



SOFTWARE AS A SERVICE (SaaS) LICENSING TERMS AND CONDITIONS

These Software as a Service (SaaS) Licensing Terms and Conditions (“**Agreement**”) are entered into as of August _____, 20__ (the “**Effective Date**”), between **NormShield, Inc. dba Black Kite**, a Delaware corporation having offices at 8609 Westwood Center Drive, Suite 110, Vienna, VA 22182 (“**NormShield, Inc. dba Black Kite**”) and _____, having offices at _____ (the “**Customer**”).

This Agreement sets forth the terms under which NormShield, Inc. dba Black Kite will provide Customer with access to and use of certain software-as-a-service offering(s) (“**SAAS**”) identified in the applicable Subscription Order Form (collectively, the “**Services**”). The term “**Subscription Order Form**” shall mean any ordering document used to order such Services which is executed by the Customer and either NormShield, Inc. dba Black Kite or one of its authorized resellers and references this Agreement. The initial Subscription Order Form is attached hereto as Schedule A.

The parties hereby agree as follows:

ARTICLE 1—LICENSE TO USE SERVICES

1.1 Access Rights. NormShield, Inc. dba Black Kite hereby grants Customer, during the Term, a limited, non-transferable and non-exclusive license for Customer’s employees and third party consultants (“**Authorized Users**”) to use the Services in accordance with the use parameters described in the Subscription Order Form, solely for Customer’s internal business purposes consistent with the terms and conditions of this Agreement.

1.2 Administration. NormShield, Inc. dba Black Kite will issue to one Authorized User (“**Administrator**”) an individual logon identifier and password (“**Administrator’s Logon**”) for purposes of administering the Services. Using the Administrator’s Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules that control each such Authorized User’s access to the Services. Customer shall ensure that each Authorized User will: (a) not disclose their logon identifier to any person or entity; (b) not permit any other person or entity to use their logon identifier and (c) use the Services solely in accordance with the terms and conditions of this Agreement.

1.3 Restrictions. Customer and its Authorized Users shall be prohibited from and will not: (a) sell, lease, license or sublicense the Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Services or any software included in the Services; (c) provide, disclose, divulge or make available to, or permit use of the Services by, any third party (except as expressly provided for herein); (d) copy or reproduce all or any part of the Services (except as expressly provided for herein); (e) knowingly interfere, or attempt to interfere, with the Services in any way; (f) use the Services to engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services; (g) knowingly introduce into or transmit through the Services any virus, worm, trap door, back door; or (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Services.

ARTICLE 2—FEES; PAYMENT TERMS

2.1 Application and Use Fee. In consideration of the license rights to the Service(s) granted in Section 1.1., Customer shall pay the fees specified in the Subscription Order Form. NormShield, Inc. dba Black Kite (or its authorized reseller identified on the applicable Subscription Order Form) shall invoice Customer for all amounts payable to NormShield, Inc. dba Black Kite hereunder which shall be due within 30 days of Customer’s receipt of such invoice. Late payments will incur interest in an amount equal to the lesser of 1.0% per month or the maximum allowable under applicable law.

2.2 Taxes. All fees quoted or specified on the Subscription Order Form do not include, and Customer will pay or reimburse NormShield, Inc. dba Black Kite (or its authorized reseller identified on the applicable Subscription Order Form) for, any applicable sales tax, use tax, and value added taxes (VAT) or other taxes which are levied or imposed by reason of the performance by NormShield, Inc. dba Black Kite under this Agreement, excluding income taxes. If Customer is a tax-exempt organization and is not obligated to pay taxes arising out of this Agreement, Customer will provide NormShield, Inc. dba Black Kite with any required documentation to verify its tax exempt status with the applicable taxing authorities.

ARTICLE 3—LIMITED WARRANTIES

3.1 Customer Warranty. Customer represents, warrants and covenants to NormShield, Inc. dba Black Kite that: (a) it has the authority to enter into this Agreement and perform its obligations hereunder; and (b) it and its Authorized Users will only use the Services for lawful purposes and will not use the Services to violate any law of any country or the intellectual property rights of any third party.

3.2 NormShield, Inc. dba Black Kite Warranty. NormShield, Inc. dba Black Kite warrants that: (a) NormShield, Inc. dba Black Kite has the authority to enter into this Agreement; (b) the Services will operate and conform to the Documentation (defined below); and (c) NormShield, Inc. dba Black Kite shall perform the obligations specified in the Service Level Agreement attached as Schedule B and workarounds, and fixes as specified in the Customer Support Guide attached as Schedule C. "Documentation" shall mean the reference, administrative and user manuals, delivered by NormShield, Inc. dba Black Kite to Customer with the Services. Documentation shall not include marketing materials.

