MASTER SOLUTIONS AGREEMENT

This Master Solutions Agreement (this "**Agreement**") is entered and made on the earlier of: (i) the date of final signature below; (ii) the date the last Party signs an Order Form, as defined below, referencing this Agreement; or (iii) as applicable, the date of download, access, copy, install, use or purchase on the Alert Logic Portal (the "**Effective Date**") by and between Alert Logic, LLC ("**Alert Logic**"), and you ("**Client**" or "**You**"). This Agreement sets forth the standard terms and conditions applicable to the services, software, and/or appliances (each, a "**Solution**", and collectively, the "**Solutions**") ordered by Client. This Agreement incorporates by reference any Solution Specific Schedules, as defined below, addendums, and/or Order Forms and any such referenced and incorporated ancillary document shall form part of this Agreement. Alert Logic and Client are each a "**Party**" and may be referred to collectively as the "**Parties**".

BY WAY OF THE INSTALLATION, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USE OF ANY SOLUTIONS, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE HEREIN CONTAINED TERMS OF THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU THEN HAVE NO RIGHTS TO THE SOLUTIONS AND SHOULD THEREFORE NOT INSTALL, COPY, DOWNLOAD, ACCESS OR USE THE SOLUTIONS.

1. **Solutions.**

Subject to the terms and conditions of this Agreement, Alert Logic shall provide Client with the Solution(s) described on a Solution transactional document, including but not limited to a quotation or statement of work. This will include a description of the type and duration of any license grants, as well as the license metric (e.g. Subscription, perpetual, term), cost and payment terms, and any other terms necessary for that Solution (each, an "**Order Form**"). Alert Logic shall perform or make each Solution available to Client in accordance with the applicable Order Form and incorporated Solution Specific Schedule. A Solution may require a "**Solution Specific Schedule**" which means the additional prepared descriptions, specifications, service levels, and/or materials as applicable for each Solution. Upon mutual agreement of the Parties, Client's affiliates may order Solutions in accordance with the terms of this Agreement by executing one or more Order Forms referencing this Agreement. Each Party shall comply at its own expense with all applicable laws and regulations relating to the provision of the Solutions. "**Service**" means a managed service, Maintenance Services (as defined below), or a cloud service or software-as-a-service hosted by Alert Logic, as defined on the applicable Solution Specific Schedule. "**Professional Services**" are other services as defined in the applicable Solution Specific Schedule or Order Form. These may include, but are not limited to, means implementation or integration services; training services; programming or coding services; data conversion services; on-site consultation, or other customized services, provided by Alert Logic at the request of the Client, but specifically excludes Maintenance Services. "**Maintenance Fees**" means the Maintenance Services fees paid to Alert Logic for perpetual or term licenses. "**Maintenance Period**" if applicable, means the annual time period that Alert Logic will provide Maintenance Services for a perpetual license or term license as indicated in an Order Form. "**Maintenance Services**" for perpetual, term and subscription licenses, means providing the Client with (a) access to Alert Logic's technical assistance; (b) access to Alert Logic's self-service utilities; and (c) access to updates and enhancements of a Solution. "**Seats**" means individuals with a unique user identification that can utilize or be managed by a Solution, including but not limited, to those individuals that are included in profile data store and designated by Client as either "active" or "inactive". "**Subscription Fees**" means the fees paid to Alert Logic for subscription licenses and the accompanying annual Maintenance Services included with such subscription license. "**Subscription Period**" if applicable, means the annual time period for the grant to the Client of a subscription license to a Solution as indicated on an Order Form.

2. **Fees; Payment; and Taxes.**

Fees and Payment. Unless otherwise provided on an Order Form: (a) Alert Logic or an Affiliate designated by Alert Logic shall invoice Client for all Solution fees annually, in advance; (b) Client shall pay all fees and expenses within thirty (30) days after receipt of the applicable invoice and in U.S. dollars to the entity identified on the applicable invoice; and (c) fees are quoted exclusive of sales, use, excise, VAT, or any other applicable taxes. Payment to an Affiliate designated by Alert Logic shall satisfy Client's corresponding payment obligation to Alert Logic. The issuance of an invoice by, or payment to, an Affiliate does not make that Affiliate a party to this Agreement or transfer any of Alert Logic's rights or obligations under this Agreement. Any undisputed amount not paid by Client when due shall bear a late payment charge

at the lesser of 1.5% per month, or the maximum amount permitted by law, until paid. No refunds or credits will be given, unless specifically provided for herein.

Taxes. Client is responsible for the payment of all of its own taxes related to the purchase of any Solution. Alert Logic or its designated Affiliate may be required to collect and remit such taxes from Client unless Client provides the applicable invoicing entity with a valid tax exemption certificate. Amounts due under this Agreement are payable to Alert Logic or the Affiliate identified on the applicable invoice, without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Client shall separately pay the applicable invoicing entity the withheld or deducted amount so that such entity receives an amount equal to what it would have received if such withholding, deduction, or other imposition of taxes or other charges had not been imposed. Client shall indemnify Alert Logic and its designated Affiliate for all Client taxes paid and any reasonable costs and expenses (including any legal fees) incurred by Alert Logic with respect to the enforcement of this section. If you purchased through a Alert Logic Partner, the terms and party to pay Solution fees will be outlined in the documentation from the Partner.

