SIEMONSTER MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (this "**MPA**") is between SIEMonster, Inc., a Delaware corporation having an office at 101 California Street, Suite 2710, San Francisco, CA 94111 ("**SIEMonster**") and the SIEMonster customer that is a party to an Order that incorporates this MPA by reference to the URL where it is posted ("**Customer**").

This MPA 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

SIEMonster may modify this MPA 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 MPA does not obligate Customer to purchase or SIEMonster to sell any SIEMonster products, but will govern any Order that is entered into in accordance with the process described in Section 23.1 (*Order Process*) of these General Terms. The term "**Agreement**" means, collectively, this MPA with applicable Exhibits, the Order(s), and any addenda, appendix, or exhibit attached to or incorporated by reference in any of them, as any of them may be amended pursuant to Section 23.4 (*Amendments*) of these General Terms.

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 has the meaning given in Section 1 (*Agreement*);

Authorized Users has the meaning given in Section 10.4 (*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;

Effective Date means: (i) as to this MPA, the earlier of the date that it is signed by both parties or the Effective Date of the first Order that incorporates this MPA by reference; and (ii) as to an Order, the effective date stated in the Order or, if no date is stated, the date that the Order is accepted by SIEMonster;

Enhancement has the meaning given in <u>Exhibit D</u>, *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;

Order has the meaning given in <u>Section 23.1</u> (*Order Process*). For clarity, the term Order as used in this Agreement refers to documents that may be titled "order," "statement of work," "work order," or other wiwth other names; and the term "Order" includes a "Statement of Work" as that term is defined below;

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;

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 under an Order;

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) described in an Order or made available for Customer's use in connection with the subject matter of an Order, 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 Support Plan, 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;

Statement of Work or **SOW** means an Order for Professional Services or the part of an Order that covers Professional 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 Order or this MPA, as applicable given the context;

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 6 (*Unsupported Software and Services*); and

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

3. PRODUCTS

3.1 Products. SIEMonster shall provide each Product described in an Order on the terms, and subject to the conditions and restrictions, stated in the Order, these General Terms, the applicable Product Specific Terms and any other part of the Agreement applicable to the Product.

3.2 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, unless the applicable Order expressly authorizes use by Customer as a "Managed Services Provider" or "MSP," or "MSSP" or like designation, in which case the Software is licensed for use in providing managed security services subject to the additional applicable conditions and restrictions in the Product Specific Terms. 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 <u>Section 20</u> (*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 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, SIEMonster shall provide the Professional Services as described in the Statement or Work and Exhibit D (*Professional Services*).

3.6 Evaluation, Proof of Concept. If SIEMonster authorizes Customer to use the Software on an evaluation, demonstration, "proof of concept," or similar basis (with or without charge) (an "**Evaluation License**"), the following additional terms, conditions and restrictions apply unless otherwise expressly agreed in writing: (i) the license term is ten (10) days and may be terminated by SIEMonster prior to expiration at any time on written notice, with or without cause; (ii) the Software may not be used to process or store production data or Personal Data; (iii) the Software is "Unsupported" during the term of the Evaluation License; and (iv) Customer's continued use of the Software beyond the evaluation period day shall constitute a purchase of a license for the Software and SIEMonster will invoice Customer for the Software license at its current list price unless other pricing has been agreed.

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, 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 8 (*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. FEES

5.1 Fees. Customer shall pay the fees stated in each Order. Unless otherwise stated in the Order, SIEMonster may invoice its fees at the following times: (i) on the Order effective date for a perpetual Software license, (ii) annually in advance for a subscription Software license, Hosted Software Service, or Support Plan; and (iii) at the completion of the Services for Professional Services, or completion of milestones if Professional Service milestones are defined in the Statement of Work. Unless otherwise agreed in an Order, SIEMonster may not increase its fees except as follows: (i) as of the effective date of the Order renewal term, provided SIEMonster has given at least thirty (30) days advance written notice of the fee increase; (ii) for Hosted Software Services if the third party infrastructure services provider has increased its fees. Fees are non-refundable except as expressly stated otherwise in this MPA or the Order. Any discounts stated in an Order apply to the initial term only unless otherwise stated in the Order.

5.2 Expenses. Customer is not required to pay any SIEMonster expenses unless expressly required by an Order or other written agreement. If the Order includes Customer-paid travel expenses, SIEMonster may invoice its reasonable air and ground transportation, lodging, meals, and reasonable incidentals (such as fees for wifi connections). SIEMonster will provide receipts or other reasonably, customary evidence to support its expense invoices. SIEMonster may, at its option, invoice authorized travel expenses in advance of the travel, provided that SIEMonster must refund any collected amounts, less any non-refundable expenses already incurred, if Customer cancels the travel.