3.3 Disclaimer. Except as set forth in Section 3.2, NormShield, Inc. dba Black Kite makes no representations or warranties, whether express or implied regarding or relating to any of the Services or any other matter covered by this Agreement. NORMSHIELD, INC. DBA BLACK KITE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NormShield, Inc. dba Black Kite does not guarantee that Customer's access to the Services will be uninterrupted or error free. NormShield, Inc. dba Black Kite does not warrant the accuracy, reliability, completeness or timeliness of the content of Internet Web sites or other data received by Customer via the Internet.

ARTICLE 4—LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO THE OTHER PARTY'S CONTENT OR DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ALLEGED AS A BREACH OF CONTRACT, TORT OR OTHER FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NORMSHIELD, INC. DBA BLACK KITE'S LIABILITY UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES OF ANY KIND WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO NORMSHIELD, INC. DBA BLACK KITE UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

ARTICLE 5—CONFIDENTIAL INFORMATION

"**Confidential Information**" means information that Customer and its authorized users upload in its usage of the Services hereunder ("Customer Data"), the terms of this Agreement, the Services, any software provided by NormShield, Inc. dba Black Kite under this Agreement, the logon identifiers and passwords provided to Customer and its Authorized Users, the fees charged under this Agreement, any other materials marked confidential by Customer or NormShield, Inc. dba Black Kite and any other information conveyed under this Agreement that is identified in writing as confidential at the time of its conveyance. Each party acknowledges and agrees that: (a) the Confidential Information may constitute valuable trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (i) publicly available; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from any source without any obligation of confidentiality; (iv) independently developed by the other party without use of or reference to the disclosing party's Confidential Information; or (v) required to be disclosed by order of a court or other governmental entity; provided no less than ten days' notice is given to the party owning such Confidential Information so that such party may obtain a protective order or other equitable relief.

ARTICLE 6—PROPRIETARY RIGHTS; INDEMNITY

6.1 Proprietary Rights. Except for the license granted in **Section 1.1**, no right title or interest of intellectual property or other proprietary rights in and to the Services made available under this Agreement is transferred to Customer hereunder. NormShield, Inc. dba Black Kite and its third party licensors retain all right, title and interests, including, without limitation, all copyright and other proprietary rights in and to the Services and all, modifications, enhancements and derivatives thereof. Customer will retain all right, title and interest to the data and documents created by Customer using the Services.

6.2 Indemnity. NormShield, Inc. dba Black Kite shall indemnify and defend Customer against any third party claims that the Services infringe any patent, copyright or other intellectual property right owned by a third party; provided that NormShield, Inc. dba Black Kite is given prompt notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim.

ARTICLE 7—TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be the term specified on the Subscription Order Form. After expiration of the initial term specified on the Subscription Order Form the Customer's subscription to the Services shall automatically renew for successive one-year periods (the initial term and each renewal term, a "**Term**") unless either party provides written notice of non-renewal at least 90 days prior to commencement of the applicable renewal term. Written notice of an increase in fees for any renewal term shall be provided to Customer at least 90 days prior to commencement of the applicable renewal term.

7.2 Termination by NormShield, Inc. dba Black Kite. NormShield, Inc. dba Black Kite shall have the right, upon notice to Customer, to suspend the Services and/or terminate this Agreement if: (a) Customer fails to pay NormShield, Inc. dba Black Kite any amount due hereunder and such failure to pay is not cured within 30 days following NormShield, Inc. dba Black Kite's notice to Customer of such breach; (b) Customer materially breaches any term or condition of this Agreement, provided such breach is not cured by Customer within 30 days following NormShield, Inc. dba Black Kite's notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) liquidates all or a substantial portion of its assets for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority to effect such liquidation of assets; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes to effect such liquidation of assets.

7.3 Termination by Customer. Customer will have the right, upon notice to NormShield, Inc. dba Black Kite, to terminate this Agreement if: (a) NormShield, Inc. dba Black Kite is in material breach of this Agreement and NormShield, Inc. dba Black Kite fails to remedy such material breach within 30 days of its receipt of such notice or (b) NormShield, Inc. dba Black Kite (i) terminates or suspends its business activities; (ii) liquidates all or a substantial portion of its assets for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority to effect such liquidation of assets; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes to effect such liquidation of assets.