3. Proprietary Rights and License.

Alert Logic Property. Alert Logic retains ownership of all intellectual property and proprietary rights in its Solutions, services, software, hardware and appliances, systems, methods, threat intelligence and assessments, statistical information, data, analytics, know-how, APIs and feeds, tools, applications, research, works of authorship, content, security training materials, videos, campaign templates and creations, confidential information, feedback, and all enhancements, modifications, and updates thereto, and all other related proprietary information and any threat information received and related to its business operations and Solutions, subject to any Third Party Software licenses within the applicable Solution(s) (collectively, "**Alert Logic Property**"). "Third-Party Software", if applicable, means software products not developed by Alert Logic and/or its subsidiaries that Alert Logic may distribute to Client specifically for purposes related to this Agreement. All Third-Party Software shall be governed strictly and solely by such third-party's (i) clickwrap agreement, which requires Client to "Accept" and/or "Agree" before utilizing and/or installing such software; (ii) the terms and conditions referenced via a universal resource locator (URL) indicated on the applicable quotation; or (iii) terms and conditions contained within a text file (e.g. .txt), which accompanies the Third-Party Software.

Alert Logic Licenses. Subject to the terms of this Agreement, Alert Logic hereby grants Client and its Authorized Users a limited license during the license term set forth on an applicable Order Form: (a) to use, reproduce, and download the content of any delivered Solution reports, alerts, or feed data in connection with Client's internal business operations; (b) to use, copy, and distribute Solution provisioning and technical documentation ("**Documentation**") related to the applicable Solution to Client's employees and approved contractors in order to implement, monitor, and carry out its obligations under the terms of this Agreement, the Documentation and/or the applicable Order Form; (c) to access and use, in object code/executable form only, Alert Logic's application programming interfaces, web portals, and/or software as applicable to any of the Solutions. Client shall not take any action inconsistent with the rights reserved, and the license rights granted herein. Unless otherwise specified in the applicable Order Form, the license of a Solution and Documentation will be a limited, non-exclusive, non-transferable, non-assignable, and worldwide license for the Solution and limited further in scope and license metric in applicable Order Form. Client Confidential Information and Client Data. Client retains ownership of Client's Confidential Information and Client Data. "**Client Data**" means, excluding Alert Logic Property, all data unique to Client which is provided by Client to Alert Logic as part of licensed Solution and which is necessary for Alert Logic to perform its obligations under an applicable Order Form. Client hereby grants Alert Logic a license to use Client's Confidential Information and Client Data, as necessary to perform (or troubleshoot or improve) any of its Solutions.

4. Client Representations; Covenants; and Suspension.

Client General Representations. Client represents and warrants that it: (a) has all rights, consents, and authorizations necessary to provide all Client Data, information, and branding materials to Alert Logic for use in the provision of a Solution, and that such disclosures by Client and use by Alert Logic, if any, shall not violate any law or regulation of all applicable jurisdictions or any rights of third-parties; and (b) shall keep all employee and other Authorized User credentials confidential and not disclose any such credentials to any third party.

Excluded Data. Client acknowledges that Alert Logic does not require Excluded Data in order to provide the Solution. Client represents and warrants that: (a) it has not and will not transmit Excluded Data, or permit transmission of Excluded Data, to Alert Logic; and (b) to the best of its knowledge, Client Data does not and will not include Excluded Data. "**Excluded Data**" means: (1) ITAR (International Traffic in Arms Regulations) related data; (2) payment or financial data (including credit cards, debit cards, and bank account information) or data otherwise subject to the Gramm-Leach-Bliley Act or Payment Card Industry Data Security Standards; (3) "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996, as amended; (4) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); or (5) data that is not encrypted by Client in transit to Alert Logic.

Authorized Users. Client must not allow access to, or use of, a Solution by anyone other than Authorized Users or Authorized Devices. "**Authorized Users**" means Client's employees or approved contractors who are authorized by Client to access and use a licensed Solution and who have been supplied access credentials for such purpose, or by Authorized Devices, if Solution is provisioned to an Authorized Device. Client is responsible for its Authorized Users' access and use of a Solution and for their compliance with this Agreement. An "Authorized Device" means a server, partition, computer, or any other virtual or otherwise emulated hardware system controlled or owned by Client that meets the requirements for operation of a Solution as identified in the Documentation. Each Authorized Device, including its operating system, must be of a type on which a Solution is designed to be used. If a Solution license is subject to any quantity or Seat restrictions, Client is authorized to maintain a Solution on the number of Authorized Devices as set forth in the applicable Order Form.

