



ALERT LOGIC, INC.

## END USER MASTER SERVICES AGREEMENT FOR CENTURYLINK MARKETPLACE CUSTOMERS

THIS MASTER SERVICES AGREEMENT (the "MSA" or the "Agreement") is the terms and conditions governing the delivery of "Services" (defined in Section 2 below) between Alert Logic, Inc. ("Alert Logic") or one of Alert Logic's Affiliates (as defined below) and end-user customer ("Customer") purchasing such Services through the CenturyLink Marketplace. "Customer" may include Customer's Affiliates approved by Alert Logic to receive Services under this MSA. Customer confirms that by purchasing Services, Customer has read and accepts this MSA as stated herein. CUSTOMER IS RESPONSIBLE FOR CAREFULLY READING THE TERMS OF THIS AGREEMENT BEFORE SIGNING AN ORDER FORM, CLICKING "ACCEPT" AND/OR ACCESSING OR USING ANY SERVICES OF ALERT LOGIC. BY (AS APPLICABLE) SIGNING A SERVICE ORDER, CLICKING "ACCEPT" AND/OR ACCESSING OR USING SUCH SERVICES, CUSTOMER CONFIRMS THAT CUSTOMER HAS READ AND ACCEPTS THIS AGREEMENT. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS CUSTOMER MAY REFERENCE OR PROVIDE, ALERT LOGIC'S OFFER OR ACCEPTANCE (AS APPLICABLE) TO ENTER INTO AN AGREEMENT WITH CUSTOMER WITH RESPECT TO THE SERVICES IS EXPRESSLY LIMITED TO THIS AGREEMENT AND CONDITIONED ON CUSTOMER'S ASSENT HERETO. IF CUSTOMER ACCEPTS SERVICES PURSUANT TO AN ORDER FORM WHICH IS DESIGNATED AS A "PILOT PROGRAM", "BETA PROGRAM" OR "FREE SERVICES" SUCH SERVICES SHALL ALSO BE GOVERNED BY THIS AGREEMENT. As used herein, the term "Affiliates" with respect to a party means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such party.

### SECTION 1 INTRODUCTION

1.1 *Overview of MSA.* This MSA sets forth the terms and conditions of Alert Logic's delivery and Customer's receipt of any or all of the Services.

1.2 *Order Forms.* The specific Services to be provided under this MSA are identified and described in detail in one or more order forms or subscription quotes that (a) reference this MSA, (b) are submitted by Customer for Services offered by Alert Logic, and (c) are accepted by Alert Logic (each an "Order Form" and collectively, the "Order Forms"). An Order Form is considered accepted by Alert Logic when signed by Alert Logic, whether manually or electronically through an online document handling service. The MSA is incorporated into each Order Form, and each Order Form constitutes a separate order for Services.

1.3 *Definitions.* Capitalized terms used and not elsewhere defined in this MSA or the applicable Order Form, have the meanings given them in Schedule 1.1 to this MSA.

### SECTION 2 DELIVERY OF SERVICES AND TERM

#### 2.1 *Services.*

(a) *General.* By submitting an Order Form, Customer agrees to take and pay for, and, by accepting the Order Form, Alert Logic agrees to provide, the Services during the applicable Service Term. The Service Commencement Date for Services is the earlier of (i) the date on which Alert Logic has established communication with the contracted Customer network environment or device(s); or (ii) the date forty-five (45) days from the date of the applicable Order Form, unless Service Commencement Date is defined otherwise on the Order Form; provided that, if the Order Form is for an increase in consumption of Services already being provided to Customer (i.e., no additional Hardware is being provided to Customer and no change in Customer network environment is required to implement the increase in consumption of Services), the Service Commencement Date regarding such Order Form is the date of the applicable Order Form.

#### (b) *Alert Logic Responsibilities.*

(i) *Services Not Requiring Hardware.* Upon Alert Logic's acceptance of an Order Form for Services not requiring Hardware, Alert Logic will provide a means for the Customer to directly activate the Service or will deliver to the email address specified by Customer on the Order Form a link for purposes of enabling Customer to activate the Service ("*Activation Link*").

(ii) *Services Requiring Hardware.* Upon Alert Logic's acceptance of an Order Form for Services requiring Hardware, Alert-Logic will deliver the applicable Hardware to Customer at the address specified by Customer on the Order Form. The Hardware is loaned, not sold, to Customer, for use solely during the applicable Service Term for the purpose of enabling the Services, and remains the property of Alert Logic at all times.

#### (c) *Customer Responsibilities.*

(i) *Provisioning.* Customer will ensure (A) knowledgeable Customer personnel are available to assist with the provisioning of Services; and (B) information provided by Customer to Alert Logic regarding Customer systems is accurate and complete.

(ii) *Alert Logic Assistance.* When requesting Alert Logic assistance regarding Services under this Agreement, Customer agrees to: (A) follow Alert Logic's procedures when requesting Services; (B) provide Alert Logic reasonable access to knowledgeable personnel to answer questions or resolve problems reported by Customer regarding the Services; (C) promptly implement all updates and error corrections provided by Alert Logic under this Agreement; and (D) maintain Alert Logic supported versions of required third party hardware and software, if any.

(iii) **Contact People.** Customer shall designate certain individuals (the “*Customer Contacts*”) within Customer’s organization to serve as contacts between Customer and Alert Logic, and shall keep Alert Logic informed as to any changes in the names or contact information for the Customer Contacts. These Customer Contacts shall have been adequately trained on the Services and shall have technical expertise, training and experience to discuss the Services.

(d) **Pilot Programs, Beta Services or Free Trials.** If Customer registers on Alert Logic’s website or enters into an Order Form for Services which are designated as either “Pilot Program,” “Beta Services” or “Free Trial,” (collectively, “*Free Trial*”) Alert Logic will make such Services available to Customer on a trial basis free of charge until the end of the free period designated on the Order Form or on the website. Additional trial terms and conditions may appear on the registration web page or Order Form. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA ENTERED INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER DURING THE FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT ITS DATA, AS APPLICABLE, BEFORE THE END OF THE TRIAL PERIOD OR SUCH DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, DURING A FREE TRIAL (I) SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY OR LIABILITY OF ALERT LOGIC AND (II) THE SERVICE LEVEL AGREEMENT IN SCHEDULE 1.2 HEREOF DOES NOT APPLY TO FREE TRIAL SERVICES.

