

SIEMONSTER END CUSTOMER AGREEMENT

This SIEMonster End Customer Agreement (this “**Agreement**”) is between SIEMonster, Inc., a Delaware corporation having an office at 101 California Street, Suite 2710, San Francisco, CA 94111 (“**SIEMonster**”) and the end customer (“**Customer**”) that purchases a SIEMonster Product from a SIEMonster reseller (“**Reseller**”).

This Agreement consists of the general terms stated in the main body of the agreement that are applicable to all of SIEMonster’s products and services (“**General Terms**”) and Exhibits stating terms applicable to specific products or services (“**Product Specific Terms**”), as follows:

Exhibit A:	Stand Alone Software
Exhibit B:	Hosted Software Services
Exhibit C:	Support
Exhibit D:	Professional Services

Exhibits C and D apply only if Customer purchases SIEMonster-provided support or professional services; they do not apply to support or professional services to be provided by the Reseller.

SIEMonster may modify this Agreement at any time, but changes are not effective as to Orders entered into prior to the change until the Order renews.

GENERAL TERMS

1. AGREEMENT

This Agreement is a direct agreement between Customer and SIEMonster and is applicable to the Customer’s use of the SIEMonster Products in addition to any agreement between Customer and Reseller. Customer is not authorized to use the SIEMonster products except on the terms, conditions and restrictions stated in this Agreement. If there is a conflict between the terms of this Agreement and any agreement between the Reseller and Customer, this Agreement controls as to the SIEMonster Products.

2. DEFINED TERMS

The following words, when capitalized, have the meaning stated:

Affiliate means an individual or entity that controls, is controlled by, or is under common control with the person referred to, where control means ownership of the majority of voting interests of an entity or the right to control the policies of the entity by means of a controlling number of seats on the entity’s governing body or other means.

Agreement means this SIEMonster End Customer Agreement;

Authorized Users has the meaning given in Section 9.4 (Authorized Users);

Business Day means Monday through Friday 9:00 a.m. – 5:00 p.m. United States Eastern Time, excluding federal public holidays in the United States;

Confidential Information means any non-public information that a party (the “recipient”) receives from or learns about the other party (the “discloser”) as a result of activities contemplated by the Agreement that the recipient should reasonably understand to be confidential, given the nature of the information or the circumstances of its disclosure, but not including any information that is developed by the recipient independently and without reference to the discloser’s Confidential Information, or information that is or becomes available to recipient from a source other than discloser so long as the source did not, to recipient’s knowledge, acquire the information as a result of a violation of a duty of confidentiality to discloser;

Customer Information means all data or information that is processed by Customer using the Software or that is processed by SIEMonster as part of providing Services, including Personal Data, but does not include data or information generated by Customer’s use of the Products, such as navigation paths, workflows used, number and size of records, page load times, and reporting frequency;

Documentation means the general release version of the user and administrator materials and information describing the general release Software and Services. The term “Documentation” does not include any FAQ, Whitepapers, or marketing materials;

Enhancement has the meaning given in Exhibit D, Support Terms;

Hosted Software Services means SIEMonster’s provision of remote access via the Internet to the Software, and Support;

Maintenance means Updates and Enhancements to the Software provided to Customer as part of a Support Plan;

Malware means viruses, spyware, adware, or other unauthorized code or information that is designed to interrupt the normal use of the Software or the systems on which any part of the Software is installed, destroy or corrupt any data, or covertly transmit information regarding Customer or the Users to a third party;

Open Source Software License means a software license that requires the licensee to make software code available in source or other modifiable form in connection with the distribution of executable software, or that prohibits or limits the charging of license fees;

Order means the ordering document between Customer and Reseller to the extent fulfilled by SIEMonster;

Personal Data means any information about an identified or identifiable natural person that is transmitted to, stored, or otherwise processed by SIEMonster as part of providing Services;

Professional Services means implementation assistance, custom configuration, and other services that are not included as part of a Support Plan and are covered by a Statement of Work;

Product means, collectively, the Software licenses and Services offered by SIEMonster on a general release basis, and purchased by Customer from the Reseller;

Service or Services means, collectively, Support, Hosted Software Services, Professional Services, and any other services provided by SIEMonster to Customer related to the subject matter of the Agreement;

Software means the SIEMonster software (stand alone, or provided for use as a Hosted Software Service) that is provided for Customer's use as part of the Product purchased from a Reseller, and related Documentation, but excluding any Third Party Technology as defined below. For clarity, the term "Software" includes all of the following made available to Customer by SIEMonster as part of a SIEMonster Support Plan or Reseller support, or otherwise: (i) Updates, Enhancements, and other modifications; (ii) any application programming interface ("API") or other management portal, dashboard, or other interface; (iii) any online portal for the management of Customer's account; and (iv) any analytics or other tools provided by SIEMonster for use with the Software or Services;

Support means technical assistance and Maintenance provided pursuant to Exhibit D, Support Terms;

Support Plan means a defined set of SIEMonster Support commitments for a defined period that is available for purchase;

SIEMonster Technology means: (i) the Software and any other software, hardware, services, and all related interfaces, portals, tools, and other information, materials, and content that SIEMonster provides for Customer's use as part of the Products or that SIEMonster uses to provide the Products, (ii) all related documentation, (ii) all modifications to or derivative works of any of the foregoing, and (iv) all intellectual or industrial property rights embodied by or related to any of the foregoing;

Term means the initial term and each renewal term, collectively, of the Customer's Order with Reseller;

Third Party Technology means software or other technology that Customer licenses directly from the third-party licensor for use with the Products provided by SIEMonster, including software provided by SIEMonster that is covered by an Open Source Software License.

Unsupported has the meaning given in Section 5 (Unsupported Software and Services); and

Update has the meaning given in Exhibit D, Support Terms.