5.3 Taxes.   Fees are stated exclusive of any sales, value added, use, excise, goods and services, import/export duties and levies, and like transactions taxes ("**Sales Tax**").   Customer must pay SIEMonster Sales Tax that SIEMonster is required to collect and remit unless Customer has provided reasonably satisfactory evidence of a tax exemption in advance of invoicing.   Customer may not withhold any taxes from fee payments, except for withholding (or similar) taxes that Customer is legally required to withhold under laws applicable to Customer. If Customer withholds any taxes, it shall gross up the amount paid such that the amount paid net of the withholding tax is equal to the invoiced amount, or with SIEMonster's consent, is not required to gross up the fee but shall promptly provide documentation of the withholding as reasonably requested by SIEMonster, including documentation necessary to support SIEMonster's claim for any foreign tax withholding credit.

5.4 Payments. Unless otherwise stated in the Order, fees are due thirty (30) days from invoice date.   Fees must be paid in U.S. Dollars unless another currency is stated in the Order.   Unless otherwise agreed, Customer must establish and maintain authorizations necessary for SIEMonster to collect its invoices via ACH.   Subject to Subsection 5.5 (*Fee Disputes*), SIEMonster may charge interest on overdue amounts at the greater of 1.5% per month or the highest non-usurious rate under applicable law.   Subject to Subsection 5.5 (*Fee Disputes*), if any payment is more than fifteen (15) days past due and has not been cured within fifteen (15) days of SIEMonster's notice of the overdue payment, SIEMonster may suspend all or any part of Customer's Services or begin legal collection efforts, or both.   SIEMonster may charge Customer a reasonable fee to reinstate its Services after a suspension and may recover from Customer its reasonable expense of collection, including court costs and attorney fees.

5.5 Fee Disputes.   SIEMonster may not charge late interest, suspend services, or pursue other collection activity for a period of thirty (30) days from the invoice due date with respect to any invoiced amount that Customer disputes in good faith, provided that: (i) Customer has given notice of the dispute prior to the invoice due date; (ii) Customer's notice describes the grounds for the dispute in reasonable detail; (iii) Customer has timely paid undisputed amounts; and (iv) Customer cooperates with SIEMonster's requests for information in connection with the dispute. Customer and SIEMonster must negotiate in good faith to resolve the dispute during the thirty (30) day period. If the dispute is not resolved by the end of the thirty (30) day period, then each party is free to pursue resolution of the dispute using all legally available means.

6. 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.

7. THIRD-PARTY TECHNOLOGY

7.1 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 6 (*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.

7.2 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.

7.3 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.

8. 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.

9. PRIVACY

Personal Data is Customer "Confidential Information" covered by the SIEMonster commitments stated in Section 13 (*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.

10. CUSTOMER OBLIGATIONS

10.1 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.

10.2 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.

10.3 Compliance with Law. Customer must use all SIEMonster Technology in compliance with applicable law, including the laws described in the Subsections 10.3.1 and 10.3.2 below.

> **10.3.1 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.

> **10.3.2 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.

10.4 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 de-activating 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.

11. RIGHTS IN DATA, INTELLECTUAL PROPERTY

11.1 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 13 (*Confidential Information*).

11.2 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 copyrighy, patent, trademark or other proprietary rights notices that appear on or with the SIEMonster Technology.

11.3 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.

11.4 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.

11.5 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.

12. TERM AND TERMINATION

12.1 Term of MPA. The initial term of this MPA begins on the Effective Date stated above and continues for one year. On expiration of the initial term, the MPA renews for consecutive renewal terms of one (1) year each unless either party gives a notice of non-renewal at least thirty (30) days prior to the expiration of the initial term or then-current renewal term, as applicable. Either party may terminate this MPA for convenience at any time without liability to either party by giving thirty (30) days advance written notice. Except as provided in Section 12.3 (*Termination for Breach*), the expiration or earlier termination of this MPA does not have the effect of terminating any Order that is entered into during the term of the MPA, and this MPA shall survive in its entirety as to any such Order for the term of the Order, including any renewals of the Order.

12.2 Term of Order. The initial term of each Order is stated in the Order, or if no initial term is stated in the Order the initial term is one (1) year. Unless different renewal terms are stated in the Order, on expiration of the initial term, the Order will automatically renew for consecutive renewal terms of the same length as the initial term (each a "**Renewal Term**"), unless either party gives the other party notice of non-renewal at least 60 days prior to the expiration of the initial term, or then current renewal term, as applicable.

