

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. 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 Software and Support 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 may install the Software on equipment owned and operated by the MSP Client provided that Customer retains administrative control of the Software. Customer may install and use the Software on a Customer controlled cloud environment and provide the managed services as a cloud offering. 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 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 applicable Order and related licenses 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.

5. **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.
6. **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.
7. **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 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.
8. **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