SERVICE LEVEL AGREEMENT
Version / Date: 07 August 2018

This Service Level Agreement ("**SLA**") is incorporated by reference into the Agreement and defines the service levels that AlienVault will endeavor to provide for the maintenance and support of the Application ("**Service**"). Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement. AlienVault reserves the right to modify the scope of the maintenance and support of the Application; provided, however, AlienVault shall provide Customer written notice.

1. **Coverage Hours.**

    1.1. "**Primary Coverage Hours**" shall be determined based on the Application purchased by Customer as identified in the Sales Order.

Americas	7:00am to 5:00pm Pacific Time (PT), Monday through Friday[1]
EMEA	7:00am to 5:00pm Central European Time (PT), Monday through Friday[2]
APAC	7:00am to 5:00pm Australian Eastern Time (AET), Monday through Friday[2]

    [1] Excluding US national holidays
    [2] Excluding Spanish and Irish national holidays
    [3] Excluding US, Spanish, and Irish

    "Americas" as referred to herein means United States, Canada, Latin America, and South America
    "EMEA" as referred to herein means Europe, Middle East, Africa, and Nordics
    "APAC" as referred to herein means Asia-Pacific, Japan, and Australia

    1.2. "**Extended Coverage Hours**" shall be granted to Customers who have purchased AlienVault's 24x7 support option and will include 24x7 support for all USM Anywhere and USM Appliance products purchased by Customer. "24x7" shall mean:

Americas	12:00am to 11:59pm Pacific Time (PT), Monday through Sunday[2]
EMEA	12:00am to 11:59pm Central European Time (PT), Monday through Sunday[1]
APAC	12:00am to 11:59pm Australian Eastern Time (AET), Monday through Sunday[1]

    [1] Excluding Spanish and Irish national holidays
    [2] Excluding US, Spanish, and Irish holidays

2. **Application Administration**. AlienVault will make commercially reasonable efforts to provide the following during the applicable Subscription Term in accordance with this SLA:

    - *Technical Support*. Assist Customers during Primary Coverage Hours in identifying, analyzing, and resolving AlienVault Application challenges preventing the Application from operating as it was designed.

    - *Service Management*. Client activation, security monitoring, change control, problem management, and escalation procedures

    - *Application Administration*. Installation and server setup, support, monitoring, response, repair, tuning and capacity planning

    - *Data backup and retention*. Backups of Customer Data stored within the Application

    Customer is responsible for purchase and maintenance of its own equipment, hardware, and access, including but not limited to network and data connection, to establish a connection to the Internet.

3. **Service Scope**

    3.1. <u>Application Availability</u>. AlienVault will make commercially reasonable efforts to ensure the web-based Application is capable of being reasonably accessed and used at all times during the Subscription Term except during Scheduled Maintenance (as defined in Section 4).

    3.2. <u>Exclusions from Application Availability</u>. The availability of the Application and AlienVault's obligations with respect to the other service measures set forth herein may be subject to limitations, delays, and other problems inherent to the general use of the Internet and other public networks or caused by Customer, Users, or third parties. AlienVault is not responsible for any delays or other damage resulting from problems outside of

AlienVault's control; however, AlienVault is responsible for the conduct of its third-party agents and contractors. Without limiting the foregoing, the following are exceptions to AlienVault's obligations under this SLA:

- a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Customer;

- outages initiated by AlienVault or its third-party suppliers at the request or direction of Customer for maintenance, back up, or other purposes;

- outages occurring as a result of any actions or omissions taken by AlienVault or its third-party suppliers at the request or direction of Customer;

- outages resulting from Customer's equipment and/or third-party equipment not within the sole control of AlienVault or AlienVault's agents or contractors;

- events resulting from an interruption or shut down of the Application due to circumstances reasonably believed by AlienVault to be a significant threat to the normal operation of the Application, the facility from which the Application is provided, or access to or integrity of data (e.g., a hacker or a virus attack);

- outages due to system administration, commands, file transfers performed by Customer representatives;

- other activities Customer directs, denial of service attacks, natural disasters, power and other utility outages, internet service outages, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, or other events caused by circumstances beyond AlienVault's reasonable control;

- Customer's negligence or breach of its material obligations under this SLA, the Agreement, or any other agreement between Customer and AlienVault; and

- lack of availability or untimely response time of Customer to respond to incidents that require its participation for source identification and/or resolution.

3.3. Issue Resolution. If the Application is not accessible as specified in Section 3.1 (an "**Issue**") AlienVault and Customer will comply with the following resolution procedures for all Issues reported by Customer:

3.3.1. Reporting an Issue. Customer may report an Issue through the AlienVault Support Portal, via email, or by phone. When reporting an Issue, Customer will include a detailed description of the Issue. Customer will report each Issue encountered by Customer separately.

