Term to: (i) access the user interface of the Cloud Services with an industry standard web browser (like MS IE, Firefox, Chrome, Safari, etc.) and to use the Cloud Services, solely for Customer’s own internal business purposes; (ii) access, use, and internally distribute the Qualys provided instructions, user guides, manuals and other descriptive product information applicable to the Cloud Services, whether in electronic, paper, or equivalent form, as updated from time to time at Qualys’s discretion (the “**Documentation**”).

(b) **Restrictions.** Except to the extent applicable mandatory law does not allow contractual restrictions, Customer shall not (i) modify, adapt, alter, translate or create derivative works of the Cloud Services or Documentation; (ii) reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher

any code used in connection with the Cloud Services and/or any aspect of Qualys’s technology; (iii) access and/or engage in any use of the Cloud Services in a manner that abuses or materially disrupts the networks, security systems, of any third party; (iv) rent, lease, loan, or use the Cloud Services via timesharing or as a service bureau; (v) market, offer to sell, sell, and/or otherwise resell the Cloud Services to any third party; (vi) use the Cloud Services other than in accordance with the Documentation; or (vii) remove, alter or obscure any proprietary notices on the Cloud Services or the Documentation. If Customer believes that under mandatory law, any of the foregoing restrictions is invalid or illegal, Customer shall provide Qualys with 30 days prior notice before Customer contravenes any of the foregoing restrictions and work with Qualys in good faith to determine alternative ways to satisfy Customer’s needs without adversely affecting Qualys’s intellectual property rights and legitimate business interests.

4. Fees and Payment.

(a) **Fees.** Except as otherwise agreed between Customer and Reseller, the fees are as set forth in the applicable Order. Customer’s use of the Cloud Services is limited to the volume purchased in the applicable Order.

(b) **Payment.** Payment terms per Reseller’s GSA Schedule contract.

(c) **Late Fees.** Payment terms per Reseller’s GSA Schedule contract.

(d) **Taxes.** Taxes per Reseller’s GSA Schedule contract.

5. Ownership. As between the Parties, Qualys and its suppliers own and reserve all rights, title and interest in and to the Cloud Services and all components thereof, other than the rights explicitly granted to Customer herein. No title to or ownership of any proprietary rights related to the Cloud Services or its databases is transferred to Customer pursuant to this Agreement or any transaction contemplated by this Agreement. Similarly, none of Customer’s proprietary rights shall transfer to Qualys under this Agreement. Without limitation to the foregoing, Customer owns all data regarding Customer’s Assets that Qualys obtains as a result of its provision of the Cloud Services,

whether or not incorporated into Reports (“**Customer Data**”).

6. Term & Termination.

(a) **Term.** This Agreement shall commence as of the Effective Date and will continue until terminated as permitted herein (the “**Term**”).

(b) **Termination for Cause.** The Customer may terminate the contract, or any part of the contract, for cause in the event of any default by the Contractor in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(m).

(c) **Termination for the Customer’s Convenience.** The Ordering Activity (Customer) reserves the right to terminate the contract for its sole convenience in accordance with GSAR 552.212-4(l).

(d) **Insolvency.** Either Party may terminate this Agreement or any Order, effective immediately upon written notice, should the other Party: (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; or (iv) have a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such Party’s property or provide for the liquidation of such Party’s property or business affairs.

(e) **Effect of Termination.** Upon termination or expiration, Customer will: (i) cease all use of the Cloud Services; (ii) promptly and fully destroy, delete, or uninstall any software provided herein or certify such destruction; and (iii) promptly return all hardware provided herein in substantially the same condition in which it was delivered at Customer’s sole expense, normal wear and tear excepted. For purposes of clarity and notwithstanding the foregoing, Customer may retain and use Reports after termination, subject to the terms and conditions of this Agreement.

7. Hardware.

(a) **General.** Qualys hardware products are provided to Customer on a subscription basis and only for the limited use as permitted herein and in accordance with the Documentation and the applicable Order. Customer acknowledges that not all Cloud Services subscriptions include hardware. Qualys will select the carrier and bear the cost of shipment, insurance and duties for delivery of such hardware to the location Customer designates. Qualys will use commercially reasonable efforts to ship hardware within forty-eight (48) hours of Qualys’s acceptance of the applicable Order. Subject to the warranty provided in Section 10(c) below, Customer assumes all risk of loss and shall pay for all cost of repair, replacement, or refurbishment caused by accident, misuse, abuse, neglect, or Customer’s failure to install, use and maintain any such hardware in accordance with the Documentation, ordinary wear and tear excepted.