3. PRODUCTS

3.1 General Software License Terms. The executable version of the Software is licensed to Customer on a non-exclusive basis. The Software is licensed solely for Customer's use in supporting its own operations or those of its affiliates. The Software is licensed for a limited term unless the applicable Order expressly states that the license is "perpetual." The term of each license is stated in the Order or, if no term is stated, is one month. The license may not be transferred or assigned except as part of an assignment of the Agreement that is permitted by Section 19 (Assignment, Subcontractors). Customer may permit the use of the Software only by individuals who are Authorized Users and may not otherwise sublicense or permit the use of the Software by any other individuals. Unless stated in the Product Specific Terms or the Order, the license is worldwide, subject to applicable export law. The license is subject to the following conditions and restrictions:

- (i) **Fee Metric.** Customer may not use or permit the use of the Products in excess of the applicable licensing metric established in the Order;
- (ii) **High Risk Use.** Customer may not use the SIEMonster Technology in any situation where failure or fault of the SIEMonster Technology could lead to death or serious bodily injury of any person or damage to tangible property or environmental damage;
- (iii) **Reverse Engineering.** Customer may not reverse engineer, disassemble, or decompile the SIEMonster Technology or attempt to discover any underlying algorithm or method embodied by the SIEMonster Technology except to the extent applicable law permits such activity notwithstanding this limitation, and then only on advance written notice to SIEMonster of at least thirty (30) days;
- (iv) **Modifications.** Except as expressly authorized under a separate written agreement, Customer may not modify the SIEMonster Technology, combine the SIEMonster Technology with other software, or create any derivative works of the SIEMonster Technology;
- (v) **Competing Services.** Customer may not use, and may not permit any person to use, the SIEMonster Technology for the purpose of developing a competing software program or service; and
- (vi) **Performance Analysis.** Customer may not publish any benchmarking results or other performance analysis of the SIEMonster Technology;

Provided, however, that if there is a conflict between the terms of an applicable Open Source Software License and these license terms, restrictions, and conditions, the Open Source Software License controls to the extent of the conflict.

3.3 Product Specific Software License Terms. The Software license is subject to additional conditions and restrictions stated in Exhibit A (Stand Alone Software) or Exhibit B (Hosted Software Services), as applicable.

3.4 Support. If Customer purchases a SIEMonster Support Plan, SIEMonster shall provide Support for the Software as described in Exhibit C (Support) and the applicable Order.

3.5 Professional Services. If Customer and SIEMonster enter into an Statement of Work for Professional Services to be provided by SIEMonster, SIEMonster shall provide the Professional Services as described in the Statement or Work and Exhibit D (Professional Services).

3.7 Open Source Software and Other Third-Party Technology. SIEMonster's Products are designed to facilitate Customer's integrated management of data generated by Third-Party Technologies, including software under an Open Source Software License that is distributed by SIEMonster with the Software. SIEMonster will provide information regarding software covered by an Open Source Software License that it distributes with the Software on the SIEMonster website, in the "readme" or other files distributed with the Software, or other customary

location. SEIMonster does not endorse or recommend any Third-Party Technology, and Customer is responsible for investigating the quality and suitability of Third-Party Technologies that Customer elects to use. Customer's use of Third-Party Technology is subject to the Open Source Software License or other legal agreement between Customer and the third party. Customer covenants, represents and warrants to SIEMonster that Customer will comply with the terms of the Open Source Software Licenses, as applicable to Customer. Customer represents and warrants to SEIMonster that Customer has the necessary rights and licenses from the provider of any Third-Party Technologies that it elects to use with the SIEMonster Products. SIEMonster makes no representation or warranty whatsoever regarding the Third-Party Technology and, as between Customer and SIEMonster, the Third-Party Technology is provided **AS IS**.

3.8 Integration Features. SIEMonster provides integration features for Third-Party Technologies as part of the SIEMonster Service. Customer acknowledges that SIEMonster's integration features may be unavailable or may not work properly if the service provider's API is unavailable or if the service provider modifies its API, technology, or services in a way that impacts the SIEMonster integration feature. SIEMonster will use commercially reasonable efforts to modify its integration features to maintain compatibility with Third-Party Technology, but may discontinue an integration feature without liability to Customer if there is a change in the Third-Party Technology that creates an unreasonable cost or operational burden to SIEMonster. Customer's obligations under the Agreement, for fees and otherwise, are not conditioned on the continued availability of any integration features.

4. WARRANTIES

4.1 Product Specific Warranties. SIEMonster's warranties for Stand Alone Software, Hosted Services, Support and Professional Services are stated in the applicable Product Specific Terms.

4.2 General Warranties. In addition to the warranties stated in the Product Specific Terms, SIEMonster makes the following warranties:

4.2.1 Malware. The Software will not include any Malware on delivery. If SIEMonster provides Services, SIEMonster shall use reasonable commercial efforts to avoid introducing Malware to the Software or the systems on which the Software is installed. SIEMonster's specific safeguards regarding Malware are described in its Security Materials to be provided to Customer on request as described in Section 7 (Security).

4.2.2 Infringement. Customer's use of the Software and Services as permitted by the Agreement will not infringe on any third- party patents, copyrights, trademark, trade secrets or other intellectual property right of a third person, provided that Customer's sole and exclusive remedies for a breach of this warranty are stated in Section 16 (Indemnification) below.

4.2.3 Open Source Software. Customer's use of the Software as permitted by the Agreement, as delivered and without modification, will not result in the licensing of any Customer software under an Open Source Software License unless otherwise expressly and conspicuously agreed in an Order for Professional Services.

5. UNSUPPORTED SOFTWARE AND SERVICES

If Customer asks SIEMonster to provide a non-standard configuration or implementation of Software or Services, SIEMonster may refuse, or may designate the non-standard Software or Services as “non-standard”, “reasonable endeavors,” “unsupported,” “best efforts,” or with like designation in the Order, support ticket or other agreement or correspondence (collectively “**Unsupported**” Software or Services). Unsupported Software and Services are not covered by warranties, service level agreements, security commitments, maintenance or support commitments, or indemnities, and may not be used to process or store Personal Data. If Customer requests assistance with Unsupported Software or Services, SIEMonster will provide good faith technical assistance using its available personnel who have generalized skill and training in information technology systems. Otherwise Unsupported Software or Services are provided **AS IS** and **AS AVAILABLE** with no representation or warranty whatsoever. SIEMonster is not responsible to Customer for any loss or damage arising from the provision of Unsupported Software or Services.

6. THIRD-PARTY TECHNOLOGY

6.1 Disclaimers. Except as expressly stated otherwise as part of a Support Plan, Third Party Technology is not “Software” or “Services” under the terms of this Agreement and is Unsupported as provided in Section 5 (*Unsupported Software and Services*), even if SIEMonster purchases a license or subscription for Third Party Technology on your behalf. SIEMonster may provide limited technical assistance in connection with the interoperation of Third-Party Technology with its Software and Services, but the assistance is provided **AS IS** and **AS AVAILABLE**, and SIEMonster makes no commitment whatsoever with respect to the Third-Party Technology.