## 2.2 *Term of Services.*

(a) **Service Term.** The term for each Service ordered under an Order Form commences on the Service Commencement Date and unless terminated earlier in accordance with this MSA or the applicable Order Form, continues for the Initial Term which shall be month to month unless otherwise agreed to by the parties or the Renewal Term, as applicable.

EACH RECURRING SERVICE RENEWS AUTOMATICALLY FOR ADDITIONAL TERMS EQUAL TO THE LENGTH OF THE INITIAL TERM (EACH A “*RENEWAL TERM*”) UNLESS CUSTOMER NOTIFIES ALERT LOGIC IN WRITING NO LESS THAN SIXTY (60) DAYS PRIOR TO THE END OF THE INITIAL TERM OR A RENEWAL TERM, AS APPLICABLE, THAT IT HAS ELECTED TO TERMINATE SUCH SERVICE, IN WHICH CASE SUCH SERVICE SHALL TERMINATE AT THE END OF THE THEN-CURRENT SERVICE TERM.

## SECTION 3 PAYMENT TERMS FOR FEES AND EXPENSES

### 3.1 *Fees and Expenses.*

(a) **Recurring Services (other than Cloud Insight on a stand-alone basis).** Customer will pay all fees and expenses due for Recurring Services in accordance with the prices and terms set forth in the Order Form. Recurring Services are billed on a calendar month basis, and unless otherwise set forth in the applicable Order Form, Customer will commence paying for Recurring Services upon the Service Commencement Date. In the case of flat monthly fee billing, if the Service Commencement Date occurs on any day of the month other than the first calendar day of the month, Customer will be billed for the pro rata amount due for that month’s monthly charges for Recurring Services. Customer is obligated to pay for each Recurring Service throughout the duration of the Initial Term and any Renewal Term subject to Section 10.3 of this MSA. All payment obligations are non-cancelable and all amounts paid are nonrefundable. Unless otherwise specified in the Order Form, the prices set forth in the Order Form will remain in effect during the Initial Term for such Order Form and any Renewal Term, except that Alert Logic reserves the right to change the terms or increase the prices it charges Customer for the Recurring Services for any Renewal Term by providing thirty (30) days written notice to Customer prior to the commencement of the applicable Renewal Term.

(b) **Cloud Insight Services on a Stand-Alone Basis.** Customer shall be billed a monthly cost for the allotment of Monthly Aggregate Instances ordered as set forth in the applicable Order Form and unless otherwise set forth in the applicable Order Form, Customer will commence billing for Cloud Insight Services upon the Service Commencement Date. If the Service Commencement Date occurs on any day of the month other than the first calendar day of the month, Customer will be billed for the pro rata amount due for that month’s monthly charges for Cloud Insight Services and for that month Customer will have a pro rata allotment of Monthly Aggregate Instances. “*Monthly Aggregate Instances*” are defined and calculated as the sum of the maximum number of concurrent in-scope instances for each day of the applicable month. For example, if Customer has 200 instances during most of a particular day and increases to 250 instances at any time during that particular day, the draw for that day against the allotment of Monthly Aggregate Instances will be 250. If the quantity of Monthly Aggregate Instances exceeds the allotment indicated in the applicable Order Form (or the pro rata allotment in the first month of Cloud Insight Services), additional concurrent in-scope instances for each day remaining in the applicable month will be charged the Cloud Insight Daily Overage rate per instance per day. The Cloud Insight Daily Overage Rate will be \$1.00, unless otherwise set forth in the applicable Order Form. As an example, if the Cloud Insight Daily Overage Rate is \$1.00, and Customer uses up all of its Monthly Aggregate Instances on the next to last day of the month, and on the last day of the month has a maximum of 250 concurrent in-scope instances, the Customer will be charged \$250 as an overage fee for that month. For billing purposes, a day is from midnight to midnight UTC.

(c) **Security Vulnerability Services.** As part of the Services provided to Customers, Alert Logic may use various vulnerability testing methods to evaluate the security of Customer’s systems. Alert Logic is hereby authorized to perform security vulnerability assessment on Customer’s systems. Alert Logic will take commercially reasonable precautions to avoid negative impact to Customer’s systems from any security vulnerability assessment, however; Alert Logic cannot guarantee that adverse consequences will not result from security vulnerability assessment

activity. Alert Logic's performing security vulnerability assessment services on Customer's systems does not constitute a representation or warranty that Customer's systems are secure from every form of attack.

(d) *Custom Services.* Customer will pay all fees and expenses due for Custom Services (as defined in Section 4.2(c) of the MSA) in accordance with the prices and terms set forth in the applicable Statement of Work.

(e) *Ordering with Local Affiliates.* In the event that a Customer Affiliate with a location outside of the United States is purchasing Services under this MSA ("Customer International Affiliate"), such Customer International Affiliate shall enter into a Service Order and/or Statement of Work directly with the Alert Logic Affiliate local entity ("Alert Logic Local Entity") for such Services. The Alert Logic Local Entity shall invoice the Customer International Affiliate, per the billing address provided by the Customer in the applicable local currency and the Customer International Affiliate shall make payments directly to the Alert Logic Local Entity. All references herein to Alert Logic and Customer shall be deemed to be references to Alert Logic Local Entity and Customer International Affiliate, respectively. The terms and conditions of this MSA shall be incorporated by reference into the applicable Service Order and/or Statement of Work by and between the Customer International Affiliate and the Alert Logic Local Entity.

(f) *Billing for Tier.* Customer shall be billed for the entire number of devices in the tier being purchased (as outlined in the applicable Order Form) upon the Service Commencement Date for the initial device. If there are any devices remaining to be integrated thereafter, Customer shall be responsible for initiating the integration of such devices via the Alert Logic network portal or through the Alert Logic customer service desk.

(g) *Usage in Excess of Tier.* In the event Customer utilizes Recurring Services in excess of the tier entitlement identified on the Order Form and does not bring usage within the entitlement identified on the Order Form within thirty (30) days and remain within its entitlement for the following sixty (60) days, Customer will be billed an overage charge for such excess usage (from the first month of excess usage) during the at the end of the month of service during which the Customer's excess usage is determined to have not been brought back to the entitlement level. If the Order Form does not specify the rates for excess usage, the per-unit rate for the contracted Recurring Services will be equal to the then-current list price for the contracted Recurring Services plus ten percent (10%).

