



ALIEN VAULT

END USER SOFTWARE LICENSE AND SERVICES AGREEMENT

BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU OR THE ENTITY OR COMPANY THAT YOU REPRESENT ("CUSTOMER") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS END USER LICENSE AGREEMENT ("AGREEMENT"). CUSTOMER'S USE OF THE SOFTWARE SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE DOWNLOAD AND/OR INSTALLATION PROCESS WILL NOT CONTINUE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. LICENSE

1.1. *License.* Subject to the terms and conditions of this Agreement, including without limitation payment of the License Fees, AlienVault hereby grants to Licensee as of the effective date specified on the applicable Schedule, a non-exclusive, royalty-free, revocable, non-transferable, non-sublicensable limited license ("**License**") for Licensee's internal use during the Term of this Agreement as defined in applicable sales order ("Sales Order"), to install the Software and allow Licensee's employees and contractors to use the Software for the sole benefit of Licensee and solely at Licensee's site. In the event Licensee desires to license additional Software from AlienVault, the parties shall execute one or more additional Sales Orders for the applicable Software. "**Software**" means AlienVault's proprietary software and documentation specifically identified in one or more separately-executed Schedules hereto, including the following (as applicable): (i) AlienVault-proprietary computer information and software included in the Software; (ii) third party-proprietary computer information or software that AlienVault has licensed for inclusion in the Software, including OSSIM by AlienVault, an open source security information and event management (SIEM) software (subject to the GNU GPL Version 3.0 terms located at <http://www.gnu.org/licenses/gpl.html>); (iii) written materials or files relating to the Software ("**Documentation**"); and (iv) Modified

versions, updates and additions to the Software, if any (collectively, "**Updates**").

1.2. *Hardware.* "**Hardware**" means computer hardware devices purchased by Customer under a valid Sales Order Form and installed with the Software by AlienVault on behalf of Customer, providing security information management functionalities. Title to any Hardware purchased by Customer shall pass to Customer when the price for each Hardware is paid for in full. Customer shall install the Hardware in its own facilities in the location indicated in the Sales Order Form, in accordance with AlienVault's instructions. Customer shall notify AlienVault of any change of the location of the Hardware from the original place of installation. The Hardware may not be purchased for resale purposes by Customer unless Customer is an authorized reseller of AlienVault. Where applicable, AlienVault will provide the pass through warranty for Hardware as provided by the original equipment manufacturer. All Hardware is provided by AlienVault "As Is" without warranties of any kind, either express or implied.

1.3. *Feedback.* If Customer provides any feedback to AlienVault concerning the functionality and performance of an application (including identifying potential errors and improvements), Customer hereby assigns to AlienVault all right, title and interest in and to the feedback and AlienVault is free to use the feedback without payment or restriction.

2. LICENSEE OBLIGATIONS. Licensee hereby agrees that AlienVault may remotely access the Software used by Licensee for the purposes of ascertaining system performance and accessing system logs. Licensee further agrees that AlienVault may disclose to third parties descriptions of security-related activities encountered through Licensee's use of the Licensed Software, provided that such descriptions maintain the anonymity of Licensee.

3. PROHIBITED USES

3.1. Restrictions. Licensee may use the Software only for Licensee's own internal business purposes. Unless otherwise expressly permitted in this Agreement, Licensee shall not, and shall not permit any third party to: (i) use the Software to process, or permit the Software to process, data for any third party; (ii) use the Software in operation of a service bureau; or (iii) permit any third parties to use the Software. Licensee may not (and may not allow any third party to) modify, adapt, translate, create derivative works of, sublicense, rent, lease all or any portion of, or reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of, the Software or Documentation; (iv) use the Software or Documentation for competitive purposes. All use of third party software shall be in accordance with applicable third party licenses. AlienVault shall have no liability for Customer's use of any third party software.

4. SUPPORT AND OTHER SERVICES

4.1. Support. Support and Maintenance Services shall be provided in accordance with the AlienVault's standard Maintenance and Support Services Addendum, attached hereto.