3.3.2. Issue Classification. When reporting an Issue, the severity of the Issue will be classified based on the impact to Customer's business operations in accordance with the severity classification table below. To the extent that AlienVault disagrees with any Issue classification provided by Customer, AlienVault will promptly advise Customer of the revised classification of any Issue and the parties will resolve through good faith negotiations any disagreement regarding classification.

3.3.3. Response Time. AlienVault will use reasonable efforts to respond to each of Customer's reported Issues within the timeframe designated below based on the Severity Level as determined by AlienVault.

Severity Level	Definition	Initial Response Time	Commitment
Severity 0	Entire service, or a whole region thereof, is inaccessible or unusable while Customer's Internet is functioning properly.	1 hour during Primary Coverage Hours	AlienVault will work on a resolution until Issue is resolved or a reasonable workaround is applied.
Severity 1	Service is up and running but multiple Users are experiencing significant Issues that impact their ability to use the service.	4 hours during Primary Coverage Hours	AlienVault will work with Customer to resolve the Issue until the Issue is fixed or a reasonable workaround is applied.

Severity Level	Definition	Initial Response Time	Commitment
Severity 2	The Issue causes significant loss of service or is a significant error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.	8 hours during Primary Coverage Hours	AlienVault will work with Customer to mutually prioritize and schedule resolutions into regular release cycles.
Severity 3	The Issue causes minor reduction of service or is a minor error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.	24 hours during Primary Coverage Hours	AlienVault will work with Customer to mutually prioritize and schedule resolutions into regular release cycles.
Severity 4	Minor defects and errors that do not impede system operation in a normal manner.	36 hours during Primary Coverage Hours	AlienVault will work with Customer to mutually prioritize and schedule resolutions into regular release cycles.

4. Maintenance. AlienVault periodically adds, repairs, and upgrades the data center network, hardware, and the Application and shall use commercially reasonable efforts to accomplish this without affecting the Customer's access to the Application; however, repairs of an emergency or critical nature may result in the Application not being available for the Customer's usage during the course of such repairs. AlienVault reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

Item	Description	Commitment
Scheduled Maintenance	Routine, scheduled maintenance performed weekly on one of Tuesday, Wednesday, or Thursday between the hours of 12am and 4am PST ("**Maintenance Window**").	• A message will be displayed on the product status page located at http://status.alienvault.cloud/ (the "**Product Status Page**") stating the Application will be unavailable. • AlienVault reserves the right to modify the Maintenance Window; provided, however, AlienVault shall provide notice to the Customer of such modification.
Preventative Maintenance	Non-scheduled maintenance that needs to be promptly conducted. AlienVault will use commercially reasonable efforts to notify Customer before performing such Preventative Maintenance.	• A message will be displayed on the Product Status Page stating the Application will be unavailable.
Emergency Maintenance	Non-scheduled maintenance required to be performed immediately. Emergency Maintenance may be performed outside the Maintenance Window and will be counted as unscheduled downtime.	• AlienVault will post notice on the Product Status Page as soon as reasonably possible; provided, however, Customer understands Emergency Maintenance may be performed with little or no advance notice.

5. Compatibility with New Third Party Software. Customer consents and acknowledges that prior to upgrading or adding new third-party software, the Customer is solely responsible to verify and insure that such third-party software is compatible with their current or future versions of the Application. AlienVault will not be responsible for any failures or malfunctions' resulting from such upgrade, change, or addition of third-party software and reserves the right not to provide support for such installations.

6. Customer Responsibilities

6.1. <u>Trained Contacts</u>. Customer will designate at least two (2) individuals within Customer's organization to serve as primary contact with regards to Customer's Application ("**Primary Technical Contact**"). Primary Technical Contact should have sufficient technical knowledge of Customer's Application environment to enable effective communication with AlienVault representatives.

6.2. <u>Reasonable Assistance</u>. Customer will provide AlienVault with (i) reasonable access to all necessary personnel to answer questions regarding Issues reported by Customer, (ii) all relevant and available diagnostic information (including product or system information), and (iii) appropriate remote access to Customer's system to assist AlienVault in isolating the cause and to resolve the Issue. In addition, Customer will make reasonable efforts to correct any Issue, deploy corrections after consulting with AlienVault, and promptly install all maintenance patches and resolutions.

6.3. <u>Good Standing</u>. The provision of the Application by AlienVault during the term of this SLA is contingent upon Customer's performance of its payment and other obligations under the Agreement. AlienVault reserves the right, in addition to other remedies available, to suspend its provision of the Application for so long as Customer is not current with its obligations.