3.2 *Payment Terms.* Upon signing of an Order Form for Recurring Services, Customer will be billed an amount equal to all non-recurring charges indicated in the Order Form, including third party services. Customer's execution and return of applicable Order Form to Alert Logic, whether by electronic method or otherwise, without designating a purchase order number shall be deemed an acknowledgement that no purchase order number is required for payment of invoices hereunder. Additionally, terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may provide to Alert Logic or use in connection with the procurement of Services from Alert Logic will have no effect on the rights, duties or obligations of the parties hereunder, regardless of any failure of Alert Logic to object to such terms, provisions or conditions. Monthly charges for Recurring Services will be billed in advance of the Recurring Services and payments for Recurring Services will be due in advance of service (on the first day of service for that period – typically, the first day of the month). All other charges for Services received and expenses incurred during a month (e.g., usage-based billing and charges for usage in excess of the tier entitlement) will be billed at the end of the month in which the Services were provided. Payment for all fees and expenses is due upon receipt of each Alert Logic invoice. All payments will be made in the United States in U.S. dollars in the amounts as indicated on the invoice.

3.3 *Late Payments.* Any undisputed payment or incorrectly disputed payment not received by the thirtieth (30<sup>th</sup>) day following the invoice date (or, in the case of incorrectly disputed payments, not received by the thirtieth (30<sup>th</sup>) day following Alert Logic's response to such dispute (assuming such dispute occurs within 30 days of receipt of the invoice)) will accrue interest at a rate of one and one-half percent (1 ½%) per month from the invoice date, or the highest rate allowed by applicable law, whichever is lower. Alert Logic retains the right to impose the interest charges set forth above on any invoice which is delinquent regardless of whether or not past due invoices have been sent without such interest charges included. If Customer is delinquent in its payments, Alert Logic has the right, upon written notice to Customer, to modify the payment terms to require full payment before the delivery of Services or require other assurances to secure Customer's payment obligations under this MSA. If Customer has provided Alert Logic with bank account ACH payment access, Customer agrees that Alert Logic may pay for Customer's unpaid fees for invoices that have not been paid (or disputed) by the thirtieth (30<sup>th</sup>) day following the invoice date through an ACH payment. If Customer is more than 30 days delinquent in payment for services, Alert Logic has the additional right to suspend or terminate any and all Services.

3.4 *Payment Disputes.* If Customer in good faith disputes a portion of any invoice, Customer will complete a Billing Dispute Form within 30 days of receiving an invoice containing a disputed charge, a form of which may be obtained from Alert Logic upon request. Such form will be submitted to Alert Logic via email to [AR@alertlogic.com](mailto:AR@alertlogic.com). Alert Logic will promptly work to reconcile any submitted disputes. Customer is obligated to pay all non-disputed items when due, regardless of whether an invoice contains disputed charges. If Customer does not dispute an invoice within 30 days of receipt of such invoice, Customer forfeits any further right to dispute such invoice.

3.5 *Taxes.* All fees for Services are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the transaction or the delivery of Services, all of which Customer will be responsible for and will pay in full, except for taxes based on Alert Logic's net income.

## SECTION 4 – CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; OWNERSHIP; LICENSE GRANTS

### 4.1 *Confidential Information.*

(a) *Nondisclosure of Confidential Information.* Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that (i) is marked or designated as confidential or (ii) under the circumstances of its disclosure, a reasonable person should consider to be confidential. Confidential Information of Alert Logic includes, but is not limited to, Alert Logic Technology, the terms and conditions of this MSA and all Order Forms and

Statements of Work, and all other documents incorporated by reference into this MSA, Order Form or a Statement of Work. Confidential Information of Customer includes Customer Technology as well as customer data received in the performance of Alert Logic's Services. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this MSA, nor disclose to any third party (except (i) as required by law subject to compliance with Section 4.1(c) or (ii) to that party's attorneys, accountants and other advisors as reasonably necessary, provided that such third parties are subject to obligations of confidentiality and non-disclosure no less restrictive than those obligations set forth in this MSA), any of the other party's Confidential Information. Each party also agrees that it will take reasonable precautions to protect the confidentiality of the other party's Confidential Information, which precautions will be at least as stringent as a party takes to protect its own Confidential Information.

(b) *Exceptions.* Confidential Information does not include information that: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this MSA by the receiving party; or (iv) is independently developed by the receiving party.

(c) *Disclosures Required By Law.* If the receiving party or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information of the disclosing party, the receiving party shall not disclose the Confidential Information without providing the disclosing party at least twenty-four (24) hours prior written notice of any such request or requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this MSA. Notwithstanding the foregoing, the receiving party shall exercise reasonable efforts to preserve the confidentiality of the Confidential Information including by cooperating with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by the applicable tribunal.

#### 4.2 Intellectual Property.

(a) *Ownership.* Except for the rights expressly granted in this MSA, this MSA does not transfer from Alert Logic to Customer any Alert Logic Technology, and all right, title and interest in and to Alert Logic Technology remains solely with Alert Logic. Except for the rights expressly granted in this MSA, this MSA does not transfer from Customer to Alert Logic any Customer Technology, and all right, title and interest in and to Customer Technology remains solely with Customer. Each of Alert Logic and Customer agree that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

(b) *General Skills and Knowledge.* Notwithstanding anything to the contrary in this MSA, Alert Logic will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Alert Logic.

(c) *Customized Work Owned by Alert Logic.* Customer hereby acknowledges and agrees that, from time to time, whether specifically described in an Order Form or otherwise provided to Customer, Alert Logic may provide customized services to Customer, including but not limited to writing "scripts" or building "parsers" or reports, which may or may not be specifically designed for Customer's environment, business or information technology processes ("*Custom Integration Work*"). Customer hereby acknowledges and agrees that all Custom Integration Work remains the property of Alert Logic (and thereby included in the definition of "Alert Logic Technology"), whether provided solely by Alert Logic personnel or with participation by Customer personnel. Alert Logic shall own and be permitted to use any such work in its business, including but not limited to providing such Custom Integration Work to other customers of Alert Logic. Any custom services other than Custom Integration Work ("*Custom Services*") will be pursuant to a statement of work that references this Agreement and is signed by Customer and Alert Logic ("*Statement of Work*"), and which will specify the pricing and billing instructions for such Custom Services.