Transfers. Transfers of Solutions are only permitted only when: (a) Client is in receipt of a prior written consent of Alert Logic, which may be withheld by Alert Logic in Alert Logic's sole discretion; (b) Client has paid any additional fee which Alert Logic may charge Client in Alert Logic's sole discretion; (c) Client transfers the most recent production release of the Solution, including any and all updates to the Solution; (d) the Solution is removed from the Authorized Device or from Authorized Users from which it is transferred, and (e) if applicable, Client is current on all of its Maintenance Fees.

Client Covenants. Client covenants that it will not: (a) license, sell, rent, lease, transfer, assign, distribute, time-share, or otherwise commercially exploit a Solution or make a Solution available to any third-party, other than to Authorized Users, or as otherwise contemplated by this Agreement; (b) use a Solution to collect, transmit, or process any material that is infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material that is harmful to children or violates third-party privacy rights; (c) attempt to gain unauthorized access to a Solution or its related systems or networks; (d) use or knowingly permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of a Solution or its related systems or networks; (e) access or use a Solution for the purpose of building a similar or competitive product or service; (f) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile a Solution or any part thereof or otherwise attempt to discover any source code, trade secrets, or modify a Solution; (g) use any Alert Logic Property in Client's marketing or press or online materials without express written consent from Alert Logic; (h) remove or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through a Solution; (i) upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Solution; (j) take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Solution; (k) access or use any other clients' or their users' data through the Solution;; or (l) use a Solution in any manner or for any purpose inconsistent with this Agreement including any Solution Specific Schedule.

Right of Suspension. Alert Logic reserves the right, in its sole discretion to immediately suspend or terminate Client's access to, or delivery of, a Solution (in whole, or in part, including by way of example, an individual Authorized User's account): (a) to any Client or Authorized User who is (or is believed to be) in violation of this Agreement; (b) to any Client or Authorized User who poses a threat to the security of Alert Logic or the operation of a Solution; (c) to any Client or Authorized User who exposes Alert Logic to potential damages; (d) to any Client or Authorized User who uses a Solution for product sales, marketing, product research and development, or product quality assurance purposes; or (e) if any undisputed amount owed by Client for a purchased Solution is ten (10) or more days overdue until such amounts are paid in full.

5. Solution Updates and Support.

5.1 This Agreement will apply to any updates, upgrades, enhancements, new modules, or offerings subsequently provided by Alert Logic to Client as part of any purchased Solution. Alert Logic shall decide the frequency and nature of the Solution updates and enhancements, if any. Client agrees to promptly install all enhancements and updates made available by Alert

Logic. Alert Logic shall provide Solution support in compliance with the applicable Documentation or Solution Specific Schedule which may be modified at any time by Alert Logic provided that such support levels are not degraded.

5.2 If Client purchased a perpetual license for a Solution and paid its annual Maintenance Fees, Client shall receive Maintenance Services for the duration of each Maintenance Period. If Client purchased a subscription license and paid its annual Subscription Fees, Client shall receive Maintenance Services as part of its subscription license for the duration of each Subscription Period. The initial Subscription Period or Maintenance Period shall commence and expire on the dates indicated on the Order Form. **Thereafter, the Subscription Period or Maintenance Period renews for successive twelve (12) month periods** unless Client provides written notice of its election to cancel the Maintenance Services at least sixty (60) days in advance of the renewal date. For subscription licenses, if Client fails to pay the Subscription Fees prior to the expiration date of the then-current Subscription Period, Alert Logic shall suspend Client's use of the subscription license and the accompanying Maintenance Services of a Solution. Client may reinstate the subscription license and accompanying Maintenance Services by paying a relicensing fee to be determined in Alert Logic's sole discretion. For perpetual licenses, if Client fails to pay the Maintenance Fees prior to the expiration date of the then-current Maintenance Period, Client shall continue to be permitted to utilize the version of a Solution for which it last paid the Maintenance Fees, but Alert Logic has no obligation and will terminate further Maintenance Services to Client. Alert Logic may condition any subsequent reinstatement of the Maintenance Services on payment of the back unpaid Maintenance Fees from the date that such Maintenance Services stopped through the then-current date and/or a relicensing fee to be determined in Alert Logic's sole discretion. Subscription Fees following the completion of each Subscription Period, or Maintenance Fees following the completion of each Maintenance Period are subject to change in Alert Logic's sole discretion.

6. Solution Limited Warranty and Disclaimer.

Limited Warranties. Alert Logic warrants that the Solution, excluding a Service, shall materially conform to its specifications as provided on a Solution Specific Schedule for a period of ninety (90) days commencing on the initial Solution license term specified on an Order Form and a Service will be performed in a good and workmanlike manner consistent with generally accepted industry standards for a period of ten (10) days unless set forth on the applicable Solution Specific Schedule. The warranty set forth in this Section 6 shall be void to the extent that a failure of the Solution to perform as warranted is caused by or results from: (a) modification of the Solution by anyone other than Alert Logic, or Alert Logic's authorized representatives; (b) combination, operation or use of a Solution with Client's or a third party's applications, software, protocol, algorithm, or systems, unless the foregoing were furnished by Alert Logic; (c) misuse, abuse, willful misconduct or negligence by anyone other than Alert Logic, or Alert Logic's authorized representatives; or (d) use of a Solution other than in accordance with the terms of this Agreement and/or a Solution Specific Schedule.