7. Limitation of the SLA. The scope of coverage under this SLA expressly excludes the following:

a. Maintenance and support for non-production environments and sand boxes

b. Data migration

c. Training

d. Installation, configuration, and technical support for Customer equipment or operating systems

e. Technical support, consultation, or problem resolution pertaining to software or applications other than those supplied by AlienVault and described in this Agreement

f. Resolution of problems resulting from negligence of users of the Application, including specifically incorrect data entry, use of altered data, and failure to use the Application according to the Documentation

g. Support for development (AlienVault SDK, Web pages, etc.), integration and custom reports, whether developed by Customer or any party other than AlienVault

h. Any alterations or additions, performed by parties other than AlienVault, except for programs using product interfaces provided by AlienVault

i. Use of the Application on an operating environment other than that for which such the Application was designed, except as expressly prescribed in the Documentation

8. Disclaimers

8.1. <u>Security</u>. The parties expressly recognize that it is impossible to maintain flawless security, but AlienVault shall take reasonable steps to prevent security breaches in AlienVault's server interaction with Customer's network, and security breaches in AlienVault's server interaction with resources or users outside of any firewall that may be built into AlienVault's server. Customer agrees that it will only access and use the Application via authorized access provided by AlienVault (e.g. password protected access).

8.2. <u>Downloading of Data or Files</u>. Customer agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Customer's particular requirements for accuracy of data input and output, and for maintaining a separate means for the reconstruction of any lost data.

8.3. <u>Accuracy Disclaimer</u>. Customer is solely responsible for the accuracy and integrity of its own data, reports, and documentation. AlienVault or third parties may provide links to other websites or resources as part of the Application. AlienVault does not endorse and is not responsible for any data, software, or other content available from such websites or resources. Customer acknowledges and agrees that AlienVault shall not be liable, directly or indirectly, for any damage or loss relating to Customer's use of or reliance on such data, software, or other content.

8.4. <u>API</u>. To the extent AlienVault provides Customer with API's as part of its support, such API's are provided "as is" without any warranty whatsoever. Customer is granted a personal, nonsublicensable, nonexclusive, nontransferable, limited license to use the API solely for Customer's internal use for exporting Customer's content from AlienVault to the new Customer system. Customer may not (a) copy, rent, sell, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the API; or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event Customer breaches this Section 8.4.

9. **Terms of Use.** In addition to the terms of the Agreement and any restrictions set forth therein, the following applies to Customer's use of the Application and receipt of Services hereunder. The examples of prohibited use set forth below are non-exclusive, and are provided as guidelines to Customer. Violation of the terms of this Section 9 is strictly prohibited. In the event of any actual or potential violation, AlienVault reserves the right to suspend or terminate, either temporarily or permanently, any or all Services provided by AlienVault, to block any abusive activity, or to take any other actions deemed appropriate by AlienVault in its sole discretion.

9.1. <u>Illegal Use</u>. The Application may be used only for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation of any applicable law or regulation is prohibited. Without limitation of the foregoing, it is strictly prohibited to create, transmit, distribute, or store any information, data, or material which (a) intentionally infringes any copyright, trademark, trade secret, or other intellectual property right (or after written notification of such infringement, fails to remedy same in a timely manner); (b) is obscene or constitutes child pornography; (c) is libelous, defamatory, hateful, or constitutes an illegal threat or abuse; (d) violates export control laws or regulations; or (e) encourages conduct that would constitute a criminal offense or give rise to civil liability.

9.2. <u>Circumvention of Security Measures</u>. Violations of system or network security are prohibited, and may result in criminal and civil liability. AlienVault will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected. It is strictly prohibited to attempt to circumvent the authentication procedures or security of any host, network, network component, or account (i.e. "cracking") to access data, accounts, or servers which the Customer (or its users) is not expressly permitted or authorized to access. This prohibition applies whether or not the attempted intrusion is successful, and includes unauthorized probes or scans performed with the intent to gather information on possible security weaknesses or exploitable configurations.

9.3. <u>Attacks</u>. Customer is prohibited from interfering or attempting to interfere with service to any other user, host, or network on the Internet ("denial of service attacks"). Examples of such prohibited activity include without limitation (a) sending massive quantities of data with the intent of filling circuits, overloading systems, and/or crashing hosts; (b) attempting to attack or disable any user, host, or site; or (c) using, distributing, or propagating any type of program, script, or command designed to interfere with the use, functionality, or connectivity of any Internet user, host, system, or site (for example, by propagating messages, via e-mail, Usenet posting, or otherwise, that contain computer worms, viruses, control characters or trojan horses).

9.4. <u>E-Mail</u>. Customer is prohibited from engaging in improper use or distribution of e-mail over the Internet.