(b) **Retention of Rights and Possession.** If and to the extent Qualys ships hardware or makes software

available to Customer, Qualys retains title, ownership and all rights and interests to such items, which Qualys may exercise and maintain through remote or on-premise measures (as applicable). Customer has no right to access, use, relocate or otherwise handle hardware and software items, except as directed or authorized by Qualys. At the end of the term, and at any time during the term of this Agreement, Qualys may access, use, remove or otherwise handle hardware and software items. For the avoidance of doubt, Qualys does not distribute any hardware or software items by way of sale, lease or otherwise, and Qualys keeps full rights and control at all times. Qualys provides only services to Customer.

8. Software.

(a) **General.** Any software provided hereunder is licensed, not sold, to Customer on a subscription basis and only for the limited use as permitted herein and in accordance with the Documentation and the relevant Order. Customer acknowledges that not all Cloud Service subscriptions include software.

(b) **Open Source.** Qualys provides some of its services with the help of open source software code. Qualys makes source code versions, unmodified and modified, of certain components as set forth in the Documentation.

9. Confidentiality.

(a) **Confidential Information.** Each party agrees to keep in confidence any confidential or proprietary information it receives from the other party (“**Confidential Information**”). Neither party shall disclose Confidential Information of the other party to third parties nor use such Confidential Information for any purpose other than as expressly permitted in this Agreement. To be accorded treatment as Confidential Information, the disclosing party must identify any such information as confidential at the time of disclosure. Notwithstanding the marking requirement, Customer Data will be deemed Customer’s Confidential Information, and all data and information in and the Cloud Service’s databases (excluding Customer’s Confidential Information) will be deemed Confidential Information of Qualys and/or its suppliers, whether or not incorporated into the Reports. Qualys software, hardware, processes and know-how is Confidential Information owned by Qualys, and Customer shall not use, access or disclose information contained in or on or pertaining to Qualys software or hardware beyond what is necessary to use Qualys’s Cloud Services as permitted under this Agreement. All Qualys Confidential Information is exempt from release under the Freedom of Information Act, 5 USC §552(b)(4) and are trade secrets subject to the Federal Trade Secrets Act, 18 USC §1905.

(b) **Exclusions.** Information that is already in the public domain through no fault of the receiving party, or was already known by the receiving party without breaching a confidentiality obligation, shall not be treated as Confidential Information hereunder. Nothing in this Agreement shall prohibit Qualys from using any aggregated

data in any format for any purpose, provided that such data cannot be identified to or associated with Customer.

10. Warranty & Disclaimer.

(a) **General Warranty By Qualys.** Qualys represents and warrants that (i) it has the corporate power and authority to enter into and perform its obligations under this Agreement; and (ii) it shall conduct itself in a professional and workmanlike manner.

(b) **General Warranty By Customer.** Customer represents and warrants that (i) Customer has the corporate power and authority to enter into and perform Customer's obligations under this Agreement; (ii) Customer has full right, power and authority with regard to each Asset to consent to Qualys's performance of the Cloud Services; and (iii) Customer will not make any unauthorized representation or warranty to any third party relating to Qualys or the Cloud Services.

(c) **Hardware and Software Warranty.** Qualys warrants that the hardware and software provided hereunder, when operated by Customer in accordance with this Agreement, will operate in substantial conformity with the applicable Documentation. Customer's sole and exclusive remedy for breach of this warranty is to notify Qualys of the non-conformity in writing, whereupon Qualys, as its sole obligation and liability, will at its election, either: (i) correct the affected hardware or software to render it conforming to the applicable Documentation within a reasonable period of time, or in the event that (i) is not commercially reasonable, (ii) accept the return of the item and refund to Customer a pro-rata portion of the subscription paid for such item. This section sets forth Customer's sole and exclusive remedy and Qualys's entire liability to Customer for any software or hardware non-conformity or other malfunction of the Cloud Services not covered by Section 10(d) below.