Limited Warranty Remedy. Client's sole and exclusive remedy and Alert Logic's entire liability for any breach of this Section 6 shall be for Alert Logic to reperform the Service or for Alert Logic to use commercially reasonable efforts to modify the Solution, unless otherwise as set forth on the applicable Solution Specific Schedule.

Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALERT LOGIC DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTIONS AND ALERT LOGIC HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY FORTH HEREIN, THE SOLUTIONS ARE PROVIDED ON AN AS IS BASIS AND ALERT LOGIC DOES NOT WARRANT THAT USE BY CLIENT WILL BE ERROR FREE, DEFECT FREE OR UNINTERRUPTED. Client understands that a Solution may be interrupted due to regular maintenance services, upgrades, emergency repairs, or failure of telecommunications links and/or equipment. Alert Logic shall not be responsible for delays in remediation caused by Client's failure to respond to requests by Alert Logic.

A Solution may enable Client to add or access links to websites and to access content, products, and services of third-parties, including users, advertisers, Affiliates and sponsors of such third-parties. Alert Logic is not responsible for any third-party website or third-party content provided on or through a Solution and Client bears all risks associated with the access and use of such websites and third-party content, products and services.

7. Confidentiality.

Confidential Information. "**Confidential Information**" means all non-public, confidential or proprietary information, in whatever form or medium, disclosed before, on or after the Effective Date, by one Party to the other Party or its Affiliates, or to any of such Party's or its Affiliates' employees, officers, directors, partners, members, shareholders, agents, attorneys,

accountants, contractors or advisors, and shall include, but not be limited to, Alert Logic Property, non-public Client Data, information relating to a Party's business concepts, non-public or personal information about customers, merchandising methods, ideas, processes, formulas, data programs, know-how, improvements, discoveries, business plans, financial information and compilations, developments, designs, inventions, techniques, marketing plans, strategies, forecasts, potential new product information, budgets, technology, projections, pricing strategies, costs, customer and supplier information, and all other information defined as a "trade secret" under the laws of the applicable jurisdictions. Confidential Information does not include any information that the receiving Party can establish: (a) was known to the receiving Party prior to receiving the same from the disclosing Party, free of any restrictions and in connection with this Agreement; (b) is independently developed by the receiving Party without reference to the other Party's Confidential Information; (c) is acquired by the receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving Party.

Confidential Information Protection Obligations. Each Party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other Party under this Agreement. The receiving Party will protect Confidential Information of the disclosing Party against any unauthorized use or disclosure to the same extent that the receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event less than a reasonable standard of care; provided that the Confidential Information of the disclosing Party is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the receiving Party or the receiving Party otherwise knows or has reason to know that the same is Confidential Information of the disclosing Party. The receiving Party will use any Confidential Information of the disclosing Party solely for the purposes for which it is provided by the disclosing Party. This paragraph will not be interpreted or construed to prohibit any use or disclosure of Confidential Information to the extent: (a) necessary or appropriate in connection with the receiving Party's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the Parties; or (b) required to be disclosed by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that if not prohibited from doing so, the receiving Party uses reasonable efforts to give the disclosing Party reasonable advance notice thereof (e.g., so as to afford the disclosing Party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure). Alert Logic and Client agree that upon the request of the disclosing Party, the receiving Party will: (x) promptly return to the disclosing Party or destroy all materials furnished by the disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the receiving Party, and provide written certification that all such Confidential Information has been returned to the disclosing Party, or (y) promptly destroy all materials furnished by the disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the receiving Party, and provide written certification that all such Confidential Information has been destroyed by the receiving Party, except copies stored for standard back up and retention or for legal purposes.

Equitable Remedy. Alert Logic and Client acknowledge and agree that the remedies available at law for any breach of this Agreement will, by their nature, be inadequate. Accordingly, each Party shall be entitled to seek injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

8. Audit; Cooperation.

Audit. Alert Logic shall have the right to perform, or engage an independent third party bound by a duty of confidentiality to perform, an audit in order to verify Client's compliance with this Agreement. The costs in connection with the audit will be borne by Alert Logic, unless the audit concludes that Client did not comply with this Agreement, in which case the costs will be borne by Client. The audit shall be conducted during Client's normal business hours and in such a manner as to avoid unreasonable interference with Client's business operations. Client will maintain records reasonably required to verify its compliance with this Agreement and provide to Alert Logic upon request.

Cooperation. Client must follow all reasonable instructions provided by Alert Logic in relation to Client's access or use of a Solution, including, but not limited to any Solution Specific Schedules, Documentation, operating manuals, and record keeping requirements. In addition, Client shall provide Alert Logic all necessary information regarding its access or use of a Solution as may be required by any regulator or Alert Logic in order to comply with applicable laws and regulations.