(d) *Open Source Software.* Alert Logic's products and Service solutions may include certain open source security management tools, utilities and other software. Such open source software is free software that may be distributed or modified under the terms of their relevant license. Alert Logic hereby disclaims all copyright interest in such open source components. Any fees paid by Customer to Alert Logic are for Alert Logic's proprietary software only, and not for any open source components of the software. Any license associated with an open source component applies only to that open source component and not to Alert Logic's proprietary software or any other third-party licensed software.

#### 4.3 Access Rights.

(a) *General.* Subject to the terms of this MSA and to the extent required to receive the Recurring Services during the applicable Service Term, Alert Logic hereby grants to Customer a non-transferable, non-exclusive, limited license for Customer's employees (each referred to herein as a "User") to access and use the applicable Recurring Services (and Alert Logic Technology made available therein) solely for Customer's internal business use.

(b) *User Identifications and Passwords.* Each User may be provided with a specific user identification and password combination solely for the use by such User of the applicable Recurring Service and Alert Logic Technology. Customer and each User will: (i) be responsible for the security and/or use of his or her user identification and password; (ii) not disclose such user identification and password to any third person or entity; and (iii) not permit any other person or entity to use his or her user identification and password. Customer will be responsible for: (i) advising each User of his or her obligations under this MSA and of the restrictions set forth in this MSA; and (ii) each User's use of his or her user identification and password, the Recurring Services and Alert Logic Technology, including, without limitation, failure to comply with the terms of this MSA (including but not limited to any Order Form) or any of Alert Logic's other policies regarding use of any of the Recurring Services and Alert Logic Technology. Alert Logic reserves the right to deny or revoke access to any of the Recurring Services and Alert Logic Technology if Alert Logic

believes Customer and/or its Users are in breach of this MSA (including but not limited to any Order Form) or are otherwise engaged in unauthorized or unlawful use of any of the Recurring Services and Alert Logic Technology. Customer will be responsible solely for any damages to any of the Recurring Services and Alert Logic Technology caused by Customer and/or its Users.

(c) *Restrictions.* Customer agrees that Customer and its Users will not: (i) sell, lease, license or sublicense access to, or use of, any of the Recurring Services and Alert Logic Technology; (ii) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile any of the Recurring Services and Alert Logic Technology in any way for any reason; (iii) provide, disclose, divulge or make available to, or permit use of any of the Recurring Services and Alert Logic Technology by, any third party; (iv) copy or reproduce all or any part of the Recurring Services and Alert Logic Technology; (v) interfere with the Recurring Services in any way; (vi) engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the Recurring Services; or (vii) introduce into or transmit through any of the Recurring Services and Alert Logic Technology any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; or (viii) release to any third party the results of any evaluation of the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without the prior written approval of Alert Logic.

## SECTION 5 – ALERT LOGIC REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 *Authority and Performance.* Alert Logic represents and warrants that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate, or cause a breach of, any agreements between Customer and any third parties.

5.2 *Hardware.* THE HARDWARE IS PROVIDED ON AN “AS IS/WHEREAS” BASIS. In the event the Hardware fails to operate substantially in accordance with its technical specifications and such failure causes a material adverse effect on Customer’s ability to use the Recurring Services, then Customer’s sole and exclusive remedy and Alert Logic’s sole and exclusive liability is for Customer to return the Hardware to Alert Logic and for Alert Logic to provide replacement Hardware. In the event the Hardware fails to operate due to misuse, negligence or damages caused while in the possession of Customer, the Customer will be responsible for all replacement costs (including shipping and handling fees).

5.3 *Viruses.* Alert Logic will take commercially reasonable actions and precautions to screen for the introduction of viruses and similar programs designed to impede or harm use of the systems used by Alert Logic to provide the Services. In the event viruses or such similar programs are identified, Alert Logic will take commercially reasonable actions to eliminate and reduce the adverse effects of such viruses or programs on Customer’s use of the Services. The foregoing are Customer’s sole and exclusive remedies and Alert Logic’s sole and exclusive liability for any breach of this Section 5.3.

5.4 *No Other Warranty.* EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SERVICES AND ALERT LOGIC TECHNOLOGY ARE PROVIDED “AS IS” AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO ACCURACY, FUNCTIONALITY, PERFORMANCE, MERCHANTABILITY OR NON-INFRINGEMENT. ALERT LOGIC AND ITS THIRD PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ALERT LOGIC AND ITS THIRD PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, COMPLETENESS, SEQUENCE, TIMELINESS OR AVAILABILITY OF THE SERVICES OR ALERT LOGIC TECHNOLOGY. NO SALES PERSONNEL, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ALERT LOGIC OR ANY THIRD PARTY ARE AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR COVENANT ON BEHALF OF ALERT LOGIC OR ANY OF ITS THIRD PARTY LICENSORS. ACCORDINGLY, ADDITIONAL ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHOULD NOT BE RELIED UPON AND ARE NOT PART OF THIS AGREEMENT. NEITHER ALERT LOGIC NOR ANY OF ITS AFFILIATES OR THIRD PARTY LICENSORS REPRESENT OR WARRANT THAT THE SERVICES OR ALERT LOGIC TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES OR ALERT LOGIC TECHNOLOGY IS AT CUSTOMER’S SOLE RISK AND THAT ALERT LOGIC AND ITS THIRD PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION OF SERVICES, DELAYS OR ERRORS CAUSED BY ANY TRANSMISSION OR DELIVERY OF THE SERVICES, DATA OR ANY OTHER INFORMATION OR CAUSED BY ANY COMMUNICATIONS SERVICE PROVIDERS. DEPLOYMENT OF ALERT LOGIC SERVICES IN A CUSTOMER NETWORK DOES NOT ACHIEVE THE IMPOSSIBLE GOAL OF RISK ELIMINATION, AND THEREFORE, ALERT LOGIC MAKES NO GUARANTEE THAT INTRUSIONS, COMPROMISES, OR ANY OTHER UNAUTHORIZED ACTIVITY WILL NOT OCCUR ON A CUSTOMER NETWORK. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION AND NON-RENEWAL OF THE MSA.