4.2. Other Services. If and when Licensee desires to obtain other services ("**Services**") from AlienVault, Licensee shall communicate to AlienVault the type and extent of Services desired, and AlienVault shall develop and provide to Licensee a statement of work (the "**SOW**") describing the desired Services for Licensee's review and approval. AlienVault shall have no obligation to provide Services to Licensee unless and until an SOW has been duly executed by Licensee. Each SOW shall commence upon its execution by both parties and shall continue until all tasks described therein are completed, unless earlier terminated pursuant to Section 12. The parties may, by

mutual agreement, make changes ("**Changes**") to the scope, content, deliverables, schedule or other substantive aspects of the Services agreed to in any SOW. The party requesting a Change shall prepare a written "**Change Order**," specifying in adequate detail the requested Change(s), and shall submit it to the other party for review and, if accepted, approval thereof. In no event shall any Change be effective or acted upon in any way or implemented until a Change Order defining such change has been approved in writing by the duly authorized representatives of both parties.

4.3. Threat Intelligence Subscription. If Licensee purchases a threat intelligence subscription as indicated on the applicable Sales Order, such subscription shall be subject to the terms and conditions located in the attached Threat Intelligence Addendum.

4.4. Subcontracting. AlienVault may subcontract all or some of its support obligations to third parties. In such an event, AlienVault shall remain fully responsible for all of its support obligations hereunder.

5. FEES AND PAYMENT

5.1. Fees. Licensee will pay to AlienVault the Fees specified in Sales Order. Payment Fees is due annually, in advance, with payment of the first year's Fees due upon execution of this Agreement. Any extension in Licensee's use of the Software, including any additional licenses, will require payment of additional Fees in accordance with AlienVault's then-current terms and fees. Licensee will reimburse AlienVault for any reasonable out-of-pocket expenses incurred by AlienVault in connection with performing any Maintenance or Services at Licensee's site.

5.2. Terms. Payment of all fees and charges under this Agreement shall be made in U.S. dollars and, with the exception of the fees described in Section 5.1, shall be due and payable thirty (30) days from the invoice date. All past due amounts are subject to a late payment charge equal to the lesser of (i) one percent (1%) per month or (ii) the maximum rate allowed by law.

5.3. Taxes. The prices and charges hereunder do not include any amount for taxes or duties. If any duty, sales, use, excise, property, withholding, or other tax, penalty, or interest, is, or should ultimately be, assessed against or is required to be collected by

AlienVault or by any taxing authority in connection with its performance required hereunder, Licensee agrees to pay any and all such charges. This paragraph does not apply to AlienVault's income or franchise taxes or to taxes for which Licensee provides AlienVault a valid tax exemption certificate.

6. EXPORT RULES. Licensee shall not ship, transfer, or export the Software into any country or use the Software in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "**Export Laws**"). If any portion of the Software is identified as an export controlled item under the Export Laws, Licensee represents and warrants that Licensee is not a citizen of, or otherwise located within, or an entity organized under the laws of, or otherwise located within, any nation embargoed by the United States (including without limitation Iran, Syria, Sudan, Cuba, and North Korea), and that Licensee is not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that Licensee complies with the Export Laws, and all such rights are and shall be deemed forfeited if Licensee fails to comply with the Export Laws.

7. INTELLECTUAL PROPERTY OWNERSHIP. The Software, including any and all Updates, any modifications made by AlienVault's service employees and any authorized copies thereof that Licensee makes are the intellectual property of, are owned by, AlienVault and by third parties whose intellectual property has been licensed by AlienVault. The structure, organization and code of the Software are the valuable Confidential Information of AlienVault and such third parties. The Software is protected by law, including without limitation, the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly provided in this Agreement, Licensee is not granted any rights under AlienVault's or its licensors' intellectual property rights in the Software, and AlienVault and such licensors reserve all rights not expressly granted to Licensee under this Agreement. Unless otherwise specifically agreed in an applicable SOW, AlienVault shall own all right, title and interest (including all intellectual property rights) in and to all inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information made or conceived

or reduced to practice, in whole or in part, by AlienVault in connection with the Services ("**Work Product**").

8. CONFIDENTIALITY

8.1. Definition. "**Confidential Information**" means: (a) the Software; and (b) any business or technical information of AlienVault or Licensee, including but not limited to any information relating to AlienVault's or Licensee's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" and, if orally disclosed, reduced to writing by the disclosing party within thirty (30) days of such disclosure.

