

FireBrick OEM Agreement

General

The purpose of this agreement is to set out the basis upon which the manufacturer (Watchfront Electronics and Andrews & Arnold) of the FireBrick internet firewall (the product) will customise and supply variants of the FireBrick to the client (OEMs and solution providers).

The Product

The product shall be a customised variation of the FireBrick product range so as to allow the client to sell the product under their own overall brand. This customisation can include various alterations as agreed. All customisation shall be agreed in advance, and is subject to a charge, the amount of which will depend upon the scope of work required. The manufacturer shall supply samples of the customisation for approval. On placement of the first order from the client to the manufacturer, formal approval (sign off) of the customisation shall be deemed to have occurred.

Standard customisation may include:-

- User interface changes - changing the layout and presentation of information to the user within certain technical limitations.
- Inclusion of client logo within the user interface, subject to certain technical limitations.
- Links from the user interface to web sites operated by the client.
- Removal or reduction in features or number of entries in tables (e.g. fewer filters) so as to provide a cut-down product when compared to the standard FireBrick.
- Adjustment of factory default settings within certain technical limitations (e.g. new default filters added).
- Changes to printed serial number label artwork - within certain technical and regulatory limitations.

In addition, it is also possible to make changes to printing and colour of the case or PSU, or to add new software features. However such changes will require additional lead time and minimum order commitment as agreed specifically for each change as well as additional one off customisation charges.

The customisation shall be such that the product is clearly different from the standard FireBrick product range, or if it is substantially similar to one of the existing standard product range, then the client agrees that it shall be sold at a price consistent with the prices for the standard FireBrick product range.

The manufacturer has the option to refuse changes that are, in their opinion, inconsistent with the overall design, compromises quality, is tasteless, or otherwise inappropriate to the FireBrick product range. Where possible the manufacturer shall suggest alternatives.

Use of FireBrick Brand

The FireBrick brand is a registered trade mark and may only be used with the approval of the manufacturer. The product shall include the FireBrick brand, in order to maintain a general brand image across all standard and OEM variations of the FireBrick. The client may claim that the product has been customised for them, and that they have worked with the manufacturer to produce a special version of the FireBrick. The client may not claim to have developed the product themselves. The client should promote and sell the product only in a way that is not (in the opinion of the manufacturer) detrimental to the FireBrick brand or the good name of the manufacturer. FireBrick is always shown as one word with capital F and B.

Advertising

The client is responsible for any promotion or advertising of the product. The client may use the standard FireBrick promotional material as a basis for advertising of the product. Any advertising or promotional material using the FireBrick brand shall be submitted to the manufacturer for approval prior to publication, but such approval will not be unreasonably delayed or withheld.

The manufacturer may (at the discretion of the manufacturer and the agreement of the client) list the client as an OEM customer in promotional material.

Support

The client is responsible for first line technical support, as well as preparation of manuals and web site(s) supporting the product. In order to avoid customer confusion the client will not simply link to the manuals provided by the manufacturer, as these may detail features not available to the client's users. The client is, however, free to base their documentation on that provided by the manufacturer if so desired. A link may be included to the FireBrick web site (www.FireBrick.co.uk) as an indication of the related products available.

The manufacturer will provide technical support to the client. The client is responsible for ensuring its technical support staff are suitably trained to avoid unnecessary technical support calls to the manufacturer. The manufacturer will run training courses at reasonable intervals or at the request of the client.

The client shall provide the manufacturer with technical support contact details such that any end users can be referred to the client if necessary.

Warranty

The product has a 13 month warranty from date of shipment from the manufacturer to the client. If any unit proves to be faulty within this period, then the manufacturer will repair or replace the unit, provided the returns procedure detailed elsewhere in this document have been adhered to. This is the full extent of any liability (other than that required by law) for any failure of the product.

Forecasts

The client shall provide reasonable forecasts of orders for the FireBrick for 4 months ahead, and shall update this forecast on a 1 month rolling basis. The client shall ensure the manufacturer is apprised of any changes as soon as practical. Where orders significantly exceed the forecasts, the manufacturer may not be able to meet lead times for orders. In the event of any unforeseen manufacturing problems arising, the manufacturer will make best efforts to rectify the problems and keep the client informed at all times.

Ordering

Orders shall be placed with at least 1 month lead time unless otherwise agreed. Minimum order quantity for standard customisation is 100 units. Where cases or other parts are customised, then the order quantities for these parts shall be separately agreed.

Packaging

Unless otherwise agreed, the product is supplied bulk packed with each unit contained in a bubble wrap bag, and each PSU contained in a small cardboard box. The client is responsible for provision of any outer packaging, manuals and ancillaries such as cables.

Returns

Any faulty unit shall be inspected by the client and a report of the nature of the fault provided to the manufacturer. The client must obtain a returns number from the manufacturer before returning any unit. If requested, a replacement unit will be sent by the manufacturer and the client invoiced for the replacement. Where the returned unit is found to be faulty, a credit note will be issued by the manufacturer for the returned unit. If the unit is found to be damaged or abused, then the unit will be returned or repaired for a fee at the request of the client. In the event that significant numbers of 'no fault found' units are returned then the manufacturer reserves the right to charge a reasonable handling fee.

Upgrades

As the manufacturer has a policy of continuous improvement, the product specification may change from time to time and any such changes will be notified to the client as soon as practical.

Software upgrades may be issued to correct defects, and accommodate hardware changes. Such software changes will be made available to the client free of charge. The standard FireBrick product range provides all

Commercial in Confidence

software upgrades to end users free of charge. The client should consider their policy on software upgrades and advise the manufacturer. If software upgrades are to be free to end users, then the manufacturer may (at the discretion of the manufacturer and the agreement of the client) make them available directly via the general FireBrick web site.

If the client requires a software enhancement, then this will be specifically agreed and quoted in advance. This may impact the unit price of the product.

Prices

As an annex to this agreement the unit prices for the product, based on order quantities and overall sales volumes, shall be agreed. Payment terms shall also be stated, and may include prompt payment discounts and late payment interest charges. The manufacturer reserves the right to review the price of the product to the client every 4 months, to reflect manufacturing cost changes either upwards or downwards.

Confidentiality

The manufacturer will treat all client customer data provided as confidential, and any such data will be used solely for the purposes of fulfilling obligations under this agreement. The manufacturer will not use such data to solicit business from the client’s customers. The client will treat all data supplied by the manufacturer concerning FireBrick product development or any other data supplied in support of this agreement as confidential.

Variation

This agreement may be changed by the manufacturer given 28 days notice. Such changes cannot affect orders already placed to the detriment of the client.

Client:

Manufacturer:

Watchfront Electronics / Andrews & Arnold

Signature:

Signature:

Date:

Date: