

## Exhibit C

### Support

- 1. Support.** If Customer purchases a Support Plan, SIEMonster will provide the Software Maintenance and technical assistance in accordance with this Exhibit C and the Support Policies published on SIEMonster’s website or customer portal. Implementation assistance and customizations are not included as part of Support but may be available for an additional fee as part of Professional Services. SIEMonster is not required to provide Support, and this Exhibit C, Support, does not apply unless Customer purchases a Support Plan. The term “**Enhancement**” means enhancements to features that are included as part of a Software release, and does not include new features or functionality that is part of a new major version release. “**Updates**” are error corrections and bug fixes.
- 2. Software Maintenance.** SIEMonster will provide Customer with those Software Updates and Enhancements created by SIEMonster for general release, to include extensions, modifications, drivers, service packs, service releases, application program plug-ins, applets and adaptors.
- 3. Technical Assistance.** SIEMonster will respond to requests for assistance and software corrections in accordance with its Support Policies. Customer’s representatives who request technical assistance must be reasonably proficient in the use of the SIEMonster Technology.
- 4. All Licenses Must Be Supported at the Same Level.** If Customer purchases Support in connection with any Software license it must purchase Support at that level for all licenses. If Customer adds licenses during an annual Support period, Customer must purchase additional Support entitlements to cover the additional licenses. If Customer wishes to purchase Support after a lapse, it must purchase Support covering the lapsed period as well as the new term.
- 5. Term, Renewals.** The initial Support term is stated in the Order, or if no term is stated is one (1) year beginning on the delivery date of the Software license. On expiration of the initial term, Support will renew for consecutive renewal terms of one (1) year each unless Customer or SIEMonster has given a notice of non-renewal at least thirty (30) days prior to expiration of the initial term or then-current renewal term.
- 6. Fees.** Support fees are non-refundable except as expressly provided in the Agreement. SIEMonster may increase the annual fee for Support renewal by giving notice of the increase at least thirty (30) days prior to the first day of the renewal term. If Customer requests assistance that is outside of ordinary Support, SIEMonster may charge additional fees at its then-current time and materials rate, provided that it advises Customer in advance that the assistance will incur an additional charge.
- 7. Support Tools.** Customer is not required to permit SIEMonster to use any remote access Support tools, but acknowledges that a refusal will delay or impair the effectiveness of the Support.
- 8. Software Support Warranty.** SIEMonster warrants that it will provide Support in a professional manner using personnel who have appropriate education, experience, and skill. If SIEMonster fails to meet this warranty, it will correct or re-perform the deficient Support. If SIEMonster is not able to correct or re-perform the

deficient Support, and the failure materially and adversely impacts Customer's use of the Software, then Customer may return the Product that includes the as Customer's **sole and exclusive remedy** Customer may terminate the Support Plan and receive a refund of any unused pre-paid fees for that Support Plan. In addition, if SIEMonster's failure to meet the Support warranty materially impairs the use of the Software or results in a material security vulnerability, Customer may terminate the Product license covered by the Support Plan and receive a refund of any prepaid, unused license fees (which for a perpetual license shall be based on an assumed thirty six (36) month license life) as well as any prepaid, unused fees for related hosting services if the Software Product is a Hosted Software Service. To be eligible for a refund of fees described in this Subsection Customer must: (i) give SIEMonster notice describing the warranty breach in reasonable detail within thirty (30) days of the breach; (ii) cooperate with any requests for information and cooperation by SIEMonster to diagnose the issue, including any effort to reproduce a Software failure; and (iii) give SIEMonster a reasonable period of at least thirty (30) days to correct or re-perform the deficient Support.

## **9. Support Exclusions.**

SIEMonster has no obligation to provide Support for custom software or configurations unless otherwise agreed in an Order for Professional Services. SIEMonster is not obligated to provide Support where the request is the result of any of the following (the "Support Exclusions"), but may do so, at its option, and for an additional fee as provided in Section 6 (Fees) of this Exhibit C: (i) failure to implement all maintenance releases provided by SIEMonster; (ii) failure to use the Software in accordance with the applicable terms of the Agreement, the Documentation or reasonable instructions provided by SIEMonster, (iii) damages to the machine on which the Software is installed, (iv) use of Third Party Technology that is not part of the Software provided to Customer by SIEMonster, or (v) alterations of the Software or Hosted Software Services environment by anyone other than SIEMonster. Any SIEMonster Support provided in connection with a Support Exclusion is provided **AS IS**. In addition to its other remedies stated in the body of the MPA or Order, SIEMonster may suspend Support during any period that the fees for Support are overdue.

**10. Changes to Support.** SIEMonster may modify its support policies at any time, provided that: (i) SIEMonster will not materially diminish Support agreed as part of a Support Plan during the term of the Support Plan, and (ii) SIEMonster shall give notice of a diminishment of Support at least thirty (30) days prior to the renewal date for a Support Plan.

**11. Lifecycle.** SIEMonster may release new versions of the Software at any time. SIEMonster's support commitments under this Exhibit cover the version of the Software that is current on the date of Product purchase and subsequent versions provided to Customer as part of Support until the later of (i) the release of a second subsequent major version, or (ii) one year from the release of the major version of which that version is a part. *For example, if the version of the Software that is current as of the date of Product purchase is version 4.5, SIEMonster's support commitments under this Exhibit shall continue until the later to occur of the release of version 6, or one year from the release of version 4.*