



MASTER TERMS AND CONDITIONS FOR END USER CUSTOMERS

THESE MASTER TERMS AND CONDITIONS FOR END USER CUSTOMERS (THE “**MASTER TERMS**” OR “**MTCs**”) ARE BETWEEN ALERT LOGIC AND THE END USER CUSTOMER OF THE SOLUTION (THE “**CUSTOMER**”). CUSTOMER AGREES TO THESE MASTER TERMS BY: (A) EXECUTING OR AGREEING TO AN ORDER FORM, QUOTE, WEB FORM, AWS CONFIRMATION, OR OTHER TRANSACTIONAL DOCUMENT (EACH, AN “**ORDER FORM**”) THAT REFERENCES THESE MASTER TERMS OR THAT OTHERWISE INVOLVES THE PURCHASE OR USE OF THE SOLUTION FROM ALERT LOGIC; (B) CLICKING A BOX INDICATING ACCEPTANCE OF THESE MASTER TERMS; OR (C) USING AN EVALUATION VERSION OR BETA VERSION OF THE SOLUTION. IF CUSTOMER ARRIVED AT THESE MASTER TERMS VIA A LINK OR REFERENCE PROVIDED DURING THE PROCESS OF INSTALLING OR CONFIGURING THE SOLUTION, CUSTOMER ACKNOWLEDGES THAT BY PROCEEDING, IT IS BOUND BY THESE MASTER TERMS.

THE INDIVIDUAL ACCEPTING THESE MASTER TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE MASTER TERMS, IN WHICH CASE THE TERM “CUSTOMER” REFERS TO SUCH ENTITY.

THESE MASTER TERMS (INCLUDING ITS EXHIBITS), TOGETHER WITH EACH APPLICABLE ORDER FORM, AND ANY TERMS AND CONDITIONS REFERENCED HEREIN (SUCH AS THE SLA AND DPA) (THE “**ADDITIONAL TERMS**”), FORM THE “**AGREEMENT**” BETWEEN ALERT LOGIC AND CUSTOMER REGARDING THE SOLUTION. CAPITALIZED BUT UNDEFINED TERMS IN THESE MASTER TERMS ARE IN EXHIBIT A HERETO. JURISDICTION-SPECIFIC TERMS ARE IN EXHIBIT B.