(d) **Cloud Services Warranty.** In the event of any Service availability failure as defined in the Service Level Agreement ("SLA") available at Attachment A to this Agreement, Qualys will provide such remedies as are required by the SLA.

(e) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOUD SERVICES ARE PROVIDED "AS IS". QUALYS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. Without limiting the foregoing, Qualys makes no warranty that the Cloud Services will be error-free, complete, free from interruption or failure, or absolutely secure from unauthorized access. Additionally, Qualys does not guarantee that the Cloud Services will detect every vulnerability in or to Customer's network. Customer should not rely on the results achieved from the

Cloud Services as indication that Customer's network is secure.

11. Indemnification.

(a) **By Qualys.** Subject to Section 11(b) below, and to the extent permitted under 28 USC §516, Qualys will defend, indemnify, and hold harmless Customer from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) finally awarded to the extent arising from any claim brought against Customer by a third party alleging that the Cloud Services infringes a third party's U.S. intellectual property right ("Claim"); provided that (i) Customer promptly notifies Qualys in writing of its notification of a Claim such that Qualys is not prejudiced by any delay of such notification; (ii) to the extent permitted under 28 USC §516, Qualys will have sole control over the defense and any settlement of such Claim; and (iii) Customer will provide reasonable assistance in the defense of same. Qualys will reimburse Customer for reasonable expenses incurred in providing such assistance. Qualys shall not enter into any such settlement agreement which imposes an obligation on Customer without Customer's prior written consent which shall not be unreasonably withheld or delayed. Customer may participate in the defense or settlement of a Claim with counsel of its own choosing and at its own expense, however, Customer shall not enter into any settlement agreement or other settle any such Claim without Qualys's prior written consent.

(b) **Infringement Remedies.** Following notice of an infringement claim covered by Section 11(a), and in the event an injunction is sought or obtained against use of the Cloud Services subscribed to hereunder or in Qualys's opinion is likely to be sought or obtained, Qualys shall, at its option and expense, either: (i) procure for Customer the right to continue to use the Cloud Services as contemplated herein; (ii) replace or modify the Cloud Services to make Customer's use non-infringing while being capable of performing the same function without material degradation. In the event the options set forth in sections (i) and (ii) herein above, are not reasonably available, Qualys may in its sole discretion and upon written notice to Customer, terminate the impacted Cloud Services and provide Customer a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated Cloud Services. This section states Qualys's sole liability and Customer's sole and exclusive remedy for claims of infringement related to the Cloud Services.

(c) **By Customer.** Customer shall not enter into any settlement agreement that imposes any obligation on Qualys without Qualys's prior written consent.

12. Limitation of Liability.

(a) **Limitation of Liability.** EXCEPT FOR (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, (ii) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, AND (iii) DAMAGES RELATED

TO EITHER PARTY'S UNAUTHORIZED USE, DISTRIBUTION, OR DISCLOSURE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF AMOUNTS PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS ANY FEES AND/OR OTHER SUMS DUE UNDER THE ORDER.

(b) Exclusion of Consequential Damages. EXCEPT FOR (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, (ii) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, (iii) DAMAGES RELATED TO EITHER PARTY'S UNAUTHORIZED USE, DISTRIBUTION, OR DISCLOSURE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13. Insurance. During the Term, Qualys agrees to maintain the following insurance coverage:

(a) Statutory Workers' Compensation and Employer's Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) and a waiver of subrogation;

(b) Commercial General Liability, including, Blanket Contractual Liability and Products-Completed Operations, with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, which coverage shall be primary and non-contributory to any similar coverage maintained by the owner;

(c) Automobile Liability, including owned, non-owned and hired vehicles, with a limit not less than One Million Dollars (\$1,000,000.00) combined single limit; and

(d) Error and Omissions with a limit not less than Five Million Dollars (\$5,000,000.00).

Upon written request by Customer, Customer may be added as an additional insured on the policies described in Section 13(b) above. Furthermore, upon written request Qualys agrees to provide Customer with evidence of insurance by an acceptable certificate of insurance placed with A.M. Best rated carriers with at least an A- VII rating.