8.2. Exclusions. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

8.3. Use and Disclosure Restrictions. During the term of this Agreement, and for a period of five (5) years after any termination of this Agreement, each party will not use the other party's Confidential Information except as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

9. WARRANTIES; DISCLAIMER

9.1. *Warranty.* AlienVault warrants, for a period of ninety (90) days from the original delivery date, that the Software will be free from defects in materials, workmanship and design and will substantially confirm to the specifications set forth in the Documentation. This limited warranty does not apply to third party open source software. AlienVault's entire liability and Customer's exclusive remedy in the case of a breach of the foregoing warranty shall be correction of the error, or at AlienVault's option, replacement of the Software. This limited warranty, is void if defect has resulted from accident, abuse, negligence, misapplication, or where the Software has not been properly installed or used in accordance with the Documentation.

9.2. The Software is not designed, manufactured, or intended for use in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property or environmental damage (collectively, "High Risk Activities"). AlienVault expressly disclaim any express or implied warranty with respect to any High Risk Activities.

9.3. *Disclaimer.* ~~EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SOFTWARE IS BEING DELIVERED TO YOU "AS IS" AND ALIENVAULT AND ITS SUPPLIERS MAKE NO WARRANTY AS TO ITS USE, RELIABILITY OR PERFORMANCE. ALIENVAULT AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. ALIENVAULT AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. GIVEN THE NATURE AND VOLUME OF MALICIOUS AND UNWARRANTED ELECTRONIC CONTENT, ALIENVAULT DOES NOT WARRANT THAT ANY SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR WILL DETECT ONLY SECURITY THREATS OR MALICIOUS CODE OR THAT ANY INFORMATION OR OTHER MATERIAL~~

ACCESSIBLE OR PROVIDED THROUGH ANY SOFTWARE OR SERVICE IS ACCURATE, COMPLETE OR FREE OF VIRUSES, MALICIOUS CODE, INTRUSIONS, SECURITY BREACHES OR OTHER HARMFUL CONTENTS OR COMPONENTS. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, INSTALLATION AND USE OF SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USE THE SOFTWARE AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

10. INDEMNIFICATION

10.1. ~~*Reserved. Licensee Indemnity.* Licensee shall indemnify, defend and hold harmless AlienVault, AlienVault's suppliers, and their respective affiliates, officers, directors, employees, representatives, and agents from and against all losses, damages, or expenses of whatever form or nature, including attorney's fees and other costs, arising out of or related to Licensee's use of the Software, other than any such liability as to which AlienVault has indemnified Licensee hereunder, provided that: (i) Licensee is promptly notified in writing of any such claim; and (ii) Licensee shall have the exclusive right to control the defense of such claim. In no event shall AlienVault settle or compromise any such claim without Licensee's prior written approval. AlienVault may, at its own cost and expense, assist in the defense of any such claim and be represented by counsel of its choice. This Section 10.1 states the entire liability of Licensee with respect to any of the foregoing.~~

10.2. *AlienVault Indemnity.* AlienVault shall indemnify, defend and hold harmless Licensee, its affiliates, and their respective officers, directors, employees, representatives, and agents from and against all losses, damages, or expenses of whatever form or nature, including reasonable attorneys' fees and other costs, arising out of or related to any third party claim against Licensee that the Software violates any patent, copyright or trade secret right of such third party, provided that: (i) Licensee's use of the Software is in accordance with the terms of this Agreement; (ii) AlienVault is promptly

notified in writing of any such claim; and (iii) AlienVault shall have the exclusive right to control the defense of such claim. In no event shall Licensee settle or compromise any such claim without AlienVault's prior written approval. AlienVault shall either: (i) obtain for Licensee the right to continue to use the Software; or (ii) modify the Software so that it becomes non-infringing; or (iii) only in the event that options (i) and (ii) above are not commercially reasonable, terminate the License with respect to the infringing components of the Software without any further obligation to Licensee. Licensee may, at its own cost and expense, assist in the defense of any such claim and be represented by counsel of its choice. This Section 10.2 states the entire liability of AlienVault with respect to any of the foregoing.