6.2 Customer Provided Licenses. If Customer provides any Third Party Technology to SIEMonster for use in connection with the Software or Services, Customer represents and warrants to SIEMonster that it has the licenses and other authorizations from the third party that are necessary for the use contemplated by the Agreement. On SIEMonster’s request, Customer will provide reasonable evidence of its compliance with this Subsection. Customer authorizes SIEMonster to cooperate with any reasonable request from the third party for information regarding Customer’s compliance with the third party’s license or other terms and conditions covering Third Party Technology.

6.3 Referrals to Third Party Service Providers. As a convenience to Customer, SIEMonster may identify unaffiliated third parties who perform technology management, migration, or other services useful to Customer. SIEMonster does not endorse any third party, and **makes no representation or warranty whatsoever regarding third parties it identifies for Customer’s consideration.** Customer are responsible for investigating the third party’s qualifications and skills.

7. SECURITY

On request, SIEMonster will make available to Customer its materials documenting SIEMonster’s security safeguards (the “**Security Materials**”). Customer acknowledges that the Security Materials are sensitive Confidential Information of SIEMonster and may be viewed and distributed only within Customer’s organization on a need-to-know basis. Customer acknowledges that SIEMonster is not responsible for any loss or harm suffered by Customer or a User resulting from a security incident except to the extent the security incident results from SIEMonster’s failure to comply with the safeguards described in the Security Materials. Customer is responsible

for determining if SIEMonster’s safeguards meet regulatory standards applicable to Customer and otherwise comply with Customer’s security requirements.

8. PRIVACY

Personal Data is Customer “Confidential Information” covered by the SIEMonster commitments stated in Section 12 (Confidential Information). SIEMonster makes the following additional commitments regarding Personal Data: (i) SIEMonster will provide Customer with access to the Personal Data as necessary for Customer to comply with applicable legal requirements for access, destruction, or modification of the Personal Data at the request a data subject; and (ii) SIEMonster will notify Customer in writing without undue delay if it discovers that any Personal Data has been accessed, used, disclosed, destroyed, or corrupted other than as permitted by the Agreement, will provide all information reasonably available to it regarding the reported event, will cooperate with Customer’s reasonable requests to mitigate and remediate the event.

Customer acknowledges and agrees that SIEMonster Affiliates and subcontractors may be based outside of the geographic jurisdiction in which Customer has chosen to store Customer Personal Data and if legally required the parties will enter into good faith negotiations of such agreements as are necessary for the transfer of the Personal Data across national borders.

9. CUSTOMER OBLIGATIONS

9.1 Security. Customer must use reasonable security precautions in connection with Customer’s use of the Products, such as requiring Customer’s Authorized Users to establish reasonably secure passwords and using commercially reasonable efforts to protect Customer systems and data from malware and other threats. Customer agree that Customer is responsible under the Agreement for any unauthorized use of the Services resulting from Customer’s failure to use reasonable security precautions.

9.2 Use. The Products are designed for use by information technology security professionals and are highly configurable. Customer must appoint individuals to configure the Products who have appropriate training, skill, and experience, and are authorized to make decisions for Customer in regarding to security management. SIEMonster is not responsible for a failure to discover or properly manage security events except to the limited extent a configuration executed by Customer in accordance with the Documentation does not function in accordance with the Documentation.

9.3 Compliance with Law. Customer must use all SIEMonster Technology in compliance with applicable law, including the laws described in the Subsections 9.3.1 and 9.3.2 below.

9.3.1 Privacy Laws. Customer represents and warrants that its use and disclosure of the Customer Information to SIEMonster and SIEMonster’s authorized use and disclosure of the Customer Information as necessary to provide the Products, does not infringe or violate the intellectual property rights or other legal rights of any third party, such as rights of publicity or the privacy of data subjects under applicable data protection laws. Specifically, but without limitation, Customer represents and warrants that it, where required by applicable law, has obtained consent from the data subjects for SIEMonster’s use and disclosure of Customer’s Personal Data as required or permitted by this Agreement.

9.3.2 Export Laws. Customer may not permit any person to access or use the SIEMonster Technology in a U.S.-embargoed country or in violation of any U.S. export law or regulation, or in a manner that causes SIEMonster to be in violation of U.S. export laws, even if the use is permitted by the laws applicable to Customer or Users. For example: (i) Customer may not authorize any person to use or access the SIEMonster Technology if that person is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC), or is located in or is a national of any country that is embargoed under United States export laws; (ii) Customer may not use or permit the use of any SIEMonster Technology to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State; and (iii) Customer may not permit the use of the SIEMonster Technology by any person who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems. Each party represents that it is not on any restricted persons list maintained by the U.S., Canada, or any member of the European Union.

9.4 Authorized Users. Customer may authorize as Product users any of the following: (i) Customer's employees and individual contractors, (ii) the employees and individual contractors of Customer's Affiliates, and (iii) the employees and individual contractors of any Customer contractor retained by Customer to provide support for Customer's internal business operations (each an "**Authorized User**"). Customer is solely responsible for deactivating or updating user permissions and authentication credentials for Customer's account, such as on the termination of employment of an Authorized User. Customer authorizes SIEMonster to act on the instructions of a user who authenticates using active account credentials that Customer or an Authorized User has established.

10. RIGHTS IN DATA, INTELLECTUAL PROPERTY

10.1 Customer Information. Customer retains all right, title, and interest in and to the Customer Information and all related intellectual property rights, including the content of reports and other output generated by Customer by using the Software or the Services, and any modifications to the Customer Information that result from the use of the Software or Services. SIEMonster may use and disclose Customer Information only as follows: (i) to provide the Products in accordance with the Agreement, (ii) for the purpose of improving its products and services, but only in a form that has been aggregated or de-identified so that it cannot be identified to any individual and, if disclosed to third party, cannot be identified to Customer, (iii) to assist Customer in responding to security events; (iv) to notify appropriate industry organizations of a security risk, provided that it notifies Customer of any use under this sub-part that may identify an individual or Customer and it complies with Customer's reasonable requests to limit or control further disclosure, or (v) as otherwise expressly provided in the Agreement, such as in Section 12 (*Confidential Information*).

10.2 SIEMonster IP. Except for any deliverables expressly identified in an SOW for Professional Services as "Customer-Owned Deliverables," SIEMonster retains all right, title, and interest in and to the SIEMonster Technology whether existing prior to the date of the Agreement, or conceived, discovered, developed, authored, reduced to practice, or otherwise created as part of providing the Software, Services, or other Products. Customer shall not, and shall not authorize any person to, remove any copyright, patent, trademark or other proprietary rights notices that appear on or with the SIEMonster Technology.