9. Term and Termination.

Term of this Agreement. Unless terminated sooner as provided in this Agreement, the initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date of this Agreement (the "**Initial Term**"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless either Party provides written notice to the other Party of its desire to avoid such automatic renewal at least sixty (60) days in advance of the conclusion of the immediately preceding term. To the extent a license term for a Solution has not expired or terminated under an Order Form prior to the expiration or termination of the Initial Term or any subsequent term (each, a "**Term**"), then the Term shall continue only with respect to such Solution until the license term for such Solution under such Order Form has been completed or the Order Form is terminated pursuant to the provisions of this Agreement. The Parties understand and agree that this Agreement shall automatically terminate six (6) months after the last Order Form then in effect expires or terminates.

Term of an Order Form. An Order Form shall provide the license term of the purchased Solution. If the initial term is not specified in the Order Form, the initial term will be deemed to have a duration of twelve (12) months. Upon expiration of the initial term, the term of the Order Form will automatically renew for additional successive terms of the same duration as the initial term (the "**Renewal Term**"), unless either Party gives the other Party written notice of non-renewal at least sixty (60) calendar days prior to the beginning of the Renewal Term. Such Renewal Terms will be under the terms and conditions of the initial term, unless Alert Logic has provided written notice to Client of any amended terms and conditions and/or a pricing increase at least sixty (60) calendar days prior to the beginning of the Renewal Term. In such an event, the amended terms and conditions and/or the pricing increase will apply to the Renewal Term.

Termination for Breach/Insolvency. Either Party may immediately terminate this Agreement or an Order Form for material breach of this Agreement by the other Party if such breach is not cured within thirty (30) days after written notice thereof. Either Party can terminate this Agreement immediately and without notice if a Party enters into compulsory or voluntary liquidation or is deemed unable to pay its debts as they fall due or convene a meeting of or enter into any composition with creditors or have an administrative receiver, receiver manager, or administrator appointed over all or some of the undertaking or assets or anything analogous to the events described occurs in any jurisdiction.

Consequences of Termination. Immediately upon termination of this Agreement or a particular Order Form: (a) the licenses granted to either Party shall immediately terminate; (b) upon written request, each Party shall destroy or return to the other Party any and all Confidential Information received from the other Party; and (c) Client shall cease to use the applicable Solution(s) and, if applicable, Alert Logic shall cease hosting and supporting the Solution(s) for Client. Upon termination or expiration of this Agreement or an Order Form, Alert Logic shall have no obligation to maintain or provide any applicable Client Data and will thereafter, unless legally prohibited, delete all applicable Client Data in its systems or otherwise in its possession or under its control.

10. Indemnification.

Alert Logic Indemnity. Alert Logic shall defend Client, and Client's Affiliates, and their respective officers and directors, employees and agents against any third-party claim that alleges that the use of a Solution as contemplated hereunder infringes any valid, issued United States patents or United States registered copyrights, and Alert Logic shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third-party or otherwise agreed to in settlement of such claim by Alert Logic.

If a Solution becomes, or in Alert Logic's opinion is likely to become, the subject of an infringement or misappropriation claim, Alert Logic may, at its option and expense, either (a) procure for Client the right to continue using the Solution; (b) replace or modify the Solution so that it becomes non-infringing; or (c) terminate Client's right to use the Solution and provide Client a refund or credit of the amounts actually paid by Client to Alert Logic or its designated Affiliate for the Solution less a reasonable allowance for the period of time Client has used the Solution. Alert Logic shall have no obligation with respect to any infringement or misappropriation claim based upon: (1) any use of the Solution not in accordance with this Agreement, an applicable Solution Specific Schedule, or for purposes not intended by Alert Logic; (2) any use of the Solution in combination with other products, equipment, software, or data not supplied by Alert Logic; (3) any use of any release or version of the Solution other than the most current release or version made available to Client; or (4) any modification of the Solution made by any person other than Alert Logic. This Section 10 states Alert Logic's entire liability and Client's sole and exclusive remedy for infringement and misappropriation claims and actions.

Client Indemnity. Client will defend Alert Logic, and Alert Logic's Affiliates, and their respective directors, officers, employees, agents, and Client's customers from and against any third-party claims arising out of or related to: (a) any Client Data posted, stored or otherwise transmitted on or through the Solution, including any claims that such content

violates the intellectual property, privacy or other rights of, or has otherwise harmed, a third-party; and (b) Client's unauthorized use of a Solution. Client shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third-party or otherwise agreed to in settlement of such claim by Client.

Process. Each Party's duties of indemnification under this Section 10 are conditioned on: (a) the indemnified Party giving the indemnifying Party prompt written notice of each third-party claim; (b) the indemnified Party providing its full cooperation in the defense of such third-party claim, if requested by the indemnifying Party and at the indemnifying Party's expense; and (c) the indemnified Party granting the indemnifying Party the sole authority to defend or settle the third-party claim. The indemnified Party may engage legal counsel to monitor, but not control, any such third-party claim at the indemnified Party's expense.

11. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE A SOLUTION, OR ANY MATERIALS CONTAINED IN OR ACCESSED THROUGH A SOLUTION, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY CLIENT ON ANY INFORMATION OBTAINED FROM ALERT LOGIC, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ALERT LOGIC'S RECORDS, PROGRAMS OR SERVICE, OR INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD PARTY HOSTING SERVICE PROVIDERS. IN NO EVENT SHALL ALERT LOGIC'S LIABILITY TO CLIENT AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CLIENT IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM.

12. Export Control and Government.

Export Control. Client acknowledges that the Solutions are subject to export control laws in the United States, the United Kingdom and elsewhere. Client shall comply with all applicable export laws, obtain all applicable export licenses, and will not export or re-export any part of a Solution to any country in violation of such restrictions. Client acknowledges that the Solutions licensed pursuant to this Agreement may also be subject to export controls applicable to cybersecurity items under the U.S. Export Administration Regulations ("**EAR**"). Client shall not use the Solution, or allow the same to be used, to affect the confidentiality, integrity, or availability of information or information systems, without authorization by the owner, operator, or administrator of the information system (including the information and processes within such systems). Client further represents and warrants that it will not export, re-export, or transfer (in country) the Solution and its components to be used to affect, without authorization, the confidentiality, integrity, or availability of information or information systems; nor does the Client know or have reason to know that the Solution and its components will be put to such use; nor is Client or its Authorized Users named on any U.S. government list of entities or persons prohibited from receiving exports. Without limiting the generality of the foregoing, Client shall not permit any third party to access or use the Solution in, or export the Solution to, a country subject to a United States embargo or in violation of a United States sanction.

The information provided within the Solutions is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Alert Logic to any registration requirement within such jurisdiction or country. Alert Logic reserves the right to limit the availability of the Solution or any portion of the Solution, to any person, geographic area, or jurisdiction, at any time and in Alert Logic's sole discretion.

Anti-Corruption Laws. Client represents and warrants that it has not taken, and will not take, any action that would cause Alert Logic, and its subsidiaries or Affiliates, to violate any anti-corruption law, including but not limited to the United States Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption laws.

Commercial Item. Client acknowledges that the Solutions are "**Commercial Item(s)**", as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions in this Agreement.

13. General Provisions.

The Parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint ventures, employer-employee, master-servant, or franchisor-franchisee between the Parties. This Agreement, together with each Solution Specific Schedule and Order Forms, contains the entire agreement of the Parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by an authorized representative of each Party. In the event of a conflict between the terms in an Order Form, a Solution Specific Schedule, and this Agreement, the following order of precedence shall control unless otherwise expressly provided in this Agreement: (a) the terms of the applicable Solution Specific Schedule, if any; (b) the terms of the Order Form; and (c) the terms of this Agreement. All additional and conflicting terms and conditions presented with or in any communication, including but not limited to Client's purchase orders ("P.O.") are hereby rejected and shall be deemed null and void. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Client may not assign or otherwise transfer any of its rights or obligations hereunder, by operation of law or otherwise, and any assignment or transfer is null and void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. Client agrees that Alert Logic may identify Client by name as a customer of Alert Logic on its website, in presentations, in customer lists, or other material that generally identify customers of Alert Logic. Except for the foregoing, Alert Logic shall not use Client's name or logo without Client's prior written permission. Client shall not use Alert Logic's name or logo without Alert Logic's prior written permission. Neither Party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than fees due hereunder) caused by reasons beyond its reasonable control, including acts of God, war, terrorism, pandemics, strikes, failure of suppliers, fires, floods, earthquakes or other force majeure events. All notices and other communications required or permitted under an Order Form or this Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, postage prepaid and return receipt requested; or sent via nationally recognized overnight service. Notices to Alert Logic shall be sent to 6010 West Spring Creek Pkwy, Plano, TX 75024, Attention: Legal, with a copy to: legal@levelblue.com. Notices to Client shall be sent to the address provided on the Order Form. The Parties may designate in writing to the other Party such other places for its receipt of notices in accordance with this Section. All notices shall be in English and shall be effective upon receipt. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflict of laws principles. Any action or proceeding seeking to enforce any provisions of, or based on any right or claim arising out of this Agreement will be brought against Alert Logic or Client in Hennepin County Circuit Court of the State of Minnesota or, subject to applicable jurisdictional requirements in the United States District Court of the District of Minnesota, and Alert Logic and Client consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. If this Agreement is translated into any language other than English, then the English language version shall prevail in the event of any conflicts in the documents. Translations are provided for convenience only. If you purchased through an Alert Logic Partner, there may be different or additional terms, and if there is a conflict, the Alert Logic Partner agreement will prevail.