5.5 *Disclaimer of Actions Caused by or Under the Control of Third Parties.* ALERT LOGIC DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ALERT LOGIC’S DATA CENTERS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S OR ALERT LOGIC’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH ALERT LOGIC WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, ALERT LOGIC CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, ALERT LOGIC DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

5.6 *Disclaimer with Regard to Certain Data.* Alert Logic has implemented a variety of security measures for the purpose of maintaining reasonable safety of customer data which is sent to Alert Logic for processing and storage. However, Alert Logic does not interpret or segment data based upon its contents as a component of the Services it provides to Customer. As a result Customer must be aware of all data that it chooses to send to Alert Logic for processing. As Customer is responsible for the information which is sent to Alert Logic, Customer is responsible for ensuring that any data which should be protected or restricted on a need to know basis such as payment card information (“*PCI*”) or protected health

information (“PHI”, as defined under the Health Insurance Portability and Accountability Act of 1996 “HIPAA”), cardholder data (as defined by the PCI Security Council), classified government information or private individual data should not be sent to Alert Logic or specifically should not be transmitted outside of Customer’s network perimeter. Any data which is sent to Alert Logic is considered data which does not require additional security measures or segmentation based upon its contents. If Customer elects to send this data to Alert Logic, Customer will indemnify and hold Alert Logic harmless for any additional requirements that may be required to protect that data in addition to the security measures that Alert Logic applies to all customer data to validate that it is secured and maintained with data security standards. In any instances where the aforementioned data is discovered by Alert Logic personnel when performing their services to Customer, (i) Alert Logic will make a reasonable effort to contact the client to notify Customer that the aforementioned data has been sent to Alert Logic; (ii) Alert Logic will make reasonable effort to develop with Customer a mutually agreeable remediation plan to ensure that additional sensitive data is not sent to Alert Logic in an ongoing basis; and (iii) Alert Logic will mask or purge the sensitive data from the record and inform the client contact that the data has been removed from the Alert Logic systems. Alert Logic reserves the right to bill Customer (and Customer agrees to pay Alert Logic) for additional work performed by Alert Logic which is necessary or reasonable in Alert Logic’s discretion to manage Customer’s sensitive data as described in this Section 5.6.

## SECTION 6 – CUSTOMER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

**6.1 Authority and Performance; No Third Party Beneficiaries.** Customer represents and warrants that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA (and to permit Alert Logic to perform the Services), (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate, or cause a breach of, any agreements between Customer and any third parties and (iii) no consent of any third party shall be required for Customer to receive the Services.

In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Alert Logic will have the right, in its sole reasonable discretion, to suspend immediately any Services if deemed reasonably necessary by Alert Logic to prevent any harm to Alert Logic and its business. Alert Logic will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, Alert Logic will promptly restore the Services.

**6.2 Hardware.** If Customer is using Hardware, Customer will maintain and protect the Hardware in good working condition with the exception of any reasonable wear and tear. Customer will not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or copy the Hardware (including any software or firmware that is part of, incorporated into or running on the Hardware). Customer assumes all risk of, loss, damage, theft, or destruction of the Hardware while it is in the Customer’s possession or control or that of its agents, including any carrier (except any carrier transporting the Hardware from the possession of Alert Logic to Customer), and Customer will reimburse Alert Logic for any costs of necessary repair or replacement (including shipping costs). Customer has no right to sell, give away, transfer, pledge or mortgage the Hardware. Customer will keep the Hardware free of all security interests, liens, and other encumbrances.

## SECTION 7 – INSURANCE

**7.1 Alert Logic Minimum Levels.** Alert Logic agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than US\$2 million per occurrence for bodily injury and property damage, combined single limit and (ii) workers' compensation insurance in an amount not less than that required by applicable law. In addition, Alert Logic will maintain an umbrella policy in an amount not less than US\$5 million.

## SECTION 8 – LIMITATIONS OF LIABILITY

**8.1 Consequential Damages Waiver; Limitation of Liability.** Except for a party’s breach of Section 4.1 (“Confidential Information”) of this MSA or actual fees owing as a result of nonpayment by Customer (not other consequential damages resulting from such nonpayment), in no event will either party be liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability, breach of contract, breach of warranty, acts and omissions of the party claiming damages or the party from whom damages are sought or otherwise. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against Alert Logic. The maximum total liability of Alert Logic to Customer for any performance or non-performance of this MSA shall be limited as follows: (i) for recurring services, to the total fees paid to Alert Logic by Customer in the one year period preceding the date upon which any such claim first accrued; and (ii) with respect to Custom Services, the fees paid to Alert Logic by Customer for the custom services under the affected order form if a one-time engagement or if for customized recurring services, to the total fees paid to Alert Logic by Customer in the one year period preceding the date upon which any such claim first accrued.

**8.2 Basis of the Bargain; Failure of Essential Purpose.** The parties agree that the limitations and exclusions of liability and disclaimers specified in this MSA represent the parties’ agreement as to the allocation of risk between the parties in connection with Alert Logic’s obligations under this MSA, and that such limitations, exclusions and disclaimers will survive and apply even if found to have failed of their essential purpose. The parties acknowledge that Alert Logic has set its prices and entered into this MSA in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this MSA, and that the same form an essential basis of the bargain between the parties.

## SECTION 9 – INDEMNIFICATION

**9.1 Mutual Indemnification.** Subject to any limitations set forth in this Agreement, each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, “Losses”) resulting from any claim, suit, action, or proceeding brought by any third party (each, an “Action”) against the other or its affiliates alleging damages caused by the gross negligence or willful misconduct of the indemnifying party.