10.3. *Exceptions.* AlienVault's indemnification obligations shall not apply to any claim of infringement resulting from: (i) the combination of the Software with other products or services (to the extent that the claim is based upon such combination); (ii) use of the Software if it has been modified, altered, enhanced, or changed in any way by anyone other than AlienVault; (iii) use of the Software in a manner not authorized by this Agreement or provided for in the ~~De~~documentation; or (iv) use of other than the most current, release of the Software, if such claim would have been avoided by use of the most current release

11. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY OF LICENSEE ARISING UNDER SECTIONS 3 (PROHIBITED USES), 8 (CONFIDENTIALITY), AND 13.2 (GENERAL; ASSIGNMENT), IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF ALIENVAULT, ALIENVAULT'S LICENSORS OR SUPPLIERS), BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST REVENUE, LOST PROFITS, LOST SAVINGS, LOST BUSINESS OR LOSS OF GOODWILL, EVEN IF ITS REPRESENTATIVE (OR IN THE CASE OF ALIENVAULT, A REPRESENTATIVE OF ONE OR MORE OF ALIENVAULT'S LICENSORS OR SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THESE LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. EXCEPT FOR LIABILITY ARISING UNDER SECTION 8

(CONFIDENTIALITY), THE AGGREGATE LIABILITY OF ALIENVAULT, AND ALIENVAULT'S LICENSORS AND SUPPLIERS, AND LICENSEE, RESPECTIVELY, UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO \$250,000.

12. TERMINATION

12.1. *Termination for Cause.* Either party may terminate this Agreement, or a Sales Order or SOW executed hereunder, upon thirty (30) days' prior written notice to the other party, if the other party is in material breach of this Agreement or such Sales Order or SOW (including Licensee's failure to make payment when due) and fails to cure such material breach within thirty (30) days after delivery of such written notice.

12.2. *Immediate Termination.* AlienVault or Licensee may immediately terminate this Agreement, and all Sales Orders and SOWs executed hereunder, upon notice if the other party: (i) ceases to carry on business as a going concern; (ii) becomes the object of the institution of voluntary proceedings in bankruptcy or liquidation; (iii) becomes the object of the institution of involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets, if such petition or proceeding is not dismissed or receiver discharged within 30 days of filing or appointment; or (iv) breaches (only with respect to Licensee) the license grants or license restrictions.

12.3. *Effect of Termination.* Upon termination of this Agreement or a Sales Order for any reason, Licensee shall: (i) immediately stop using the applicable Software; (ii) ensure that all of Licensee's users immediately stop using the applicable Software; and except as required by law, (iii) return to AlienVault the original and all permitted copies of the applicable Software and Proprietary Information in Licensee's possession, custody, or control; or (iv) in lieu of returning such Software and Proprietary Information as specified in the immediately preceding item, ~~(iii)(viii)~~, destroy all such copies and certify in writing, such destruction, signed by an officer of Licensee.

12.4. *Nonexclusive Remedy.* Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

12.5. *Survival.* Termination of this Agreement shall not: (i) release either party from any claim, including but not limited to any claim for payment, of the other party accrued hereunder prior to the effective date of such termination; or (ii) affect the rights and obligations set forth in Sections 1.2, 2, 3.1, 5, 6, 7, 8, 9.2, 11, 12.5 and 13 which shall survive termination.

13. GENERAL

13.1. *Assignment.* Licensee will have no right to assign this Agreement, in whole or in part, without AlienVault's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and void. Notwithstanding the foregoing, Licensee may assign this Agreement, without AlienVault's consent, to any entity that controls, is controlled by, or is under common control with, Licensee; provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement and the assignee is not a competitor of AlienVault. For purposes of the preceding sentence, "control" means having the ability to elect a majority of the board of directors or a similar governing body.

13.2. *Governing Law and Jurisdiction.* This Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements entered into, and to be performed entirely, within Texas between Texas residents. ~~Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Austin, Texas and the parties hereby consent to the personal jurisdiction and venue therein.~~

13.3. *Severability.* If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

13.4. *Waiver.* The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

13.5. *Notices.* All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications

will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

13.6. *Force Majeure.* Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

13.7. *Relationship of Parties.* The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

13.8. *Announcements.* Licensee agrees that AlienVault may publicly announce and list Licensee as a Licensee of AlienVault.

13.9. *Entire Agreement.* This Agreement, including all schedules, exhibits and attachments attached hereto, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties.

SUPPORT AND MAINTENANCE SERVICES ADDENDUM

1. DEFINITIONS

“Coverage Period”: 9:00am to 5:00pm PST, Monday through Friday, and excluding US national holidays for customers in the Western Hemisphere; 9:00am to 5:00pm CEST, Monday through Friday, and excluding Irish and Spanish national holidays for customers in the Eastern Hemisphere.

“Maintenance Patch”: A release of or for a Supported Product that includes the most recent Resolutions.