1. Acceptance of Order Forms. Order Forms may be issued to Customer by Alert Logic or a Channel Partner. Following receipt and execution of an Order Form, Customer may submit a purchase order to Alert Logic or a Channel Partner. However, Customer acknowledges that any purchase order submitted to Alert Logic or a Channel Partner is for administrative purposes only, and that the terms of the Agreement are the sole contractual terms governing the Solution. For the avoidance of doubt, any conflicting terms in a purchase order, including any hyperlinked terms, are not binding on Alert Logic unless such terms are mutually agreed-upon in a separate writing executed by Alert Logic. Each Order Form is subject to Alert Logic’s approval and acceptance.
2. Precedence. In the event of a conflict between the terms of the Agreement, the following documents will govern in order of precedence: (A) first, the Order Form; (B) second, the Additional Terms; and (C) third, these Master Terms; provided, that each will only control to the extent of the conflict. If Customer purchased a subscription to the Solution through a Channel Partner’s Order Form, Customer acknowledges that: (1) the terms below requiring payment to Alert Logic will not apply; and (2) any provision in a Channel Partner’s order form that conflicts with these Master Terms is void as against Alert Logic unless and to the extent Alert Logic has separately executed that Channel Partner’s order form with such terms. Alert Logic and Customer agree that the Master Terms, Additional Terms, and any associated Order Form together constitute a “Offer” via Amazon Web Services, Inc. (“**AWS**”). An Order Form may be called a “**Confirmation**” when purchasing a subscription from AWS. AWS is responsible for collecting and processing payments, as well as issuing any credits and refunds, associated with the Agreement, but the terms and conditions relating to the Solution, and its use and operation, are only those contained in the Agreement.
3. Term. The Agreement begins on the effective date in the Order Form, or, if no effective date is stated in the Order Form, the date of last signature on the Order Form (the “**Effective Date**”) and continues for the period of time set forth in such Order Form. If there is no signature on an Order Form, the Effective Date is the date Customer first accesses the Solution. The subscription term for use of the Solution begins on the Service Commencement Date and continues for the period of time set forth in such Order Form (the “**Initial Subscription Term**”). If no Initial Subscription Term is set forth on an Order Form, the Initial Subscription Term is thirty-six (36) months from the Service Commencement Date. Unless otherwise set forth on an Order Form, Customer’s subscription to the Solution will automatically renew for successive one-year terms (each, a “**Renewal Subscription Term**”, and with the Initial Subscription Term, the “**Subscription Term**”) at the end of the then-current Subscription Term unless either party notifies the other party in writing no less than sixty (60) days prior to the end of such Subscription Term.
4. The Solution.
 - 4.1. Use of the Solution. During the Subscription Term, and subject to the terms and conditions of the Agreement, Customer may access and use the Cloud Software of the Solution solely for its internal business purposes pursuant to the terms of any outstanding Order Form.
 - 4.2. Service Levels. Alert Logic will use commercially reasonable efforts to provide the Solution pursuant to the SLA. Alert Logic will provide the remedies listed in the SLA for any failure of the Solution as set forth in the SLA, and subject to the terms and conditions therein. Credits issued pursuant to the SLA apply to outstanding or future invoices only. Alert Logic is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after expiration or termination of the Agreement.
 - 4.3. Future Functionality; Solution Revisions. Customer has not purchased a subscription to the Solution based on the promise of any future features or functions or based on statements by Alert Logic regarding such future features or functions. Alert Logic may revise the features and functions of the Solution or SLA during the Subscription Term, provided no such revision materially reduces the features or functionality provided pursuant to an outstanding Order Form. Any upgrades or updates to the version of the Solution authorized to be used by Customer are subject to the terms of the Agreement.

4.4. Delivery of the Solution. For components of the Solution not requiring a physical Appliance, Alert Logic will provide a method for Customer to activate the Solution. Alert Logic will ship physical Appliances, if any, to the address for Customer on an Order Form pursuant to Section 6 below.

4.5. Activation and Support.

- (A) Provisioning. Customer will: (1) ensure that Users who are knowledgeable regarding Customer's information technology systems are available to assist Alert Logic the provisioning of the Solution, and (2) that information provided to Alert Logic regarding Customer's information technology systems is accurate and complete.
- (B) Alert Logic Support. Customer will: (1) follow Alert Logic's or Channel Partner's procedures, as applicable, when requesting support for the Solution; and (2) provide Alert Logic or Channel Partner, as applicable, reasonable access to knowledgeable personnel to answer questions or resolve problems reported by Customer regarding the Solution.
- (C) Updates, Version Support. To be eligible to receive Solution Services, Customer must: (1) promptly implement all updates of the Solution provided by Alert Logic; and (2) maintain and run the Solution only on supported versions of applicable third-party hardware and software.
- (D) Contact People. Customer shall designate certain individuals (the "**Customer Contacts**") within Customer's organization to serve as contacts between Customer and Alert Logic, or Channel Partner, as applicable. Customer shall keep Alert Logic, or Channel Partner, informed as to any changes in the names and contact information for the Customer Contacts. Customer will cause the Customer Contacts to be adequately trained on the Solution and select Customer Contacts who possess the requisite technical expertise, training, and experience to assist in managing the Solution.

5. Software.

5.1. License. Alert Logic hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license to reproduce and use the Software as necessary for Customer's internal business purposes and solely as a component of the Solution, provided Customer complies with the restrictions set forth in Section 10.1 (Acceptable Use). Such internal business purposes do not include use by any other third party other than Customer's Users as specifically authorized in the Agreement.

