

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. Managed Services.** If the Order includes use as a “managed security services provider” or “MSSP” or “MSP” or like terminology, then Customer may use the Services to provide managed security services to its clients pursuant to a written subscription agreement signed by Customer and the Customer’s client (the “**MSP Client**”) that includes provisions that: (i) protect SIEMonster’s Confidential Information and rights in intellectual property at least to the same extent as the terms of this Agreement, (ii) limit the MSP Client’s remedies and damages claims for harm arising from the use of the Software and Services to the same extent or greater than the terms of this Agreement, (ii) disclaims warranties and liabilities to at least the same extent as this Agreement, and that (iii) expressly states that the MSP Client has no recourse or claim whatsoever against SIEMonster with respect to the Software or Support but shall look solely to the Customer (the “**MSP Client Agreement**”). On SIEMonster’s request, Customer shall provide its MSP Client Agreement to SIEMonster for review and will make changes requested by SIEMonster as necessary to comply with this Section. Customer shall interact with the MSP Client in regard to all Support issues and shall not refer the MSP Client to SIEMonster for technical assistance or other Support unless otherwise expressly agreed in advance in writing. On SIEMonster’s request, Customer shall report the names and geographic locations of each MSP Client and any other information that SIEMonster may reasonably request in connection with the use authorized under this Section.
- 4. 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.

5. **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.
6. **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.
7. **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**").
8. **Service Level Agreement.** SIEMonster provides SIEM as a Service with an SLA of 99.9%
Maximum Available Minutes: is the total accumulated minutes during a billing month for Internet facing access to the customers SIEM portal.

Downtime: the total accumulated minutes that are part of Maximum Available Minutes that have no External Connectivity.

Monthly Uptime Percentage: the Monthly Uptime Percentage is calculated using the following formula:

$$(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$$

Service Credit: Monthly uptime Percentage <99.9% = 10% Service Credit applied for applied month.

End of Exhibit B