7.4 Data Extraction. Upon any termination and for a period of 30 days thereafter, Customer may request and NormShield, Inc. dba Black Kite shall provide Customer with a copy of the data/files that have been uploaded or otherwise saved to the database provided as part of the Services subscription purchased by Customer under this Agreement. Customer may request and NormShield, Inc. dba Black Kite shall provide such data at any time during the term of this Agreement for its then current administrative fee for such service (currently \$500 per database per time). The data will be returned encrypted in the format of a CSV or XML file. Upon confirmation of receipt of the file, NormShield, Inc. dba Black Kite will send the password for decrypting the data.

7.5 Survival. Any provisions necessary to interpret the respective rights and obligations of the parties hereunder shall survive any termination or expiration of this Agreement, regardless of the cause of such termination or expiration.

ARTICLE 8—GOVERNING LAW; VENUE

This Agreement will be governed by the laws of the State of Virginia, excluding its rules regarding conflicts of law. Venue for any dispute hereunder shall be a court of competent jurisdiction located in Fairfax County, Virginia, and the parties irrevocably submit to the exclusive jurisdiction of such courts. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

ARTICLE 9—GENERAL PROVISIONS

NormShield, Inc. dba Black Kite and Customer are independent contractors. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing. Customer may not assign or otherwise transfer this Agreement, nor delegate or subcontract any of its rights or obligations hereunder, without NormShield, Inc. dba Black Kite's prior written consent provided, that such consent shall not be required for assignment to the purchaser of all or substantially all of the Customer's assets or equity securities. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Customer grants NormShield, Inc. dba Black Kite the right to use Customer's name in its website, press releases, product brochures and financial reports to indicate that Customer is a NormShield, Inc. dba Black Kite client. This Agreement may be executed in counterparts all of which shall be considered one and the same agreement. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. No purchase order or any hand written or typewritten text on a purchase order which purports to modify or supplement the printed text of this Agreement or any Subscription Order Form shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by NormShield, Inc. dba Black Kite or Customer) are objected to and shall have no force or effect. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. This Agreement will not create any right or cause of action for any third party beneficiary or any other third party. This Agreement (including the Schedules hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.



Schedule A
Software as a Service (SAAS)
Service Level Agreement

This Service Level Agreement (“SLA”) shall apply to NormShield, Inc. dba Black Kite’s proprietary Software-as-a-Service (“SAAS”) offerings (collectively, the “Services”) during the Term of the Customer’s Subscription for such Services as set forth in the applicable Subscription Order Form. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. Availability.

a. Formula. The Service will, subject to the exceptions listed below, be available 99% of the time during each calendar month from the time that the Services go-live in Customer’s production environment (referred to herein as the “Availability Commitment”). The availability of the Service for a given month will be calculated according to the following formula (referred to herein as the “Availability”):

Where: Total minutes in the month = TMM
Total minutes in the month the Service is unavailable = TMU

And: **((TMM-TMU) X 100)/TMM**

b. For purposes of this calculation, the Service will be deemed to be unavailable (referred to herein as “Unavailable”) only (i) if the Service does not respond to HTTP requests issued by NormShield, Inc. dba Black Kite’s monitoring software, or (ii) for the duration of a Severity-1 Error as defined in Schedule C to the Agreement. Further, the Service will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 2 of this SLA. NormShield, Inc. dba Black Kite’s records and data will be the basis for all SLA calculations and determinations.

c. Maintenance performed at Customer’s request outside of the normally scheduled maintenance will not be considered an outage.

2. Exceptions

a. The Service will not be considered to be Unavailable for any outage that results from any maintenance performed by NormShield, Inc. dba Black Kite (a) during the standard NormShield, Inc. dba Black Kite implementation window(s) agreed upon by NormShield, Inc. dba Black Kite and Customer during Customer’s implementation period; or (b) during NormShield, Inc. dba Black Kite’s standard maintenance windows which occurs the first and the third Saturdays of each month between 1:00 am and 9:00 am Eastern Standard Time (collectively referred to herein as “Scheduled Maintenance”).

b. The NormShield, Inc. dba Black Kite network extends to, includes and terminates at the data center located router that provides the outside interface of each of NormShield, Inc. dba Black Kite’s WAN connections to its backbone providers (referred to herein as the “NormShield, Inc. dba Black Kite Network”). The Service will not be considered Unavailable for any outage unavailability of the Service due to (a) Customer’s information content or application programming, acts or omissions of Customer or its agents; (b) delays or failures due to circumstances beyond NormShield, Inc. dba Black Kite’s reasonable control that could not be avoided by its exercise of due care; or (c) failures of Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability outside of the NormShield, Inc. dba Black Kite Network.