**9.2 Alert Logic IP Infringement Indemnification.** Alert Logic shall defend Customer (at Alert Logic's expense) against any Action against Customer or any of its affiliates ("affiliates" being defined as entities that control, are controlled by, or are under common control with, Customer) alleging that the Alert Logic Technology, or any part thereof, or the use thereof, infringe upon a copyright, United States patent published as of the date this MSA is signed by the parties hereto or trade secret of such third party. Alert Logic shall pay any damages finally awarded to such third party by a court of competent jurisdiction resulting from such claim or suit. If the Alert Logic Technology, or any part thereof, are held to infringe a copyright or United States patent published as of the date this MSA is signed by the parties hereto, or result from the misappropriation of a trade secret, or in Alert Logic 's sole discretion, are likely to infringe a copyright or United States patent published as of the date this MSA is signed by the parties hereto or resulted from the misappropriation of a trade secret, Alert Logic (at Alert Logic 's sole option) shall (a) procure for Customer the right to continue using the Alert Logic Technology; (b) replace or modify the Alert Logic Technology with technology having substantially similar functionality; or (c) refund to Customer the unearned portion of any fee paid by Customer for use of the Alert Logic Technology through the Services, provided that Customer's use of the Services (and the Alert Logic Technology) is terminated. Alert Logic will have no responsibility under this Section to the extent the Action arises from: (i) modification of the Alert Logic Technology not carried out by Alert Logic or at its direction; (ii) Customer's failure to install an enhancement provided at no additional charge that would have avoided the alleged infringement; (iii) failure to use the Alert Logic Technology in accordance with the documentation; or (iv) combination of the Alert Logic Technology with technology not provided, authorized or recommended by Alert Logic in writing, unless the Alert Logic Technology were designed to be used in such combination.

**9.3 Indemnification by Customer.** Customer agrees to indemnify, defend, and hold Alert Logic harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, arising from any and all third party claims brought against Alert Logic that arise out of the scanning, testing and/or evaluation of incorrect or unauthorized IP Addresses that are provided by Customer.

**9.4 Indemnification Procedures.** Each party's obligations under this Section 9 shall arise only if: (a) the party seeking to be indemnified (the "Indemnified Party") promptly notifies the other party (the "Indemnifying Party") in writing of any such Action, provided that any delay shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it was prejudiced by the delay; (b) the Indemnifying Party has sole control of the defense and settlement of such Action, provided that the Indemnifying Party shall not enter into any settlement, without the Indemnified Party's prior written consent, that would require the Indemnified Party to take any action, or refrain from taking any action, other than permitting the Indemnifying Party to pay money damages on the Indemnified Party's behalf; and (c) the Indemnified Party fully cooperates with the Indemnifying Party.

## SECTION 10 – TERMINATION

**10.1 Termination For Cause.** Either party may terminate this an Order Form, effective as of the date specified in written notice of termination provided to the other party, if: (i) the other party breaches any material term or condition of this MSA or the applicable Order Form and fails to cure such breach within thirty (30) business days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from Alert Logic; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. For the avoidance of doubt, the failure to cure the breach of a material term or condition of an Order Form may allow a party to terminate that specific Order Form; but all remaining Order Forms shall remain in full force and effect.

**10.2 Effect of Termination.** Upon the effective date of expiration and non-renewal or termination of this MSA or the applicable Order Form (the "Date of Termination"):

(a) Alert Logic will cease immediately providing the terminated Services, and Customer's access to, and use of, the terminated Services will cease immediately;

(b) any and all payment obligations of Customer under this MSA for the terminated Services will immediately become due (including payment for the remainder of the Service Term as liquidated damages), except that in the event of termination by Customer pursuant to Section 10.1 or termination by Alert Logic pursuant to Section 9.2 of the MSA, Customer will pay for the applicable Services through the date of termination;

(c) within thirty (30) days following written request following such termination, each party will return or destroy all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirements and with respect to data received in the performance of Alert Logic's Services, such data will be destroyed in accordance with Alert Logic's standard policies. Customer will return to Alert Logic any Hardware or other Alert Logic Technology provided to Customer; and

(d) If Customer requests the physical return of data received in the performance of Alert Logic's Services, Customer will first pay Alert Logic all expenses incurred by Alert Logic to return Customer's Confidential Information, including, but not limited to, labor costs and the cost of storage media.

(e) Customer's final invoice after the Date of Termination will include a charge of \$500 for each physical appliance in the possession of Customer used for terminated Services ("Return Hardware"). Upon return of the Return Hardware within fifteen (15) days after the Date of Termination, Customer's account will be credited for returned appliances in the amount of \$500 for each physical appliance. If Customer has provided Alert Logic with bank account ACH payment access, Customer agrees that Alert Logic may charge Customer the fees for Return Hardware through ACH payment.



10.3 *Survival*. The following provisions will survive any expiration, cancellation or termination of this MSA: Sections 3, 4.1, 4.2, 5.2, 8, 9, 10 and 11 (excluding Section 11.2).

#### SECTION 11 – MISCELLANEOUS PROVISIONS

11.1 *Force Majeure*. Neither party will be liable for any failure or delay in its performance under this MSA due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, third-party discontinuation or removal from production of application interface protocols (“*APIs*”) used for Services, or failure of the Internet (each a “*Force Majeure Event*”), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Customer is unable to pay for Services for fifteen (15) business days, Alert Logic may terminate the applicable Order Form. If Alert Logic is unable to provide Services for a period of thirty (30) consecutive days as a result of a continuing Force Majeure Event, Customer may cancel the Services and this MSA on written notice to Alert Logic. Such termination will be effective on the date specified in the written notice.

11.2 *Marketing*. Customer agrees that during the term of this MSA, Alert Logic may publicly refer to Customer, orally and in writing, as a customer of Alert Logic. Any other reference to Customer by Alert Logic in press releases requires the written consent of Customer.

11.3 *Government Regulations*. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this MSA without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

11.4 *Non-Solicitation*. During the Term of this MSA and continuing through the first anniversary of the expiration and non-renewal or termination of this MSA, Alert Logic and Customer agree that it will not, and will ensure that its Affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Customer or Alert Logic or contracted by such parties (“*Employees*”) to provide Services to Alert Logic or Customer. An Employee shall be deemed covered by this Section while so employed and for a period of six (6) months thereafter.

11.5 *No Third Party Beneficiaries*. Alert Logic and Customer agree that, except as otherwise expressly provided in this MSA, there shall be no third party beneficiaries to this MSA, including but not limited to the insurance providers for either party or the customers of Customer.