12.3   Termination for Breach. A party may terminate this MPA and any or all Orders if the other party is in material breach of this MPA, provided that if the breach is curable, the terminating party has first given the other party written notice describing the breach in reasonable detail and an opportunity to cure the breach of at least thirty (30) days.   A party may terminate an Order if the other party is in material breach of the Order and fails to cure the breach within thirty (30) days of the other party's written notice describing the breach in reasonable detail.

12.4 Early Termination Other than for Breach. Neither party may terminate an Order unless otherwise expressly stated in the Order. A party may terminate this MPA and any or all Orders without liability to either party as follows: (ii) by SIEMonster in the event of a SIEMonster IP claim as provided in Subsection 16.4 (*IP Claim*); (ii) by either party if the other enters into compulsory or voluntary bankruptcy, liquidation, or ceases for any reason to carry on business, or takes or suffers any similar action that the other party reasonably believes will materially impair its performance under the Agreement (including payment of fees).

12.5 Obligations on Expiration, Termination. On expiration or earlier termination of an Order, the licenses and Services covered by the Order terminate, except that a perpetual license survives termination or expiration unless the Order was terminated by SIEMonster for Customer's breach of the perpetual license. Within seven (7) days of expiration or termination of an Order Customer must uninstall and destroy all software and related materials and information, except for Software covered by a surviving perpetual license and archival copies of software or other materials that Customer is permitted to retain under Section 13 (*Confidential Information*).   Unless

otherwise agreed in the applicable Order, the unpaid part of any subscription license, support plan, or other services fees for the remaining term of the Order are due and payable on the effective date of expiration or termination.

12.6 Survival. The following provisions survive expiration or termination of this Agreement: Section 2 (*Defined Terms*), as to any defined terms used in other surviving sections, 3.2 (*General License Terms*) and Exhibit A (*Stand Alone Software*) as to a perpetual Software license, 3.7 (*Open Source Software and Other Third Party Technology*), 5 (*Fees*) as to any fees remaining unpaid at the time of expiration or termination, 9 (*Privacy*), 11 (*Rights in Data, Intellectual Property*),   12.5 (*Obligations on Expiration, Termination*),   12.6 (Survival),   13 (*Confidential Information*), 15 (*Limitations on Damages*), 16 (*Indemnification*), 18 (*Notices*), 20 (*Assignment, Subcontractors*), 22 (*Governing Law, Disputes*), and 23 (*Miscellaneous*), and any other provisions that by their nature are intended to survive expiration or termination of the Agreement.

13. 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.

14. DISCLAIMERS

14.1 No Other Services.   SIEMonster has no obligation to provide software or services to Customer other than the Software and Services described in an Order. Any software or services provided by SIEMonster to Customer other than the Software and Services described on an Order are provided **AS IS** and **AS AVAILABLE** with no representation or warranty whatsoever.

14.2 No Other Warranties.   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.

15. LIMITATIONS ON DAMAGES

15.1 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.

15.2 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.**

15.3 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, (iii) misrepresentation, or (iv) fees due for Services provided, 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 or any Order shall not in the aggregate exceed the total amount paid or payable for the Products from which the claim arose for the twelve (12) months immediately preceding the event(s) that gave rise to the claim**.

15.4 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.

16. INDEMNIFICATION

16.1 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, Customers 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**").

16.2 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 3.2 (*General License Terms*), Section 10 (*Customer Obligations*), or Section 13 (*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.

16.3 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.

16.4 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.

17.   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.

18. 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.

19. PUBLICITY, USE OF MARKS

Provided that Customer has given its advance written consent, SIEMonster may publicly disclose that it is providing 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.

20. ASSIGNMENT, SUBCONTRACTORS

Neither party may assign the Agreement or any Order 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.

21. 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.

22. GOVERNING LAW, DISPUTES

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

22.2 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.

22.3 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.

22.4 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.

22.5 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.

23. MISCELLANEOUS

23.1 Order Process. Customer may order Services by signing and submitting a service order, statement of work, or other transaction document that has been prepared by SIEMonster for Customer's signature. The transactions document becomes a binding legal commitment between the parties (an "**Order**") when Customer signs and submits the Order to SIEMonster. All products of the type contemplated by this MPA that SIEMonster provides to Customer are subject to the terms and conditions of this MPA even if the parties fail to enter into an Order.

23.2 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.

23.2 Order of Precedence. If there is a conflict between the terms of the Agreement, the documents will govern in the following order: the Order as to any matter that the General Terms or Product Specific Terms expressly permits to be controlled by a term of the Order, the applicable Product Specific Terms, any other exhibit to this MPA, and the General Terms.

23.3 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.

23.4 Amendments. Unless otherwise expressly permitted in the Agreement, the terms of an Order and this MPA 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.

23.5 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.

23.6 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.

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

[END]

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

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.