ALERT LOGIC SOLUTION SPECIFIC SCHEDULE

1. The Alert Logic Solution.

1.1. Delivery of the Alert Logic Solution. For components of the Alert Logic Solution not requiring a physical Appliance, Alert Logic will provide a method for Client to activate the Alert Logic Solution. Alert Logic will ship physical Appliances, if any, to the address for Client on an Order Form. If Alert Logic provides a physical Appliance to Client, then Client acknowledges that title to such physical Appliance remains with Alert Logic. Alert Logic will identify any separate pricing, shipping, and insurance charges for an Appliance in an Order Form. Notwithstanding the foregoing, risk of loss passes upon shipment. Alert Logic hereby provides a limited warranty to Client that any physical Appliance delivered to Client will be free from defects in materials and workmanship for ninety (90) days following delivery, provided that such physical Appliance is subject to ordinary use and is used in accordance with the terms of the Agreement. The foregoing warranty does not cover the physical Appliance if it is damaged due to Client's improper use of such physical Appliance, including Client's negligence. If a physical Appliance fails to conform to this warranty, then Alert Logic's sole liability and Client's exclusive remedy is limited to repair or replacement at Alert Logic's discretion. Client must follow Alert Logic's instructions when returning a non-conforming Appliance. The above warranty is non-transferable and is only for Client. Notwithstanding the foregoing, Alert Logic does not make any warranty as to the continued availability of any replacement Appliance. Replacement of a physical Appliance may require Client to obtain a different model of an Appliance. Appliances may contain software packages licensed by third-parties, whether licensed on a proprietary or open source software basis (*e.g.*, the Linux operating system). These packages are not part of the Alert Logic Solution but may be required for the Alert Logic Solution to run and operate in Client's environment. For example, if Client uses a Linux-based operating system, Client may require a Linux-based Appliance. Client will comply with the terms of any such third-party or open source licenses.

1.2. Activation and Support.

(A) Provisioning. Client will: (1) ensure that Authorized Users who are knowledgeable regarding Client's information technology systems are available to assist Alert Logic in the provisioning of the Alert Logic Solution, and (2) that information provided to Alert Logic regarding Client's information technology systems is accurate and complete.

(B) Alert Logic Support. Client will provide Alert Logic reasonable access to knowledgeable personnel to answer questions or resolve problems reported by Client regarding the Alert Logic Solution.

(C) Updates, Version Support. To be eligible to receive Solution Services, Client must: (1) promptly implement all updates of the Alert Logic Solution provided by Alert Logic pursuant to Section 5 of the Agreement; and (2) maintain and run the Alert Logic Solution only on supported versions of applicable third-party hardware and software.

(D) Contact People. Client shall designate certain individuals (the "**Client Contacts**") within Client's organization to serve as contacts between Client and Alert Logic. Client shall keep Alert Logic informed as to any changes in the names and contact information for the Client Contacts. Client will cause the Client Contacts to be adequately trained on the Alert Logic Solution and select Client Contacts who possess the requisite technical expertise, training, and experience to assist in managing the Alert Logic Solution.

1.3. Beta Versions; Evaluation. If Client elects to receive an early adoption or beta version(s) of an Alert Logic Solution, as determined by Alert Logic in its sole discretion ("**Beta Versions**"), then Client acknowledges that such Beta Versions are pre-release versions of the Solution and may contain material errors, bugs, or other defects. Alert Logic, may, in its sole discretion, determine the length and scope of use of any evaluation of an Alert Logic Solution or use of a Beta Version, and whether to offer updates for an evaluation or a Beta Version.

DISCLAIMERS. DURING CLIENT'S EVALUATION, OR DURING CLIENT'S USE OF A BETA VERSION, THE ALERT LOGIC SOLUTION IS OFFERED ON AN "AS IS" BASIS. ALERT LOGIC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ALERT LOGIC WILL NOT BE LIABLE FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) LOSS OF REVENUES OR PROFITS; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA; (D) LOST USE OF THE ALERT LOGIC SOLUTION OR ONE OR MORE NETWORKS, OR RECOVERY OF THE FOREGOING; OR (E) BUSINESS DOWNTIME OR BUSINESS INTERRUPTION. IN NO EVENT WILL ALERT LOGIC'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED US $100. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED, THE LIABILITY OF ALERT LOGIC WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

2. Data.

2.1. Excluded Data. Client acknowledges that Alert Logic does not interpret or segment data based upon its contents as a component of the Alert Logic Solution. Client must inform Alert Logic of any Excluded Data within Client Data promptly after discovery and take all necessary action to cease the transmission of Excluded Data. Alert Logic may permanently erase any Excluded Data without further notice to Client and reserves the right to charge Client for such erasure at its then-current professional services rate.

2.2. Erasure. Subject to Alert Logic's data retention policies or procedures, Alert Logic may permanently erase Client Data and any other data created through Client's use of the Alert Logic Solution, if Client's account is delinquent, suspended, or terminated for 30 days or more, without limiting Alert Logic's other rights or remedies.

