

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, COMPANY will provide a method for Client to activate the Alert Logic Solution. COMPANY will ship physical Appliances, if any, to the address for Client on an Order Form. If COMPANY provides a physical Appliance to Client, then Client acknowledges that title to such physical Appliance remains with COMPANY. COMPANY 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. COMPANY 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 COMPANY's sole liability and Client's exclusive remedy is limited to repair or replacement at COMPANY's discretion. Client must follow COMPANY's instructions when returning a non-conforming Appliance. The above warranty is non-transferable and is only for Client. Notwithstanding the foregoing, COMPANY 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 COMPANY the provisioning of the Alert Logic Solution, and (2) that information provided to COMPANY regarding Client's information technology systems is accurate and complete.
- (B) COMPANY Support. Client will provide COMPANY 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 COMPANY 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 COMPANY. Client shall keep COMPANY 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 such as determined by COMPANY 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. COMPANY, 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. FORTRA 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. FORTRA 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 FORTRA'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 FORTRA WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

2. Data.

2.1. Excluded Data. Client acknowledges that COMPANY does not interpret or segment data based upon its contents as a component of the Alert Logic Solution. Client must inform COMPANY of any Excluded Data within Client Data promptly after discovery and take all necessary action to cease the transmission of Excluded Data. COMPANY 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 COMPANY' data retention policies or procedures, COMPANY 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 COMPANY' other rights or remedies.
3. **Overages.** Unless otherwise set forth on an Order Form, COMPANY will bill Client 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 COMPANY (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 COMPANY' reasonable request, Client will allow COMPANY 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. COMPANY 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 COMPANY within thirty (30) days after the effective date of the change of its rejection of such change. If Customer notifies COMPANY 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, COMPANY'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

"**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 COMPANY 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 COMPANY 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.

"**COMPANY 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 COMPANY, 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 COMPANY 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 COMPANY 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 COMPANY' 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.