5.2. Restrictions. Copies of the Software created or transferred pursuant to the Agreement are licensed, not sold, and Customer and its Users receive no title to or ownership of any copy of the Software. Customer and its Users receive no rights to the Software other than those specifically granted in Section 5.1 above (License). Without limiting the generality of the foregoing, Customer and its Users may not: (A) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (B) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or trade secrets from the Software; or (C) use the Software in a manner prohibited by Section 10.1 (Acceptable Use). Alert Logic grants the license in Section 5.1 above under copyright and, solely to the extent necessary to exercise such rights, under any other applicable Intellectual Property Rights.

6. Appliances. If Alert Logic provides an Appliance to Customer, then Customer acknowledges that title to such physical Appliance remains with Alert Logic. Alert Logic will identify any separate pricing, shipping, and insurance charges for an Appliance in an Order Form. Notwithstanding the foregoing, risk of loss passes upon shipment. Alert Logic hereby provides a limited warranty to Customer that any physical Appliance delivered to Customer will be free from defects in materials and workmanship for two years following delivery, provided that such physical Appliance is subject to ordinary use and is used in accordance with the terms of the Agreement. The foregoing warranty does not cover the physical Appliance if it is damaged due to Customer's improper use of such physical Appliance, including Customer's negligence. If a physical Appliance fails to conform to this warranty, then Alert Logic's sole liability and Customer's exclusive remedy is limited to repair or replacement at Alert Logic's discretion. Customer must follow Alert Logic's instructions when returning a non-conforming Appliance. The above warranty is non-transferable and is only for Customer. Notwithstanding the foregoing, Alert Logic does not make any warranty as to the continued availability of any replacement Appliance. Replacement of a physical Appliance may require Customer to obtain a different model of an Appliance. Appliances may contain software packages licensed by third-parties, whether licensed on a proprietary or open source software basis (e.g., the Linux operating system). These packages are not part of the Solution but may be required for the Solution to run and operate in Customer's environment. For example, if Customer uses a Linux-based operating system, Customer may require a Linux-based Appliance. Customer will comply with the terms of any such third-party or open source licenses.

7. Evaluation or Beta Usage of the Solution.

7.1. Evaluation. If Alert Logic grants Customer the right to use the Solution for evaluation purposes, then Customer may only use the Solution for its internal evaluation of the Solution for a period set forth in an Order Form, or if no period is in an Order Form, then for thirty (30) days after the Solution has been made available. After expiration, Customer must uninstall the Solution and delete any copies of the Solution on its servers and networks and confirm the same to Alert Logic in writing. Alert Logic may disable access to the evaluation version of the Solution and delete all data in Alert Logic's possession or control, automatically at the end of the evaluation, without notice to Customer.

7.2. Beta Version. If Customer elects to receive early adoption or beta versions of the Solution ("**Beta Versions**"), then Customer acknowledges that such Beta Versions are pre-release versions of the Solution and may contain material errors, bugs, or other defects. Alert Logic may, in its sole discretion, determine the length and scope of use of such Beta Version, and whether to offer updates for such Beta Version.