14. General Provisions.

(a) U.S. Government Rights. The Cloud Services are "commercial items" as that term is defined at FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Qualys provides the Cloud Services, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Qualys to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Cloud Services and return the Documentation and any other software or technical data delivered as part of the Cloud Services, unused, to Qualys. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

(b) Export Restrictions. Customer may not download, export, or re-export any hardware, software or technical data received hereunder, including software and technical data embedded in any hardware, regardless of the manner in which received: (i) into, or to a national or resident of, any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Cloud Services, Customer represents and warrants that: (a) Customer is not located in, under the control of, or a national or resident of, any such country or on any such list; and (b) Customer shall comply with all applicable export control laws.

(c) Compliance with Laws. The Parties agree to comply with all applicable local, state, national and foreign laws, rules and regulations in connection with their performance, access and/or use of the Cloud Services under

this Agreement. Notwithstanding any provision in this Agreement, Qualys shall have the right to terminate this Agreement, or an Order, immediately upon the determination by Qualys that Customer or its Affiliates are not in compliance with US export laws.

(d) Data Privacy. Each Party will comply with all applicable personal data protection and privacy laws where such party is located (“Data Protection Laws”). The Parties acknowledge and agree that (i) with respect to personal data to which Qualys may have access, Qualys shall: (a) use it solely for the purpose of providing the Cloud Services; (b) process it only accordance with Customer’s instructions; (c) apply reasonable industry accepted technical organization measures to prevent unauthorized or unlawful processing; and (d) Customer is the data controller and retains full responsibility for the data processed on its behalf by Qualys acting as a data processor. Additional details about how personal data is used can be found in Qualys’ Privacy Policy, which governs Customer’s visit to the Qualys website and use of the Cloud Services.

(e) Entire Agreement. This Agreement and the terms and conditions of the GSA Multiple Award Schedule Contract represents the entire understanding between the Parties with respect to its subject matter and supersedes any previous communication or advertising that may exist, including any online agreement presented to Customer during Customer’s registration or any additional terms or conditions submitted by Customer to Qualys, whether part of a purchase order or otherwise. Nothing herein changes or modifies Customer’s agreement with any Reseller or higher-tiered contractor or subcontractor with respect to the subject matter in such agreements.

(f) Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.

(g) Survival. The provisions of Sections 3-7 and 9-15 shall survive the expiration or termination of this Agreement or any Order..

(h) Enforceability & Waiver. No provision of this Agreement shall be deemed waived or modified except in a writing signed by an authorized representative of the respective party.

(i) Assignment. Customer may not assign this Agreement without the prior written consent of Qualys, which shall not be unreasonably withheld, provided that no

such Qualys consent will be required for an assignment pursuant to a merger or sale of all or substantially all of Customer’s assets; provided further that such assignee is not a direct competitor of Qualys.

(j) Notices. All notices or approvals under this Agreement shall be directed to the addresses set forth on the cover page, as may be revised from time to time.

(k) Independent Parties. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to bind, enter into any agreement or incur any obligation on behalf of, the other party. Each party shall bear its own costs and expenses in performing this Agreement.

(l) Force Majeure. Neither party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

(m) Modifications. This Agreement shall not be modified by the Parties. In the event the Agreement requires clarification or revision, the Parties shall create a stand-alone document that references the Agreement and addresses the required modifications.

(n) Order of Precedence. All terms and conditions in this Agreement and the GSA Multiple Award Schedule Contract shall apply to every Order without exception. In the event of a conflict between this Agreement, the GSA Multiple Award Schedule Contract, and any Order, the conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence. An Order may not amend any term or condition of this Agreement and no term or condition contained in an Order shall be construed to amend in any way the terms and conditions of this Agreement.

15. Governing Law and Arbitration.

(a) Subject to the requirements of Federal procurement law, including, without limitation, the Contract Disputes Act, this Agreement and any dispute arising out of or in connection with this Agreement (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under Federal law.