3. Overages. Unless otherwise set forth on an Order Form, Client will be billed for the quantity of Nodes and log data usage as set forth on the Order Form (the "**Entitlement**") upon the Service Commencement Date, or for a Renewal Subscription, pursuant to Section 9 of the Agreement. In the event Client exceeds its Entitlement during a Subscription Term, it shall have 30 days from notice by Alert Logic (the "**Usage Grace Period**") to bring its usage within its Entitlement before incurring fees for such excess usage (the "**Overage Fees**"). If Client fails to bring its usage within its Entitlement on or before the expiration of the Usage Grace Period, then: (a) Client's Entitlement shall automatically be upgraded to an entitlement tier based on its excess usage ("**Upgraded Entitlement**") for the remainder of its then-current Subscription Term; and (b) Client shall be responsible for paying Overage Fees calculated from the first day of the month the excess usage occurred. The Entitlement on the Order Form shall be revised to reflect the Upgraded Entitlement and applicable Fees and, unless otherwise stated on the Order Form, the Upgraded Entitlement shall remain in effect for subsequent Renewal Subscriptions; provided that if Client exceeds its Upgraded Entitlement during a Renewal Subscription, this Section 3 shall apply to such excess usage, which may result in an additional upgrade to Client's entitlement tier. Overage Fees incurred will be billed in arrears and Fees for the Upgraded Entitlement shall be billed upfront for the remainder of the then-current Subscription Term on or about the first of the month following the expiration of the Usage Grace Period. The Fees for the Upgraded Entitlement for Subscription Term(s) will be invoiced as set forth in the Agreement and/or Order Form. If the Order Form does not specify the rates for excess usage or the Fees for the Upgraded Entitlement, the per-unit rate for the excess usage of the Alert Logic Solution and the Fees for the Upgraded Entitlement will be equal to the respective then-current list price for each. Upon Alert Logic's reasonable request, Client will allow Alert Logic and/or its agents or representatives to review Client's relevant records and speak with Client's relevant personnel to assess Client's compliance with the terms of the Agreement.

4. Alert Logic may modify the Agreement, this Solution Specific Schedule, the Alert Logic Documentation(s) and/or the Alert Logic SLA by: (a) posting the amended versions of such terms on the applicable URL along with a "***Last Updated Date***" pertaining to such documents; or (b) notifying Customer via in-product messaging or via email. The effective date of the modified terms will be specified on the URL or in the email or in-product message. Customer must notify Alert Logic within thirty (30) days after the effective date of the change of its rejection of such change. If Customer notifies Alert Logic of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Term. However, notwithstanding such rejection, any subsequent renewal of the Term will be renewed under the then-current Agreement, Alert Logic's Alert Logic Solution Specific Schedule, Alert Logic Documentation(s) and the Alert Logic SLA, unless otherwise agreed to in writing by the Parties.

DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting interests of the applicable entity.

"**Appliance**" means any virtual or physical appliance made available to Client under the Agreement.

"**Cloud Software**" means such elements of the Alert Logic Solution as are hosted by or on behalf of Alert Logic on its servers or networks, and which may include APIs, tools, and other remotely hosted services.

"**Effective Date**" has the meaning set forth in the Agreement and includes "(iv) when Alert Logic initiates deployment of the Alert Logic Solution."

"**Excluded Data**" has the meaning set forth in the Agreement and also includes, for purposes of the Alert Logic Solution, "Personal Data" (as that term is defined under any applicable data privacy or data protection regulation) that is not encrypted in transit and at rest by Client except for Required Personal Data.

"**Alert Logic Property**" has the meaning set forth in the Agreement and includes Platform Data.

"**Node**" means any instances, agents, devices or IP addresses identified or observed by Alert Logic, including during discovery scans.

"**Platform Data**" means information or data that is derived by or through the Alert Logic Solution from processing Client Data but is sufficiently distinct from Client Data so that such data cannot be reasonably reverse engineered from the Client Data. Platform Data may include anonymized, pseudoanonymized, or de-identified data.

"**Required Personal Data**" means the following Personal Data that is specifically requested and required by Alert Logic in order to perform its obligations under the Agreement including: (a) IP addresses; (b) User IDs or hostnames; or (c) Client Contact information under Section 1.2 of this Alert Logic Solution Specific Schedule.

"**Service Commencement Date**" if the Effective Date of the Order Form is on or before the 15th day of the applicable calendar month, then the Service Commencement Date means the first day of the subsequent calendar month. If the Effective Date of the Order Form is after the 15th day of the applicable calendar month, then the Service Commencement Date means the first day of the second subsequent calendar month.

"**SLA**" means the Alert Logic Solution service level agreement, which may be requested.

"**Alert Logic Solution**" means the cybersecurity solution identified in one or more Order Form, which may consist of Appliances, Client Downloaded Alert Logic Software, Cloud Software, and Solution Services.

"**Solution Services**" means those services provided by Alert Logic as part of the Alert Logic Solution relating to: (A) implementation, installation, and configuration of the Alert Logic Solution; and/or (B) the detection of certain threats by Alert Logic's security operations center.

"**Client Data**" has the definition set forth in the Agreement but excludes Platform Data, and for purposes of Section 7 of the Agreement, excludes Excluded Data.

"**Client Downloaded Alert Logic Software**" means such elements, agents, or virtual appliances of the Alert Logic Solution as Client is to run on its computers, servers, and endpoints.