- 7.3. DISCLAIMERS. DURING CUSTOMER'S EVALUATION, OR DURING CUSTOMER'S USE OF A BETA VERSION, THE SOLUTION IS OFFERED ON AN "AS IS" BASIS. ALERT LOGIC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ALERT LOGIC WILL NOT BE LIABLE FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) LOSS OF REVENUES OR PROFITS; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA; (D) LOST USE OF THE SOLUTION OR ONE OR MORE NETWORKS, OR RECOVERY OF THE FOREGOING; OR (E) BUSINESS DOWNTIME OR BUSINESS INTERRUPTION. IN NO EVENT WILL ALERT LOGIC'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED US \$100. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF ALERT LOGIC WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
8. Confidentiality. Except as expressly authorized herein, Recipient agrees to: (A) use the Confidential Information of Discloser only to perform under the Agreement or to exercise rights granted to it under the Agreement; (B) treat all Confidential Information of Discloser in the same manner as it treats its own similar confidential information, but in no case with less than a reasonable degree of care; and (C) disclose the Discloser's Confidential Information only to those Representatives of the Recipient who have a need to know such information, provided that Recipient must ensure that any such Representative is subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Section 8. The Recipient is liable for any breach of this Section 8 by its Representatives. Recipient may disclose Confidential Information that it is required to disclose by law or regulation or by a subpoena or order issued by a court of competent jurisdiction. If legally permitted, Recipient will promptly notify Discloser of the nature of the requirement and the Confidential Information affected. If practical, Recipient will give notice promptly enough to afford Discloser a practical chance to initiate a proceeding to protect the confidentiality of the Confidential Information. On Discloser's request, Recipient will cooperate with Discloser in any such proceeding by providing reasonable assistance.
9. Data.
- 9.1. Data Processing Agreement. To the extent that Alert Logic processes Personal Data in the course of providing the Solution under the Agreement, Customer hereby expressly agrees to Alert Logic's Data Processing Agreement located at <https://www.alertlogic.com/company/legal/terms> (the "DPA"). The DPA is an Additional Term under the Agreement. As further described in the DPA, Alert Logic has implemented commercially reasonable technical and organizational security measures that are appropriate to the risks that are presented by processing Customer's Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Customer's Personal Data, having regard to the state of technological development, the cost of implementing any measures and the nature, scope, context and purposes of the processing, in accordance with the all applicable data protection legislation.
- 9.2. Right to Provide. Customer represents and warrants that: (A) it has the appropriate authorizations from the owner of the networks, systems, IP addresses, assets, and/or hardware on which it deploys the Solution, or which it targets, scans, monitors, or tests with the Solution; (B) it has obtained all necessary rights to permit Alert Logic to process such Customer Data, including, without limitation, data from endpoints, servers, cloud applications, and logs; and (C) the transfer of Customer Data to Alert Logic as contemplated by the Agreement does not violate any applicable laws or regulations or any rights of any third party.
- 9.3. Excluded Data. Customer acknowledges that Alert Logic does not: (A) require Excluded Data in order to provide the Solution; and (B) interpret or segment data based upon its contents as a component of the Solution. Customer therefore represents and warrants that: (A) it has not and will not transmit Excluded Data, or permit transmission of Excluded Data, to Alert Logic or its servers or other media; and (B) to the best of its knowledge, Customer Data does not and will not include Excluded Data. Customer must inform Alert Logic of any Excluded Data within Customer Data promptly after discovery. Alert Logic may delete any Excluded Data and/or any Personal Data (excluding Required Personal Data) without further notice to Customer.
- 9.4. Erasure. Subject to Alert Logic's data retention policies or procedures, Alert Logic may permanently erase Customer Data and any other data created through Customer's use of the Solution, if Customer's account is delinquent, suspended, or terminated for 30 days or more, without limiting Alert Logic's other rights or remedies.
10. Customer's Responsibilities and Restrictions.
- 10.1. Acceptable Use. Customer may not: (A) use the Solution for service bureau or time-sharing purposes or to provide managed services to third parties or in any other way allow third parties to exploit the Solution, except Customer's Users as specifically authorized by the Agreement; (B) provide Solution passwords or other log-in information to any third party, except Customer's Users as authorized; (C) share non-public Solution features or content with any third party; (D) access or use the Solution in order to build a competitive product or service, or to build a product or service using similar ideas, features, functions, or graphics of the Solution, or to copy any features, functions, or graphics of the Solution; (E) engage in unauthorized web scraping or data scraping of the Solution, including without limitation collection of Solution information through any software that simulates human activity or any bot or web crawler; or (F) access or use the Solution in violation of any applicable law or regulation. If Alert Logic suspects a breach of one or more of the foregoing requirements of this Section 10.1, including without limitation by Users, Alert Logic may suspend Customer's access to and use of the Solution without advanced notice, in addition to such other remedies as Alert Logic may have. The Agreement will not be construed to

require Alert Logic to take or refrain from taking action against Customer, any User, or third party for breach of this Section 10.1 or the Agreement.