10.3 Feedback. Customer hereby licenses to SIEMonster any feedback or suggestions that it provides regarding the SIEMonster Technology on a perpetual, irrevocable, royalty free, worldwide, unconditional, fully sublicensable and transferable basis, including the right to make, have made, use, sell, offer to sell, import, copy, display, perform, modify, distribute in modified or unmodified form, and commercialize any intellectual property, without accounting to Customer. Customer agrees that it will not assert, or authorize, assist, or encourage any third party to assert, against Customer or any of its affiliates, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Software, Services, or any other products or services that Customer uses.

10.4 General Reservation of Rights. Except for the rights and licenses expressly granted in the Agreement, each party retains all right, title, and interest in and to its information and technology and all related intellectual property rights. The parties agree that no license may arise by implication, estoppel, or course of conduct.

10.5 Restricted Rights Notices. If the Customer is an agency or office of the U.S. Government, the Software, Services, and other materials or technology provided pursuant to the Agreement are “commercial computer software,” “commercial computer software documentation,” and “technical data,” as applicable, as defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation. All software and services were developed at private expenses and are provided with RESTRICTED RIGHTS.

11. TERMINATION

SIEMonster may terminate Customer’s right to use the Products: (i) if Customer is in material breach of this Agreement provided that if the breach is curable SIEMonster has first given Customer written notice describing the breach in reasonable detail and an opportunity to cure the breach of at least thirty (30) days; and (ii) in the event of an IP claim as provided in Subsection 15.4 (IP Claim). Customer must uninstall and destroy all software and related materials and information within seven (7) days of termination.

12. CONFIDENTIAL INFORMATION

Neither party may use the other party's Confidential Information except in connection with the performance or use of the Software or Services, as applicable, the exercise of the party’s legal rights under this Agreement, or as may be otherwise permitted under this Agreement or required by law. Each party agrees not to disclose the other party’s Confidential Information to any third person except as follows: (i) to the party’s respective service providers, agents and representatives, provided that such service providers, agents or representatives are bound by written confidentiality measures that are at least as stringent as these terms; (ii) in response to a subpoena or other compulsory legal process, provided that each party agrees to give the other advance written notice of at least seven days prior to disclosing the other party’s Confidential Information under this subparagraph (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law or a reasonable interpretation of it, forbids such notice; or (iii) as required by law, such as a requirement under a data privacy regulation that a notice of data breach be given to a supervisory authority or regulatory agency, or (iv) as otherwise expressly permitted by the Agreement. On expiration or earlier termination of the Agreement, each party will return or destroy the other party’s Confidential Information. If a party believes it is not feasible to completely destroy the other party’s Confidential Information as required by this Section, it will give the other party written notice describing the Confidential Information and the circumstances that make destruction infeasible. All Confidential Information retained by party following termination of the Agreement remains subject to the requirements of this Section. Customer will use commercially reasonable care to safeguard SIEMonster’s

Confidential Information. SIEMonster's obligations to safeguard Customer Information are stated in Section 8 (Security). For Customer's Confidential Information other than Customer Information, SIEMonster will use commercially reasonable care to safeguard the Confidential Information. Each of Customer and SIEMonster is responsible for a breach of this Section by its service providers, agents and representatives to whom it has disclosed the other party's Confidential Information.

13. DISCLAIMERS

Except for the warranties expressly stated in the Agreement, SIEMonster makes no representations or warranties whatsoever, **and disclaims any implied warranties such as any warranty of merchantability, suitability for a particular purpose, or any warranty that may arise through a course of dealing.** Specifically, but without limitation, SIEMonster does not warrant or represent that the Software or any Services will be error free, uninterrupted, or completely secure. If applicable law requires a warranty notwithstanding this disclaimer, then that warranty is made for thirty (30) days from delivery of the Software or Services.

14. LIMITATIONS ON DAMAGES

14.1 SLA Credits. If any part of the Services is covered by a service level agreement that includes a credit remedy, the credit remedy is the **sole and exclusive remedy** for failure to meet the service level commitment.

14.2 Excluded Damages. Neither party nor its owners, personnel, affiliates, licensors, suppliers, distributors, resellers, or subcontractors is liable to the other party for any indirect, special, incidental, or consequential loss or damage of any kind, or for any lost profits, revenue, business opportunities, use of data, customers, contracts, goodwill or reputation, or for any punitive or exemplary damages. Neither party is liable for any loss that could have been avoided by the damaged party's reasonable efforts to mitigate the damages, even if the party has been advised or should be aware of the damages.

14.3 Maximum Liability. Notwithstanding anything in the Agreement to the contrary, except for liability arising from: (i) death or personal injury caused by negligence, (ii) willful misconduct, or (iii) misrepresentation, the maximum aggregate liability of SIEMonster and its owners, personnel, affiliates, licensors, suppliers, distributors, resellers, and subcontractors in connection with the subject matter of the Agreement shall not in the aggregate exceed the total amount paid or payable to it by Reseller for the Products from which the claim arose for the twelve (12) months immediately preceding the event(s) that gave rise to the claim.

14.4 Other. The parties acknowledge that SIEMonster has set its prices and entered into the Agreement in reliance on the limitations of remedies and liability stated in the Agreement and that these clauses reflect an agreed allocation of risk between the parties. The limitations stated in this Section apply to any liability arising from any cause of action, including tort, commercial code, strict liability, or otherwise, **even if a limited remedy fails of its essential purpose.** For clarity, the limitation stated in the subsection "Maximum Liability" is an aggregate limitation and is not "per incident." Nothing in this Subsection precludes a party from seeking specific enforcement, injunctive relief, or other non-monetary equitable remedy that is available by law. If these limitations as written are not permitted by applicable law, they shall apply to the extent permitted by applicable law.

15. INDEMNIFICATION

15.1 By SIEMonster. SIEMonster will defend, at its expense, any claim against Customer or its owners, personnel, agents, or representatives (the Customer “**Indemnitees**”) by an unaffiliated third party that: (i) asserts that Customer’s use of the Software or Services as permitted by the Agreement infringes on the third party’s intellectual property right in the United States (an “**IP Claim**”); or (ii) arises from SIEMonster’s willful misconduct or misrepresentation; and SIEMonster shall pay any resulting judgment that is finally awarded to the third party by a court or other tribunal of competent jurisdiction, including any award of attorney fees and court costs. Notwithstanding the foregoing, SIEMonster has no obligation with respect to an IP Claim that is based on Customer’s combination of the Software or Services with Third Party Technology or its own technology, Customer’s unauthorized change to the Software or Services, SIEMonster’s compliance with Customer’s specific directives that are not standard for SIEMonster, or Customer’s use of the Software or Services more than a reasonable period of time after SIEMonster has provided an updated version that is functionally equivalent but free from the IP Claim (the “**Exclusions**”).

