

## Alert Logic Services End User License Agreement

This Alert Logic Services End User License Agreement (the "*EULA*") governs your use of Alert Logic services (the "*Services*") between Alert Logic, Inc. ("*Alert Logic*") and you (the "*End User*"). Alert Logic and End User may be referred to hereinafter as a "*Party*" or together as the "*Parties*." END USER IS RESPONSIBLE FOR CAREFULLY READING THIS EULA BEFORE ACCEPTING AND/OR ACCESSING OR USING ANY SERVICES OF ALERT LOGIC. BY ACCEPTING AND/OR ACCESSING OR USING SUCH SERVICES, END USER CONFIRMS THAT END USER HAS READ AND ACCEPTS THIS EULA.

1. *License.* Alert Logic hereby grants to Customer a non-transferable, non-exclusive, limited license for End User's employees (each referred to herein as a "*User*") to access and use the applicable Services solely for End User's internal business use.
2. *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 Service. End User 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. End User will be responsible for: (i) advising each User of his or her obligations under this EULA; and (ii) each User's use of his or her user identification and password, the Services, including failure to comply with the terms of this EULA. Alert Logic reserves the right to deny or revoke access to any of the Services if Alert Logic believes End User and/or its Users are in breach of this EULA or are otherwise engaged in unauthorized or unlawful use of any of the Services. End User will be responsible solely for any damages to any of the Services and Alert Logic Technology caused by Customer and/or its Users.
3. *Restrictions.* End User agrees that End User will not: (i) sell, lease, license or sublicense access to, or use of, any of the Services and Alert Logic Technology; (ii) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile any of the Services in any way for any reason; (iii) provide, disclose, divulge or make available to, or permit use of any of the Services by, any third party; (iv) copy or reproduce all or any part of the Services and Alert Logic Technology; (v) interfere with the Services in any way; (vi) engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services; or (vii) introduce into or transmit through any of the Services 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.
4. *No Other Warranty.* 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 EULA. 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. 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 AN END USER 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 AN END USER NETWORK.

5. *Consequential Damages Waiver.* 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.
6. *Limitation of Liability.* Except for Alert Logic's breach of any confidential information obligations or any indemnification obligations, the maximum total liability for any performance or non-performance by Alert Logic is the total fees Alert Logic received for the Service in question in the one year period preceding the date upon which any such claim first accrued. 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.
7. *Mutual Indemnification.* Subject to any limitations, 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.
8. *Alert Logic IP Infringement Indemnification.* Alert Logic shall indemnify, defend and hold harmless End User (at Alert Logic's expense) against any Action against End User or any of its affiliates alleging that the Alert Logic Technology, or any part thereof, or the use thereof, infringe upon a copyright, patent 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 patent or result from the misappropriation of a trade secret, or in Alert Logic 's sole discretion, are likely to infringe a copyright or patent or resulted from the misappropriation of a trade secret, Alert Logic (at Alert Logic 's sole option) shall (a) procure for End User 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 End User the unearned portion of any fee paid by End User for use of the Alert Logic Technology through the Services, provided that End User'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) End User'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. *Indemnification by End User.* End User 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 End User.
10. *Indemnification Procedures.* Each party's indemnification obligations 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.
11. *Force Majeure.* Neither party will be liable for any failure or delay in its performance 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 End User 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, End User may cancel the Services on written notice to Alert Logic. Such termination will be effective on the date specified in the written notice.