“Resolution”: Either a software modification or addition that, when made or added to the Supported Product, corrects a Supported Incident; or a work-around, procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of such Supported Incident on Customer; or replacement of the Supported Product. (Resolutions may include patches and bug fixes).

“Supported Incidents”: A material defect in materials and workmanship of the Supported Products, or failure of the Supported Product to conform to the specifications set forth in the documentation (“Documentation”) relating to that version of the Supported Product, resulting in the inability to use, or restriction in the use of, the Supported Product.

“Supported Products”: Current version of the Software and any prior version for which AlienVault provides support.

2. SERVICE DESCRIPTION AND SCOPE

A. Scope of Maintenance Services.

Supported Product Maintenance: The provision of Resolutions, Maintenance Patches, and Upgrades/Updates in relation to the Supported Product during the Support Period, as set forth below.

B. Scope of Support Services. The scope of Support Services includes the following two services:

1. *Technical Support*: Help with regard to installation, configuration and administration of the Software and/or Hardware. The telephone support is provided 5 days a week, 8 hours a day.
2. *Customer Support Portal*: Online platform for customers to submit and track support tickets and access the support knowledge database.

Support Services do not include development, consulting or technical training. Any additional tasks derived from the ticket beyond knowledge transmission, and not specified hereunder, such as development, documentation, specific testing or remote access will be charged on an hourly basis unless otherwise agreed in writing by the parties. The Support Services and Maintenance Services are collectively referred to as the “Services.”

C. Service Modification. Modifications to the scope of the Maintenance Services and/or Support Services may be made from time to time by AlienVault and will be notified to Customer in writing.

D. Exclusion from Services. AlienVault is not obligated to provide Maintenance Services and/or Support Services in the following situations:

- Unsupported Incidents;

- Improper installation or operation of the Supported Product not in accordance with AlienVault's specifications or the Documentation;
- The Supported Product has been damaged or the Supported Incident is caused by Customer's negligence, or other causes beyond the reasonable control of AlienVault;
- The Supported Incident is caused by third party hardware or software not sold or licensed by or through AlienVault;
- Customer has not installed and implemented a Maintenance Patch/Update or Upgrade so that the Software is not a release supported by AlienVault;
- Customer has broken the AlienVault hardware seal, except under instructions of AlienVault support staff or as part of an upgrade process.

Such issues may be addressed separately upon request to AlienVault or an AlienVault authorized partner at the applicable hourly rates for consulting.

3. **MAINTENANCE SERVICE AND SUPPORT SERVICE PERIOD**

The Maintenance and Support Service period shall be for a period of time as set forth in a valid Sales Order Form.

4. **MEANS OF PROVIDING THE MAINTENANCE AND SUPPORT SERVICES**

AlienVault will provide the Services by remote assistance. Except in the case of emergencies, requests for Services must be made to AlienVault's customer service portal. In response to requests, support technicians will respond via email or phone. Severity 1 and 2 issues may be reported by phone.

5. **RESPONSE CRITERIA**

AlienVault's initial response may result in resolution of the request or form the basis for determining what additional actions may be required to achieve Resolution. For Service requests received outside of the Coverage Period, AlienVault will use commercially reasonable efforts to respond within the timeframe designated in Section 10 below based on the Severity level as determined by AlienVault. AlienVault is not responsible for delays in response delivery caused by systems and network problems.

6. **MAINTENANCE PATCHES AND UPGRADES/UPDATES**

In addition to Resolutions, during the term of this Exhibit, AlienVault shall make Maintenance Patches and Upgrades/Updates available if and when made generally available by AlienVault. If a question arises as to whether a product offering is an Upgrade/Update or a new product or separate component, AlienVault's determination will prevail, provided that AlienVault treats the product offering as a new product or feature for its end user customers generally.

7. **CUSTOMER RESPONSIBILITIES**

Customer agrees to:

- Pay the applicable Services fees and any communications charges associated with accessing the Services (unless AlienVault specifies otherwise);

- Ensure that any access codes AlienVault provides are used only by Customer's authorized personnel;
- Designate an AlienVault certified representative (a "Primary Technical Contact") to be the focal point to whom AlienVault may direct general technical information pertaining to Customer's Supported Products. Customer's Primary Technical Contact must have sufficient technical knowledge of Customer's Supported Product environment to enable effective communication with the AlienVault support center;
- Provide AlienVault with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which Customer requests assistance;
- Provide AlienVault with appropriate remote access to Customer's system if necessary to assist in isolating the software problem cause. Customer will remain responsible for adequately protecting the system and all data contained therein whenever it is remotely accessed by AlienVault with Customer's permission;
- Use the information obtained under these Services only for the support of the information processing requirements within Customer's enterprise;
- Ensure that Services are used only in relation to duly licensed Supported Products;
- Make reasonable efforts to correct any issue and deploy corrections after consulting with AlienVault;
- Promptly install all Maintenance Patches and Resolutions;
- Inform AlienVault promptly of any changes in hardware location.