15.2 By Customer. Customer will defend, at its expense any claim against SIEMonster or its owners, personnel, agents or representatives (the SIEMonster “**Indemnitees**”) by an unaffiliated third party that arises from: (i) Customer’s breach of Sections 3.12 (General Software License Terms), Section 9 (Customer Obligations), or Section 12 (Confidential Information); (ii) Customer’s violation of the Acceptable Use Policy referenced on Exhibit C if applicable; (iii) the Exclusions as defined above; or (iv) Customer’s or its Indemnitees’ willful misconduct or misrepresentation, and shall pay any resulting judgment that is finally awarded to the third party by a court or other tribunal of competent jurisdiction, including any award of attorney fees and court costs.

15.3 Procedure. The indemnified party must give notice of the indemnified claim to the indemnifying party within ten (10) days of the date it learns of the claim, provided that failure to give notice within the ten (10) day period does not relieve the indemnifying party of its obligations under this Section except to the extent the delay prejudices the defense of the matter. The indemnifying party shall select counsel to defend any indemnified claim under this Section and shall control the defense of the claim, except that the indemnified party may participate in the defense of the claim at its option and expense, with counsel of its choice. The indemnified party must comply with any indemnifying party request for information or cooperation in connection with the defense of the claim. The indemnifying party may settle any indemnified claim, in its discretion, provided that the settlement fully resolves the indemnified party’s liability and does not require the Indemnitees to make an admission of culpability.

15.4 IP Claims. If an IP Claim is asserted, or if SIEMonster reasonably believes that an IP Claim is likely to be asserted, then SIEMonster may do either of the following at its expense: (i) obtain the right to use the Software or Services free from the claimed infringement; or (ii) modify the Software or Service so that they are no longer subject to the claimed infringement but are functionally equivalent. If SIEMonster is not able to do either on commercially reasonable terms, then SIEMonster may terminate the license for the Software or the Order for the Services, as applicable, that is the subject of the IP Claim on ninety (90) days advance written notice, and refund to Customer: (i) any pre-paid fees for unused Services or subscription license periods, or (ii) if the Software was licensed on a perpetual basis an amount equal to unamortized license fees based on a thirty-six (36) month amortization schedule.

16. PRE-RELEASE TECHNOLOGY. SIEMonster may invite Customer to use test, beta, pilot, limited release, developer preview, non-production, evaluation, or other pre-release software or services (“**Pre-Release Technology**”). Pre-Release Technology is provided **AS IS** and **AS AVAILABLE** without any representation or warranty whatsoever. SIEMonster is not required to provide support for Pre-Release Technology. Customer may not use Pre-Release Technology for production purposes unless it has written permission from SIEMonster. SIEMonster may discontinue Pre-Release Technology at any time in its sole discretion and delete all Customer Information associated with the Pre-Release Technology. SIEMonster may never offer a general release version of the Pre-Release Technology, or if it does, there may not be an automatic update path from the Pre-Release version to the general release version. SIEMonster has no liability for any harm or damage arising from Customer’s use of a Pre-Release Service.

17. NOTICES

Customer’s routine communications to SIEMonster regarding the Products should be sent to Customer’s account team using the customer support portal. To give a notice regarding termination of the Agreement for breach, indemnification, or other legal matter, Customer must send the notice by first-class post to: legalnotice@siemonster.com and copied to SIEMonster Inc., 101 California Street, Suite 2710, San Francisco, California, 94111, ATTN: Legal Department. SIEMonster’s routine and legal notices will be posted on the customer portal or sent by email or post to the individual(s) designated as Customer’s contact(s) on Customer’s account. Notices are deemed received as of the time posted or delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

18. PUBLICITY, USE OF MARKS

Provided that Customer has given its advance written consent, SIEMonster may publicly disclose that it is providing Products and Services to Customer and may use Customer’s name and logo to identify Customer in promotional materials, including press releases, provided that SIEMonster does not state or imply that Customer endorses SIEMonster’s products or services.

19. ASSIGNMENT, SUBCONTRACTORS

Neither party may assign the Agreement without the prior written consent of the other party except to an Affiliate or as part of a transaction by which it transfers all or substantially all of its assets to a third party. Each party must give the other party at least 30 days advance written notice of an assignment or a change in control of the party. SIEMonster may use its Affiliates or subcontractors to perform all or any part of the Services, but SIEMonster remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if SIEMonster performed the Services itself.

20. FORCE MAJEURE

Neither party will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond its control, such as significant failure of a part of the power grid, failure of the Internet, natural disaster or

weather event, war, riot, insurrection, epidemic, strikes or labor action, terrorism, or other events beyond such party's reasonable control.

21. GOVERNING LAW, DISPUTES

21.1 Governing Law. The Agreement is governed by the laws of the State of New York and the United States of America as applicable, exclusive of any choice of law principle that would require the application of the law of a different jurisdiction.

21.2 Mediation. Except for a request for temporary injunctive or other equitable relief, each party agrees that it shall not file a lawsuit or other legal action in connection with the subject matter of this Agreement unless it has first given the other party written notice of the dispute, and attempted to resolve the dispute through good faith negotiation. At the request of either party, the dispute will be submitted for non-binding mediation conducted by a mutually acceptable mediator to be held in New York, Borough of Manhattan. The parties will share equally the costs of the mediation, exclusive of any fees paid by a party to its internal or external legal advisors, accountants and experts in connection with the dispute. The use of any mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party. If the dispute is not resolved through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation, the parties are free to file a lawsuit or other action.

21.3 Venue. Each party agrees that it shall bring any lawsuit or other legal action related to the subject matter of this Agreement in a court sitting in the Borough of Manhattan, New York, New York. Neither party shall dispute the personal jurisdiction of such courts, and each party waives any objection it may have as to the venue of such court.

21.4 Waiver of Jury Trial. To the extent permitted by applicable law, each party waives the right to a trial by jury in respect of any litigation arising out of this Agreement and the parties' activities regarding this Agreement.

21.5 Prevailing Party Recovery of Expenses. The prevailing party in any action or proceeding relating to this Agreement is entitled to recover reasonable legal fees and costs, including attorney's fees. Customer must pay or reimburse SIEMONSTER's reasonable actual attorneys' fees and other expenses incurred in connection with any third party subpoena, warrant or other mandated disclosure that is unrelated to any claim between Customer and SIEMONSTER's.