11.6 *Governing Law; Jurisdiction*. This MSA and the rights and obligations of the parties created hereby will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of law rules and specifically excluding from application to this MSA that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this MSA or the Services provided hereunder. Failing that, if any action is brought whatsoever related to this MSA or the Services, jurisdiction and venue shall lie exclusively in the federal and state courts sitting in Harris County, Texas.

11.7 *Severability*. If any provision of this MSA or an Order Form is determined to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of this MSA or the affected Order Form will continue in full force and effect insofar as it remains a workable instrument to accomplish the original intent and purposes of the parties, and, if possible, the parties will replace the severed provision with a provision that reflects the intention of the parties with respect to the severed provision but that will be valid and enforceable.

11.8 *Waiver*. A delay or omission by either party hereto to exercise any right or power under this MSA or an Order Form shall not be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. All waivers shall be in writing and signed by the party waiving its rights.

11.9 *Assignment*. Customer may assign this MSA in whole (and not in part) only as part of a corporate reorganization, consolidation, merger, sale of all or substantially all of its assets, or transaction or series of related transactions that results in the transfer of fifty percent (50%) or more of the outstanding voting power of Customer, provided that the assignee agrees to be bound by the terms and conditions of this MSA (including but not limited to all Order Forms) and the assignor remains liable for the obligations of the assignee). Customer may not otherwise assign its rights or delegate its duties under this MSA either in whole or in part without the prior written consent of Alert Logic, and any attempted assignment or delegation without such consent will be void. Alert Logic may assign this MSA in whole or part. Alert Logic also may delegate the performance of certain Services to third parties, including but not limited to Alert Logic’s wholly owned subsidiaries, provided Alert Logic controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services. This MSA will bind and inure to the benefit of each party’s successors and permitted assigns.

11.10 *Notice*. Any notice or communication required or permitted to be given under this MSA may be delivered by hand, deposited with an overnight courier, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on the Order Form or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, faxed or sent, whichever is earlier.

11.11 *Relationship of Parties*. Alert Logic and Customer are independent contractors and this MSA will not establish any relationship of partnership, joint venture, employment, franchise or agency between Alert Logic and Customer. Neither Alert Logic nor Customer will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent, except as otherwise expressly provided in this MSA.



11.12 *Section Headings; Pronouns; Plural and Singular.* The article and section headings in this MSA are for reference purposes only and shall not affect the meaning or interpretation of this MSA. References in this MSA to a designated “Article” or “Section” refer to an Article or Section of this MSA unless otherwise specifically indicated. All pronouns used in this MSA shall be construed as including both genders and the neuter. All capitalized defined terms used in this MSA are equally applicable to their singular and plural forms.

11.13 *Entire Agreement.* This MSA and all documents incorporated into this MSA by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all of the prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter of this MSA. Each Order Form (including those governing a Statement of Work) constitutes a separate contract that incorporates this MSA and upon signing of each Order Form by the parties constitutes the entire agreement between the parties with respect to the subject matter of that Order Form, and supersedes all of the prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter of that Order Form. Any terms of a purchase order provided by Customer or other response by Customer shall be deemed objected to by Alert Logic without need of further notice of objection, and shall be of no effect or in any way binding upon Alert Logic.

11.14 *Counterparts; Electronically Transmitted Documents and Signatures.* This MSA may be executed in one or more counterparts, each of which are deemed an original and all of which together constitute one and the same instrument, it being understood that the parties need not sign the same counterpart. A manual signature on this MSA, which image is transmitted electronically, will constitute an original signature for all purposes. The delivery of this MSA, including signature pages, by any electronic means intended to preserve the original graphic and pictorial appearance of a document, including sending in portable document format (PDF) will have the same effect as physical delivery of the paper document bearing the original signature.

11.15 *Amendments.* This MSA and any Order Form may be amended, modified, supplemented or changed only by a written document signed by authorized representatives of Alert Logic and Customer.

11.16 *Interpretation of Conflicting Terms.* In the event of a conflict between or among the terms in this MSA or any Order Form, the terms of the Order Form control.

**ALERT LOGIC, INC.**  
**MASTER SERVICES AGREEMENT**  
**SCHEDULE 1.1 – DEFINITIONS**

The following defined terms are equally applicable in their singular and plural forms:

“Action” has the meaning set forth in Section 9.1 of this MSA.

“Activation Link” has the meaning set forth in Section 2.1(b)(i) of this MSA.

“Alert Logic Technology” means Alert Logic’s proprietary technology used by Alert Logic to provide the Services, including but not limited to, the Hardware, the software tools, scripts, parsers, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world.

“Chronic Problems” has the meaning set forth in Schedule 1.2 – Service Level Agreement of this MSA.

“Cloud Insight Daily Overage Rate” means \$1.00 unless otherwise provided in an applicable Order Form.

“Confidential Information” has the meaning set forth in Section 4.1(a) of this MSA.

“Custom Services” has the meaning set forth in Section 4.2(c) of this MSA.

“Custom Integration Work” has the meaning set forth in Section 4.2(c) of this MSA.

“Customer” has the meaning set forth in the introductory paragraph to this MSA.

“Customer Technology” means Customer’s proprietary technology, including Customer’s Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

“Force Majeure Event” has the meaning set forth in Section 11.1 of this MSA.

“Hardware” means any device provided by Alert Logic to Customer for use in connection with the Services.

“Indemnified Party” has the meaning set forth in Section 9.3 of this MSA.

“Indemnifying Party” has the meaning set forth in Section 9.3 of this MSA.

“Initial Term” means the minimum term for which Alert Logic will provide the Services to Customer, beginning on the Service Commencement Date as indicated on the applicable Order Form.

“Inline Device” means an Alert Logic device deployed in a way such that Customer production network traffic passes through the device for purpose of inspection or active blocking.

“Losses” has the meaning set forth in Section 9.1 of this MSA.

“Monthly Aggregate Instances” has the meaning set forth in Section 3.1(b) of this MSA.

“MSA” has the meaning set forth in the introductory paragraph hereof.

“Order Form” has the meaning set forth in Section 1.2 of this MSA.

“Recurring Services” means Services for which Alert Logic charges a recurring fee other than Cloud Insight or Custom Services.

“Renewal Term” has the meaning set forth in Section 2.2(b) of this MSA.

“Services” means the specific services provided by Alert Logic as described on the Order Form.