8. CHARGES AND PAYMENT

A. Charges ("Support Fees") for either or both Maintenance and/or Support Services during the Coverage Period, are invoiced in advance, or in the case of a renewal term, no later than the date of commencement of the applicable Coverage Period.

B. The Support Fees may vary, depending on, for example, the services engaged, the Coverage Period (Prime Shift or Full Shift) and the term of this Exhibit. Customer's Support Fee is set forth in the Order Form and any renewal order form.

C. Any additional tasks derived from the Services beyond knowledge transmission, and not specified under Section 2, such as development, documentation, specific testing, etc., will be charged at AlienVault's professional services rates and performed pursuant to the Consulting Exhibit or as mutually agreed in writing by the parties.

D. Maintenance Services and Support Services expire on termination of the AlienVault Professional SIEM License or otherwise in accordance with the corresponding Order Form.

E. For all replaced hardware, if the defective hardware is not returned to AlienVault within 15 days after receiving the replacement hardware, Customer will be invoiced for the replacement hardware at AlienVault's then-current replacement price.

9. SUPPORT AND SERVICE LEVELS

AlienVault will provide Support Services to Customer pursuant to following procedures.

A. AlienVault Online Support Center. The Customer has 24/7 access to AlienVault Support Center. AlienVault shall assign an Incident priority level to the request during Service Hours (Severity levels 1-4).

B. Support Call Logging. AlienVault shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received with a tracking number, and with respect to Software Support, within the Support Response Times.

C. Software Support Response Times. Support for the Software is available during Service Hours with the following Support Response Times:

Incident Priority	Support Response Time
Severity 1: prevents operation of the system	4 Hours
Severity 2: significant reduction in specified functionality of the system	8 Hours
Severity 3: minor reduction in specified functionality, but does not impede system operation in a normal manner	24 Hours
Severity 4: minor bugs and errors that do not impede system operation in a normal manner	36 hours

10. **LIGHTSPEED REPLACEMENT**

This section shall apply where Customer has purchased Lightspeed Replacement (“LSR”) under a valid Sales Order Form for the current term.

If Company confirms a material defect with the Hardware, AlienVault will ship replacement Hardware of like or better quality within two (2) business days. Customer is responsible for returning the defective Hardware to AlienVault within 14 days after receiving the replacement Hardware.

Lightspeed Replacement does not apply if one of the following conditions applies:

- Damage from external causes such as abuse, misuse or problems with electrical power
- Servicing of Hardware not authorized by AlienVault
- Usage that is not in accordance with Documentation or this Agreement
- Failure to follow the product instructions or failure to perform preventive maintenance
- Problems caused by using accessories, parts, or components not supplied by Company
- Products with missing or altered serial numbers
- Products for which AlienVault has not received payment
- Products that have been physically damaged

Hardware Refresh

- If Customer pays for more than three consecutive years of LSR, Customer will be eligible for a Hardware upgrade if the Hardware they currently use has become obsolete.

RMA Procedure

An RMA number is required for all returns. The procedure for swapping hardware is as follows:

- Open up a support ticket with AlienVault customer support
- Upon verification of the issue by AlienVault customer support, an RMA number will be issued
- AlienVault Customer Support will instigate the RMA procedure and deliver to Customer an RMA number via email provided that Customer has given all necessary information
- The equipment will be shipped and Customer will be notified with a tracking number. It is the responsibility of Customer to rack the replacement Hardware.
- The old Hardware will need to be sent back to AlienVault's supply center. As such, a pre-paid label will arrive with the replacement Hardware which Customer will use to return the defective Hardware to AlienVault's supply center.

Threat Intelligence Subscription Addendum

*This section shall apply to the extent that Customer has paid for the Threat Intelligence Subscription under a valid Sales Order Form for a current term.

1. SUBSCRIPTION

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