22. MISCELLANEOUS

22.1 Foreign Corrupt Practices Act. Each party hereto represents, warrants and covenants that: (a) in connection with this Agreement, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any foreign government or any agency or instrumentality thereof; and (b) it shall comply in all material respects with the US Foreign Corrupt Practices Act and the Canadian Corruption of Foreign Public Officials Act.

22.2 Interpretations. The term "person" refers to any legal person and may mean a natural person (individual), a legally created person (such as a trustee, or executor), or an entity (such as a corporation, partnership, or limited

liability company). The word “process” means to record, store, organize, structure, analyze, query, modify, combine, encrypt, display, disclose, transmit, receive, render unusable, or destroy, by automated means or otherwise. The word “including” means “including, without limitation.” The words “will” and “shall” are words of obligation, not expressions of intent or expectation. All references to monetary amounts mean United States Dollars unless otherwise indicated. The term “party” or “parties,” either in lower- or upper-case form, refers to the signatories to this Agreement unless specifically described as a “third party.” A reference to “day” means a calendar day, unless expressly designated as a “business” day. The term “personnel” refers to employees of the person referred to and individual contractors of the person referred to if the individuals are under the direct supervision of the person referred to. All software provided under this Agreement is licensed and not sold; any use of the term “sale” or like word means a sale of a license. Any requirement in this Agreement that a statement be written, in writing, or a like requirement is satisfied by an email or other digital form of writing unless expressly stated otherwise. Nouns stated in the singular may imply the plural as indicated by the context, and pronouns that are gender specific should be read to refer to either gender. The Section captions in this Agreement are for convenience only; they are not part of this Agreement and should not be used to interpret the terms of this Agreement. References to sections in any of the documents that comprise the Agreement are references to the sections of the document in which the references appear unless otherwise indicated.

22.3 Amendments. This Agreement may be varied only by a written agreement signed by both parties that expressly refers to the Agreement. The pre-printed terms of Customer’s purchase order or other business form are void and of no effect whatsoever.

22.4 Severability, Waiver. If any part of the Agreement is found unenforceable, the rest of the Agreement will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

22.5 Relationship Between the Parties. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. The use of the words “partner” or “partnership” in this Agreement or otherwise refers only to a business relationship, and does not create or reflect any legal partnership, joint venture, or other fiduciary or other special relationship between the persons described as partners. Nothing in this Agreement creates an obligation of exclusivity or non-competition. Each party is free to purchase and sell services of the type described in the Agreement to any person, including competitors of the other party.

22.6 No Third Party Beneficiaries. Except as expressly stated otherwise, there are no third party beneficiaries to the Agreement.

SIEMonster is a trademark of SIEMonster, Inc. Any other trade- or service marks used in the Agreement are the property of their owners, and used for identification purposes only.

end of General Terms

Attached:

Exhibit A	Stand Alone Software
Exhibit B	Hosted Software Service
Exhibit C	Support
Exhibit D	Professional Services

Exhibit A

Stand Alone Software

- 1. Licensed Software.** This Exhibit A applies to licenses of SIEMonster Software that is provided on a stand-alone basis (not as a Hosted Software Service). The use of the term “Software” in this Exhibit A refers only to stand-alone software.
- 2. Additional License Terms.** Customer may install the Software on Customer’s on-premises information technology systems or, with SIEMonster’s advance written consent, may permit its outsourcer to install the Software on systems operated by the outsourcer at the outsourcer premises solely for SIEMonster’s benefit. The Software must be installed on systems that meet the specifications stated in the Order and the Documentation. If the Order specifies an installation location, the Software may not be installed on systems located anywhere other than that location, but Customer may permit Authorized Users to use the Software from Customer’s offices in other locations, or remotely from their home or other location, subject to applicable export laws. An “outsourcer” is a contractor retained by Customer to provide services in support of Customer’s internal business operations.
- 3. Warranty.** SIEMonster warrants for the warranty period that: (i) the general release version of Software will substantially conform to the applicable Documentation; and (ii) the media on which the Software is provided will be free from material defects. As Customer’s **sole and exclusive remedies** for a breach of the warranties stated in this Section, SIEMonster will repair or replace the non-conforming element of the Software or re-deliver the Software on non-defective media, as applicable, provided that if repair or replacement is not commercially feasible then SIEMonster may terminate the license and refund any license fees paid by Customer. The warranty period is ninety (90) days beginning on the delivery. As a condition to the warranty remedy, Customer must give notice of the warranty breach during the warranty period or within thirty (30) days after the end of the warranty period and must cooperate with SIEMonster’s reasonable requests for information and assistance, including information necessary to reproduce the defect. The warranty stated in this Exhibit does not apply to the extent a failure is due to: (i) Customer’s failure to comply with the installation, operation, environmental, and other requirements or specifications stated in the Order or the Documentation; (ii) any non-standard configuration or implementation of the Software implemented by Customer or implemented by SIEMonster at Customer’s request; or (iii) the interoperation between the general release version of the Software and any custom modules, non-standard extensions, or Unsupported technology element. In addition, the warranty does not apply if the failure is due to the interoperation between the Software and any Third-Party Technology unless otherwise expressly agreed in the Order.

4. **Copies.** Customer may copy the Software as reasonably necessary for its licensed use, and may make one backup copy for use in the event the production version of the Software becomes unavailable.
5. **Delivery.** Unless otherwise expressly stated in the Order, SIEMonster shall deliver the Software electronically by making the Software and enabling information available on SIEMonster's Internet accessible download site. Delivery is deemed complete as of the second (2nd) business day that SIEMonster has made the Software and enabling information available to Customer.
6. **Records and Audit.** Customer must keep complete and accurate records showing the location where each copy of the Software has been installed or stored, and the relevant information necessary to verify its compliance with the license metric and with any Support Plan requirements. SIEMonster may audit Customer's records and facilities provided that: (i) it gives reasonable advance notice of the audit and conducts the audit without undue interference in Customer's operations; (ii) it conducts an audit no more than once per twelve (12) months unless it discovers non-compliance, in which case it may conduct an audit as often as once per three (3) months until there have been no findings of non-compliance for a period of twelve (12) months. In the alternative, SIEMonster may require Customer to conduct a self-audit on reasonable terms and provide an attestation of Customer's officer or like official reporting the results. If SIEMonster requests a self-audit, Customer shall complete the audit and return the results and attestation within 30 days of SIEMonster's request. If an audit reveals unlicensed use, Customer must pay license fees and any related support fees due in respect of the use under the terms of any Support Plan within ten (10) days of the date of the audit report. If the unlicensed use exceeds 5% of the authorized use, Customer shall pay also pay interest at the overdue rate provided in the Agreement from the time that the fees would first have been due under the terms of the Agreement. If the audit or certification reveals unlicensed use or more than 10% Customer shall also bear the reasonable cost of the audit. If the audit or certification does not demonstrate the date that the unlicensed use first began with clear and convincing evidence, the license period will be presumed to begin as of the effective date of the original Order for licenses purchased under this Exhibit. SIEMonster acknowledges that information learned as part of an audit that is Confidential Information of Customer may not be used for any purpose unrelated to the audit.
7. **Compliance Features.** The Software may include features that permit SIEMonster to monitor compliance with the license terms or disable the Software in the event of non-compliance. Customer consents to the use of compliance tools and agrees that SIEMonster is not responsible for any harm or damages resulting from SIEMonster's disablement of the Software in the event of a license breach by Customer.