3. Remedies. Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

a. If the total Availability (as calculated in Section 1 above) for a given month is less than the Availability Commitment, Customer will receive one Service Credit. In addition, for the first 100 minute increment by which the allowable Unavailability is exceeded, Customer will receive one-half (1/2) of a Service Credit. Thereafter, for each additional 100-minute increment by which the allowable outage is exceeded, Customer will receive one (1) additional Service Credit.

b. For purposes of this SLA, a Service Credit will be deemed to be an amount equal to the pro-rata fee for one (1) day of the Subscription to the affected Service (herein referred to as “Service Credit”). The total Service Credits for a given month will, in no event, exceed an amount equal to fifty percent (50%) of the then-current pro-rata monthly fee for the applicable Subscription to use the affected Service. Service Credits will be applied to extend the Term of the applicable Subscription.

c. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is not current in its payment obligations. Upon written request from Customer, NormShield, Inc. dba Black Kite shall promptly provide a report specifying the level of Unavailability and Service Credits due (if any) for the requested month. To receive Service Credits, Customer must submit such request within 90 days after the end of the month in which the Service was Unavailable.



**Schedule B
Software as a Service (SAAS)
Customer Support Guide**

SUPPORT FOR NORMSHIELD, INC. DBA BLACK KITE SAAS OFFERINGS

This Support Guide sets forth the terms, conditions, and procedures under which maintenance and support ("Support") is offered for NormShield, Inc. dba Black Kite's proprietary Software-as-a-Service ("SAAS") offerings (collectively, the "Services") during the Term of the Customer's Subscription for such Services as set forth in the applicable Subscription Order Form. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. GENERAL

Scope. Support will consist of: (i) telephone support; (ii) correction of errors to keep the Services in conformance with the user Documentation included in the Services; and (iii) updated versions of the Services provided by NormShield, Inc. dba Black Kite to its general customer base of subscribers at no additional charge. Support will not include: (i) set-up, installation, or configuration of hardware and software required for the Customer to access the Service; or (ii) consultation, error correction, or research with respect to Customer-created documents and information.

Representative. The Representative designated in the Subscription Order Form will be NormShield, Inc. dba Black Kite's contact for communicating with NormShield, Inc. dba Black Kite concerning Support, or making any other request or providing any notice. Customer may change the Representative upon written notice to NormShield, Inc. dba Black Kite.

2. CUSTOMER SUPPORT

Technical Support. Customer will have access to NormShield, Inc. dba Black Kite's technical support personnel ("Technical Support") as follows:

Hours: Monday - Friday, 8:00 am to 8:00 pm EST (excluding US holidays).

Phone: 571-335-0222

Email: support@NormShield, Inc. dba Black Kite.com

Web Support: <https://support.NormShield, Inc. dba Black Kite.com>

Communications with Technical Support may be via support portal, telephone or e-mail. NormShield, Inc. dba Black Kite provides a single entry point of contact that routes requests/problems to the appropriate Technical Support. In addition to the support obligations listed above, NormShield, Inc. dba Black Kite shall provide the following support twenty four (24) hours a day, seven (7) days a week: (a) telephone support for Severity 1 level issues; and (b) web-based support.

3. SEVERITY LEVELS.

Technical Support shall prioritize problems/requests according to the severity levels set forth below. NormShield, Inc. dba Black Kite will use commercially reasonable efforts to respond according to the Response Specifications set forth below with respect to the Severity Level assigned to the problem:

Severity 1 – Critical

The Services suffer an error or issue in a production down situation which cannot be reasonably circumvented and which so substantially impairs the performance of the Services or any components of the Services, which are critical to the Customer's business, as to effectively render them unusable. NormShield, Inc. dba Black Kite will acknowledge any such reported error or issue within sixty (60) minutes and NormShield, Inc. dba Black Kite will work twenty-four (24) hours a day, seven (7) days a week to identify the error and provide an applicable workaround or fix.

Severity 2 – Serious

The Services suffer an error or issue, which cannot be reasonably circumvented, and which substantially impairs the use of one or more portions or features of the Services required by Customer to perform necessary business functions but does not effectively render the Services unusable as a whole. NormShield, Inc. dba Black Kite will acknowledge any such reported error or issue within four (4) hours and, if Customer is using the Services in production, will work continually within normal business hours to identify the error and provide an applicable workaround or fix.