“Service Commencement Date” has the meaning set forth in Section 2.1(a) of this MSA.

“Service Term” means, with respect to each Order Form, the Initial Term and all Renewal Terms.

“Statement of Work” has the meaning set forth in Section 4.2(c) of this MSA.

“Tier” means the level of Services being purchased by Customer as set forth in the applicable Order Form.

“User” has the meaning set forth in Section 4.3(a) of this MSA.

The terms “written” and “in writing” mean anything reduced to a tangible form by a party, including a printed, photocopy, facsimile or hand written document, but excluding email or other electronic formats.

**ALERT LOGIC, INC.**

**MASTER SERVICES AGREEMENT**

**SCHEDULE 1.2 – SERVICE LEVEL AGREEMENT**

Service Warranties.

1. Service Level Warranty. Subject to the exceptions set forth herein, Alert Logic warrants that it will provide each Service at or above the service levels defined below (the “*Service Level Warranty*”):
- a) Alert Logic will provide 99.9% reliability for its hosted services. The 99.9% reliability is calculated by determining the total time in minutes for a month, subtracting all planned maintenance time, and then dividing all unplanned downtime of the hosted services by the remaining time. Alert Logic’s obligations under this MSA are in effect during all hours of operation, except during planned maintenance windows and any approved additional maintenance windows scheduled by Alert Logic.
  - b) Alert Logic will notify Customer at least 3 days in advance of any additional planned maintenance occurring outside of the standard maintenance window and make efforts to accommodate Customer’s needs regarding the additional maintenance requirement. Alert Logic will provide Customer as much notice as possible when unplanned (“*Emergency*”) maintenance occurs.
  - c) For Customers purchasing ActiveWatch, for all environments for which ActiveWatch services are deployed and properly configured (“*Protected Environments*”), Alert Logic will escalate detected security incidents for Protected Environments within 15 minutes of their occurrence. Alert Logic 15 minute incident SLA is measured from when Alert Logic identifies an incident to the time of initial escalation to the primary customer contact via automated system log, email, or phone call.
  - d) For Customers purchasing review services (e.g., LogReview), Alert Logic will (a) Review data for the prior day within 24 hours, (b) escalate potential security incidents to Customer upon detection and (c) maintain an audit trail of review activity on a daily basis that is accessible online.
  - e) Alert Logic will respond to properly submitted service requests within 2 hours of receipt and either resolve or escalate properly submitted service requests within 24 hours of receipt. Service requests must be submitted via web portal, e-mail or telephone.
  - f) Initial response time for support requests related to Inline Devices will be within 15 minutes. The Inline Devices must be online and accessible to Alert Logic for support to be provided. For support requests related to potential block events, Customer must provide Alert Logic with the Incident ID found on the blocking page of the Web Security Manager product.
  - g) Customer must provide up-to-date SSL certificates and keys in order for Alert Logic to tune or configure the Web Security Manager and Threat Manager products for monitoring and protection of HTTPS traffic.
  - h) For Web Security Manager, Log Manager or Threat Manager instances deployed on Customer hardware, Alert Logic will not be responsible for any hardware-related issues and if not deployed on minimum recommended hardware specifications, Alert Logic will not be responsible for supporting degradation of performance.

If Alert Logic Cloud Defender is fully provisioned to utilize Threat Manager, Log Manager and out-of-band Web Security Manager, Alert Logic warrants that it will provide Service at or above the service levels (i), (ii), (iii), (v), (vii) and (viii), defined above.

Reliability for Hosted Services	
Monthly Uptime Percentage	Service Credit Percentage (percentage applies to total monthly Services fee)
<99.9%	10%
<95%	25%

ActiveWatch 15-Minute Escalation Commitment	
Monthly Failures	Service Credit Percentage (percentage applies to ActiveWatch fees)
< 5	10%
5 or more	25%

Review Services 24-Hour Reporting Commitment	
Monthly Failures	Service Credit Percentage (percentage applies to Review fees)
< 5	10%
5 or more	25%

Submitted Service Requests 2-Hour Response Commitment	
Monthly Failures	Service Credit Percentage (percentage applies to total monthly fees)
< 5	1%
5 or more	2%

Inline Device Service 15-Minute Commitment	
Monthly Failures	Service Credit Percentage (percentage applies to Inline Device monthly fees)
< 5 occurrences	10%
5 or more occurrences	25%

- 2) Remedies. In the event that Alert Logic fails to provide a Service at the level required by the Service Level Warranty, Customer’s only remedies are those set forth in this service Level agreement (the “Remedies”). For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the cost of the applicable Service, except as provided herein, as determined by Alert Logic in its reasonable discretion.
- 3) Customer Must Request Remedies. In order to receive any of the Remedies, Customer must notify Alert Logic via email to AR@AlertLogic.com within seven (7) days from the time Customer becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit Customer’s right to receive such Remedies.
- 4) Remedies Shall Not Be Cumulative; Maximum Remedy; No Remedies if Delinquent. The Remedies set forth herein are not cumulative. The aggregate maximum Remedy for any and all failures to provide Services at the level required that occur in a single calendar month shall not exceed one calendar month of service credit. If Customer is late in making any payments owing pursuant to this MSA at the time of the occurrence which would otherwise entitle Customer to Remedies, none of such Remedies shall be available to Customer.
- 5) Termination Option for Problems. Customer may terminate this MSA if the Customer experiences Chronic Problems. “Chronic Problems” shall mean service level warranty deficiencies that are properly reported and credited in two (2) consecutive months within a three (3) month calendar period, as specified within this Service Level Agreement. The Submitted Service Requests 2-Hour Response Commitment is specifically excluded from qualifying as Chronic Problems. Customer must provide Alert Logic written notice of termination for Chronic Problems in writing within seven (7) days from the time Customer becomes eligible to terminate for Chronic Problems.
- 6) The Service Level Warranty set forth in this Service Level Agreement does not apply to (i) any Custom Services; (ii) Cloud Insight Services; or (iii) any Services that expressly exclude this Service Level Warranty (as stated in the Order Form or Statement of Work for such Services).
- 7) Service interruptions or failure to achieve the Service at the level required by the Service Level Warranty will not be subject to penalty in the event Customer does not comply with Section 2.1(c) of the MSA.