End of Exhibit A

Exhibit B

Hosted Software Services

1. **Hosted Software Services.** This Exhibit B applies to Hosted Software Services. The use of the term "Software" in this Exhibit B refers to the Software that is provided for Customer's use on systems that are operated by

SIEMonster, and the terms “Services” refers only to the Hosted Software Services and Support for the Hosted Software Services.

- 2. Hosted Subscription License.** SIEMonster will install the Software on computing infrastructure managed by a third party infrastructure services provider, and Customer may use the Software on that infrastructure remotely via the Internet using remote access technology provided or approved in advance by the infrastructure services provider or SIEMonster (the “**Hosted Software Service**”). Customer may use the Hosted Software Service for the term stated in the Order (the “**Subscription**”). Customer may make and distribute copies of the Documentation as reasonably necessary for the permitted use of the Hosted Software Service, but may not otherwise copy the Software.
- 3. Warranty.** SIEMonster warrants for the Term that the general release version of Hosted Software Service will substantially conform to the applicable Documentation, and that SIEMonster will use commercially reasonable efforts to make the Hosted Software Service available twenty four hours per day, seven days per week, year round, excluding reasonable unavailability for maintenance. As Customer’s **sole and exclusive remedies** for a breach of this warranty, SIEMonster will repair or replace the non-conforming element of the Hosted Software Service, provided that if repair or replacement is not commercially feasible then SIEMonster may terminate the applicable Order and related licenses and refund any subscription fees paid by Customer. As a condition to the warranty remedy, Customer must give notice of the warranty breach within thirty (30) days of discovering the breach and must cooperate with SIEMonster’s reasonable requests for information and assistance, including information necessary to reproduce the defect. The warranty stated in this Exhibit does not apply to the extent a failure is due to: (i) Customer’s failure to comply with the installation, operation, environmental, and other requirements or specifications stated in the Order or the Documentation; (ii) any non-standard configuration or implementation of the Software implemented by Customer or implemented by SIEMonster at Customer’s request; or (iii) the interoperation between the general release version of the Software and any custom modules, non-standard extensions, or Unsupported technology element. In addition, the warranty does not apply if the failure is due to the interoperation between the Software and any Third-Party Technology unless otherwise expressly agreed in the Order.
- 4. Infrastructure Support.** SIEMonster does not provide support for the infrastructure services element of the Hosted Software Services or make any warranty or service level commitment in connection with the infrastructure elements of the Hosted Software Services. SIEMonster will make reasonable efforts to pass through any warranty or service level commitments made by the infrastructure services provider.
- 5. Third Party Infrastructure.** Separate legal terms identified in the Order may govern Customer’s use of the third party infrastructure services. Specifically, but without limitation, the third party’s Acceptable Use Policy, or “**AUP**” may be applicable to Customer’s use of the Hosted Software Services. SIEMonster makes no availability or other service level commitments for the infrastructure services provided by the third-party infrastructure services provider, except that it will use reasonable efforts to obtain any credit that may be due under the terms of the third party’s service level agreement and will pass through the credit to Customer if one is issued by the third party. The commitment stated in this Section is Customer’s **sole and exclusive remedies** for any unavailability of the Hosted Software Service arising from a failure of the third-party infrastructure service provider.

- 6. Service Commencement.** SIEMonster will begin implementation of the Hosted Software Service at the time stated in the Order. The subscription term begins on the date that SIEMonster has completed implementation, and enabled Customer's remote administrative access to the deployed Hosted Software Service (the "**Service Commencement Date**").

End of Exhibit B

Exhibit C

Support

- 1. Support.** If Customer purchases a SIEMonster 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. On expiration of the initial term, Support will end unless Customer renews the Support Plan with the Reseller or SIEMonster.
- 6. 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.

7. 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.

8. 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: (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.

9. 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.

10. 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.*

End of Exhibit C

Exhibit D Professional Services

1. Statements of Work

SIEMonster and Customer may enter into orders with SIEMonster for Professional Services as described in Section 1 (*Agreement*) of the MPA. Each order for Professional Services is referred to in this Exhibit D as a “Statement of Work” or “SOW.” The term “Services” as used in this Exhibit D refers only to Professional Services.

Each SOW will include, at a minimum, the following:

- the name and contact information for SIEMonster’s designated Project Manager;
- the name and contact information for Customer’s designated Project Manager;
- a description of the services to be performed by SIEMonster (the “Professional Services”);
- each item to be delivered to Customer (each, a “Deliverable”);
- the fixed-price or time and material fees for the Services (the “Fees”);
- the start date, expected delivery dates for Deliverables, dates for any other milestones and the anticipated end date for the Services (“Schedule”);
- Customer’s obligations and other requirements necessary for completion of the Services (“Dependencies”);
- acceptance criteria and testing plans (if applicable) for Deliverables relating to fixed-price Services (“Acceptance Criteria”); and
- any other special terms that apply to the Statement of Work (“Special Terms”).

In the event SIEMonster performs any Services prior to (or in absence of) the execution of an applicable SOW, all such Services will be deemed performed on a time and materials basis in accordance with SIEMonster’s then-current rates and will be governed in all respects by the terms and conditions of this Agreement. SIEMonster will perform Services remotely from its offices unless the applicable SOW expressly states that the Services are to be performed onsite at a different location (“**Onsite**”). Unless specifically stated otherwise in the applicable SOW, SIEMonster has no obligation to perform background checks or drug screening of its personnel assigned to perform Onsite Services. SIEMonster has no obligation to perform Services outside of its normal business hours unless expressly agreed in writing. SIEMonster may charge a higher rate for hourly services performed outside of regular business hours.