Severity 3 – Moderate

The Services suffer a low impact error or issue (which is not of Severity 1 or Severity 2) which impairs the use of the features of the Services, but the reported error or issue can be reasonably circumvented. NormShield, Inc. dba Black Kite will acknowledge any such reported error or issue within eight (8) hours and will work within normal business hours to identify the error and provide an applicable workaround or fix.

Severity 4 – Minor

The Services do not incur an error and allow Customer to function normal business operations; however, Customer inquiries about existing Documentation, training, or standard use of the Services. NormShield, Inc. dba Black Kite will acknowledge any such inquiry within twenty-four (24) hours and will work within normal business hours to address and resolve Customer's inquiry.

* Response times are measured from the time Customer has spoken with or left a voicemail for a NormShield, Inc. dba Black Kite Customer support contact specifying the nature of the Customer's problem.

4. RESPONSE.

The severity level of the problems reported by Customer shall be reasonably determined by NormShield, Inc. dba Black Kite. NormShield, Inc. dba Black Kite will resolve each reported error or issue with the Services by using commercially reasonable efforts to provide: (i) a patch or fix as necessary; or (ii) a reasonable workaround for the error or issue; or, if either (i) or (ii) are not reasonably practicable, a specific action plan regarding how NormShield, Inc. dba Black Kite intends to address the reported error or issue and an estimate on how long it may take to correct or workaround the error or issue. Customer agrees to use commercially reasonable efforts to assist and provide information to NormShield, Inc. dba Black Kite as required to resolve errors or issues with the Services reported by Customer. In the event NormShield, Inc. dba Black Kite fails to meet its obligations under this Section, NormShield, Inc. dba Black Kite will provide a root cause analysis including definition, corrections and process improvement plan. If a permanent repair cannot be made, a temporary resolution (bypass and recovery) will be implemented to the extent possible.

5. NORMSHIELD, INC. DBA BLACK KITE ISSUES.

Support covers any issue or problem that is the result of a verifiable, replicable error (NormShield, Inc. dba Black Kite will use all reasonable means to verify and replicate) in the Services ("Verifiable NormShield, Inc. dba Black Kite Issue"). An error will be a Verifiable NormShield, Inc. dba Black Kite Issue if it constitutes a material failure by the Services to function in accordance with the Documentation included in the Services. If Technical Support reasonably determines that Customer's problem is not caused by NormShield, Inc. dba Black Kite or its systems, equipment, or software, NormShield, Inc. dba Black Kite is not obligated to provide support under this Agreement. Nevertheless, NormShield, Inc. dba Black Kite will, if possible, offer suggestions as to how Customer can remedy the problem. If NormShield, Inc. dba Black Kite determines that the issue was not the result of a Verifiable NormShield, Inc. dba Black Kite Issue, NormShield, Inc. dba Black Kite may offer to provide for out of scope professional services at NormShield, Inc. dba Black Kite's then current rates upon its standard terms to address the issue.

6. ADDITIONAL SUPPORT.

Technical Support may also determine that Customer's request is a request for "Additional Support." Additional Support is any assistance not covered above. Examples of Additional Support include substantive questions regarding data or results, requests for Services customization, specialized training regarding use of the Services, custom documentation, and consulting. If NormShield, Inc. dba Black Kite believes that it can appropriately and effectively provide the requested services, it will offer do so at its then-current rates upon its standard terms.

7. CUSTOMER'S RESPONSIBILITIES.

Customer's designated representative shall initiate all requests for Support. The representative must be trained, qualified and authorized to communicate all necessary information, perform diagnostic testing under the direction of the NormShield, Inc. dba Black Kite service representative and be available during the performance of any Support if required.

8. SUBMITTING A REQUEST / GETTING AN ANSWER.

At the time of Customer's initial call or e-mail, please prepare to provide:

1. Representative's name, company name and Services Customer is using;
2. The type of browser (with release version) and hardware Customer is using;
3. Telephone number and alternate method of contact (i.e. email address);
4. A concise description of Customer's problem or question;
5. The time the error or problem occurred;
6. The circumstances under which the problem does or does not occur; and
7. Specific error messages and error numbers.

For new cases, a NormShield, Inc. dba Black Kite Customer Support Specialist will use the following process to assist Customer with a new case (problem):

1. Document the supplied information;
2. Document Customer's questions or issues (symptom and function in which it occurs);
3. Answer Customer's questions or have Customer run tests to further identify and isolate the problem; and
4. Research the problem and provide resolution according to the aforementioned guidelines.