Attachment A

Qualys Cloud Platform Service Level Agreement – Shared Platform – Federal End Users

1. **Availability.** The Cloud Services will be available to Customer, as measured from the Qualys SOC connection to the Internet, twenty-four (24) hours a day, seven (7) days a week, with a 99.5% uptime, calculated on a quarterly basis, excluding scheduled maintenance. Qualys will provide Customer with reasonable advance notice prior to conducting scheduled maintenance. The occurrence of events outside the reasonable control of Qualys, such as “force majeure” events may result in delays that will be excluded from the Availability Performance Level.
2. **Support.** During the term of any subscription under this Agreement, Qualys will provide Customer with support and assistance as follows:
 - 2.1 Qualys shall maintain an email address and telephone number dedicated to receiving service requests from Customer.
 - 2.2 Qualys shall keep the electronic mail and telephone help service open to Customer on a twenty-four (24) hour basis.
 - 2.3 Qualys shall use commercially reasonable efforts to meet the response times described according to the categories of support incidents described below:

P1 – Critical Network outage or other Error preventing the Customer from accessing the QualysGuard Service and/or obtaining the Scan Data or Reports.

Initial Contact	Less than 2 hours
Status Update	2 hours
Management Escalation	Immediate – Director Customer Service

P2 – High Customer can access the Cloud Services and obtain Scan Data or Reports, but an Error renders one or more significant features of the Cloud Services unavailable, such as the ability to launch a scan or map.

Initial Contact	Less than 12 hours
Status Update	12 hours
Management Escalation	12 hours – Director Customer Service



P3 – Low Error does not prevent Customer from accessing a significant feature of the Cloud Services (for example, a false positive, a host impacted by a scan, or a password error).

Initial Contact	Less than 48 hours
Status Update	4 business days
Management Escalation	5 business days – Director Customer Service

3. Initial response is defined to be the first contact by a Support Engineer after the incident has been logged and a ticket generated. A status update will be communicated to Customer if the incident cannot be resolved immediately. A final follow-up with Customer occurs on the resolution date. The ticket will remain open until confirmation is received that Customer is satisfied with the resolution.
4. Customer acknowledges that not all P3 problems will require a workaround. Qualys may, in its reasonable discretion, respond to a P3 problem by making the Error a feature request.
5. Qualys shall process inquiries using a ticketing procedure so that each query shall receive a ticket number and may be tracked until it is satisfactorily resolved.
 - 5.1 Compatibility. The Cloud Services will maintain compatibility with Company’s standard Internet browser software including Microsoft Internet Explorer.
 - 5.2 Hardware. Qualys will use commercially reasonable efforts to ship a replacement Hardware unit to Customer within 48 hours of Qualys’ remote validation of a Hardware Error. Hardware Errors that impair Customer’s access to the Service will not be considered a lack of availability under Paragraph 1.
6. Remedies.
 - 6.1 Cloud Services Credits. Within 7 days of receipt of a notice from Customer regarding Qualys failure to satisfy a performance level, Qualys, as its sole obligation and liability, will (a) perform a root-cause analysis to identify the cause of such failure; (b) attempt to correct such failure; and (c) if the root-cause analysis demonstrates that such failure was due to the fault of Qualys, provide Customer with a service credit (“Cloud Services Credit”) consisting of a one- week extension of any Cloud Services subscription impacted by the applicable performance standard. Service Credits may be cumulated in the event of multiple failures of Performance Levels.
 - 6.2 Termination. In the event a particular Performance Level is not met for three (3) consecutive months, Customer may terminate the effected Service and receive a pro-rata refund of any unearned fees for such terminated Service from the Qualys Reseller from whom the Service was purchased. Should Customer elect this termination and refund remedy, Customer will not be eligible for any Service Credits for the relevant Service.
 - 6.3 General. This Section 5 sets forth Customer’s sole and exclusive remedy and Quays’ entire liability to Customer for the failure to satisfy a performance standard. Credits issued pursuant to this SLA apply only to outstanding or future payments and are forfeit upon termination of the relevant Agreement, Order, or Cloud Services. Qualys is not required to issue refunds or to make any payments against such credits under any circumstances, including without limitation termination of the relevant Agreement, Order or Cloud Services.

7. Qualys reserves the right to modify this Service Level Agreement at any time upon thirty (30) days' notice. Such notice shall be provided by email to the Multiple Award Schedule Contractor's GSA Contracting Officer for vetting and approval. If the change materially alters the service levels provided herein, Customer may notify Qualys in writing and request a refund of fees paid from the Reseller from whom the Service was purchased, prorated from the date of termination to the end of the Cloud Services term.