2. Change Orders

Customer may request changes to any SOW by providing a written request (which may be in the form of an email) to SIEMonster. SIEMonster is not required to begin work on any requested Services until the parties have agreed to a written document describing the change and the related fees and timelines (a “**Change Order**”). For significant change requests, SIEMonster may require Customer to pay SIEMonster’s hourly time and materials rate for time spent to evaluate the request and create a scope of work; provided that Customer must agree in writing to any SIEMonster fees for evaluation and scoping services.

3. Project Managers. Each parties’ Project Manager must have an in-depth knowledge of the requirements for the applicable project and authority to provide approvals as needed in the course of the performance of the Services. Each party’s Project Manager must be reasonably available during business hours, and must respond to requests for information in a reasonably prompt manner. The Project Managers will meet at least once per week unless otherwise agreed.

4. Customer Obligations

4.1 General. Customer will provide all of the resources and perform all of the tasks assigned to it as further described in any SOW, including where applicable the provision of clear design requirements and other relevant user information. Customer acknowledges that its failure to meet its obligations under an SOW, or to otherwise provide all reasonable cooperation in connection with SIEMonster’s performance of the Services, may result in delays in the performance of the Services, a reduction in the functionality of the Deliverables and/or increases in the Fees. Customer further acknowledges that its failure to provide required technical resources and equipment (e.g. application servers) for operation of the Deliverables may result in the failure of a Deliverable to meet the Acceptance Criteria. Customer acknowledges that it will be solely responsible for the impact of any failure described in this Section. SIEMonster will provide written notice to Customer of any failure described in this Section (which notice may be included in SIEMonster’s standard status report or delivered in email). Thereafter, Customer and SIEMonster will work together to devise a resolution to the situation and document the impact of the failure and planned resolution on the Schedule, Deliverables and Fees, as applicable.

4.2 Reviews. SIEMonster will deliver each Deliverable to Customer for its review and approval in accordance with the terms and conditions of the applicable SOW. Customer acknowledges that the development of the Deliverables is an iterative process and will require Customer’s review and input on a regular basis. Customer will provide such review and input on a timely basis as further described in this Section. When asked to review and accept specific Deliverables, Customer will not unreasonably withhold or delay such acceptance.

4.3 Systems Backup and Other Prerequisites. Customer must backup all Software configurations and data that SIEMonster personnel will access as part of the Services before SIEMonster begins the Services, and store the backup on a separate environment.

4.4 Onsite Services. If SIEMonster provides Onsite Services, Customer must provide a safe and suitable facility for the performance of the Services, including compliance with applicable laws and industry standards for health, safety, and security. Customer must have at least one representative physically present at the applicable location during the entire time that the SIEMonster personnel are onsite. Customer must also provide the SIEMonster personnel with desk space, Internet access, and other facilities and services as SIEMonster may reasonably request to perform the Services. SIEMonster personnel will comply with Customer’s safety and security procedures

generally applicable to Customer's onsite vendors, provided those procedures are communicated by Customer to SIEMonster. SIEMonster may charge its hourly rate for travel time to and from the Customer's location for Onsite Services, and Customer shall pay or reimburse SIEMonster's travel expenses to the location in accordance with Section 5 of the General Terms.

4.5 Systems Access. Customer must provide SIEMonster personnel with access to Customer's information technology systems as SIEMonster may reasonably request for the performance of the Services, including remote access if requested. SIEMonster will comply with Customer's security requirements for such access that are made part of the order, or if no security requirements are included in the order, Customer's reasonable security requirements communicated in advance to SIEMonster.

5. Acceptance

5.1 Acceptance for Fixed-Price Projects. For Services provided on a fixed-price basis, Customer will review and approve each Deliverable in accordance with the testing and other procedures set forth in the applicable SOW within the time period specified in the SOW (the "**Acceptance Period**"). If no time period is specified, then the Acceptance Period will be five (5) business days. If, after following the testing and other procedures set forth in the applicable SOW, Customer reasonably determines that a Deliverable does not conform to the Acceptance Criteria in any material respect, then, within the Acceptance Period, Customer will notify SIEMonster and provide specific, detailed descriptions of any non-conformity. SIEMonster will work diligently to correct any non-conformity as soon as practicable and redeliver the Deliverable to Customer for its review and approval as described in this Section. If at any time Customer fails to provide SIEMonster with notice of acceptance or non-conformance within the applicable Acceptance Period, then Customer will be deemed to have accepted the applicable Deliverable. If at any time Customer puts any Deliverable "into production" (i.e. makes the Deliverable available for use in its own production environment), then Customer will be deemed to have accepted the applicable Deliverable. If the parties disagree about the materiality of any non-conformity, the parties will work together in good faith to resolve the disagreement promptly (including escalating the disagreement to individuals at a higher level of management within their respective organizations). For Services provided on a fixed price basis where there is no Acceptance Criteria set forth in the applicable SOW, then Customer's acceptance will be deemed to have occurred on delivery of the applicable Services and Deliverables.

5.2 Acceptance for Time and Materials Projects. For Services provided on a time and materials basis, acceptance will be deemed to have occurred on delivery of the applicable Services and Deliverables.

6. Services Warranty. SIEMonster warrants for the applicable warranty period Services will be performed in a professional and workman-like manner by appropriately trained personnel, using generally accepted industry standards and practices. As SIEMonster's **sole liability and Customer's exclusive remedy** for a breach of this warranty, if the Services are not provided as warranted, SIEMonster will, at its sole discretion, either: (i) correct any material non-conformances in the Deliverables; (ii) re-perform the Services; or (iii) credit Customer for the amount paid for the nonconforming Services. This warranty does not apply to the extent any non-conformity relates to (i) any specifications, code, diagnostic or other tools, or any other materials provided by Customer; (ii) the integration, operation, modification, or use of the Services or any Deliverables in any manner not authorized by SIEMonster, and (iii) any changes to the network environment after the Services were rendered. The warranty period for Services provided on a time and materials basis is thirty (30) days following the completion of the Services. The warranty period for Services provided on a fixed price basis is thirty (30) days following acceptance of the final Deliverables.

7. Rights in Deliverables. Customer acknowledges that the Deliverables are not prepared on a “work made for hire” basis and that Customer acquires only the license rights in the Deliverables that are expressly granted in this Exhibit D unless other rights are expressly stated in the applicable SOW. Subject to the payment of the applicable fees, SIEMonster grants to Customer a license to use the Deliverables on the same terms, conditions, and restrictions stated in the MPA for the product Software with which the Deliverables are designed to be used. SIEMonster retains all other right, title and interest in and to Deliverables.

End of Exhibit D