- 10.2. Users. Customer is responsible and liable for: (A) Users' use of the Solution, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of the Agreement applicable to Customer; and (B) any use of the Solution through Customer's account, whether authorized or unauthorized.
- 10.3. Export. The Solutions and its components are subject to the U.S. export laws and regulations. Customer shall not: (A) permit any third party to access or use the Solution in violation of any U.S. export law or regulation; or (B) export any software provided by Alert Logic or otherwise remove it from the United States except in compliance with all applicable U.S. export laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Solution in, or export software to, a country subject to a United States embargo (as of the Effective Date, the Crimea Region of Ukraine, Cuba, Iran, North Korea, and Syria). Please see <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information> for more information.
11. IP and Feedback. Alert Logic retains all right, title, and interest in and to the Solution, including all software used to provide the Solution and all user interfaces and trademarks reproduced through the Solution. The Agreement does not grant Customer any intellectual property license or rights in or to the Solution, except to the limited extent expressly set forth under Section 5.1 (License). Customer acknowledges that nothing prohibits Alert Logic from utilizing any skills or knowledge of a general nature acquired while providing the Solution Services, and that Alert Logic may use, reproduce, modify, distribute, display, and otherwise exploit Platform Data in its sole discretion. Alert Logic has not agreed to and does not agree to treat as confidential any Feedback that Customer or Users provide to Alert Logic, and nothing in the Agreement or in the parties' dealings arising out of or related to the Agreement will restrict Alert Logic's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or credit.
12. Fees and Taxes.
- 12.1. Payment Terms. If Customer purchased its subscription from Alert Logic, then unless otherwise set forth on an Order Form, Customer must pay Alert Logic the Fees within thirty (30) days of the date of Alert Logic's invoice. Customer is responsible for paying Alert Logic or a Channel Partner, as applicable, the Fees without setoff or deduction, unless mutually agreed to by Alert Logic in writing. Fees will be invoiced upfront according to the billing frequency set forth on the Order Form, beginning on or about the 1st of the calendar month subsequent to the Service Commencement Date (including Non-recurring Charges, which will be invoiced in full). If there is no billing frequency set forth on such Order Form, Alert Logic or a Channel Partner, as applicable, will invoice Customer upfront for the Fees for the Initial Subscription Term beginning on or about the Service Commencement Date. If the Service Commencement Date occurs on any day of the month other than the 1st calendar day of the month, Customer will be billed accordingly for the pro rata amount due for that month's monthly charges in arrears on or about the 1st business day of the next calendar month. All Fees are non-cancellable throughout the duration of the Subscription Term and, unless expressly otherwise provided herein, all amounts paid are non-refundable. If Customer's subscription to the Solution renews, Alert Logic or a Channel Partner, as applicable, will, unless the Order Form provides otherwise, invoice the Customer monthly upfront on or about the beginning of the then-current Renewal Subscription Term. Prior to any Renewal Subscription Term, Alert Logic reserves the right to increase the Fees in its discretion, up to a maximum of 5% per annum, that shall apply to such Renewal Subscription Term, provided that Alert Logic or Channel Partner, as applicable, will notify Customer of such increased Fees. In order to dispute an invoice, Customer must notify Alert Logic or a Channel Partner, as applicable, of the nature and basis of the dispute within thirty (30) days of the date of such invoice. In no event will Customer's notice of a disputed portion of an invoice relieve Customer's obligation to pay all undisputed portions of such invoice. If Customer does not dispute an invoice within thirty days of the date of the invoice, Customer forfeits any right to dispute such invoice. Late payments will bear interest at the rate of 1.5% per month or the maximum amount allowed by law, if less. Customer shall pay Alert Logic for all fees and costs incurred in collecting any late payments, including, without limitation, all reasonable attorneys' fees and court costs.
- 12.2. Entitlement. Unless otherwise set forth on an Order Form, Alert Logic will bill Customer for the quantity of Nodes and log data usage as set forth on the Order Form (the "**Entitlement**") upon the Service Commencement Date, or for a Renewal Subscription Term, pursuant to Section 12.1. In the event Customer exceeds its Entitlement during a Subscription Term, it shall have 30 days from notice by Alert Logic, or a Channel Partner, as applicable (the "**Usage Grace Period**") to bring its usage within its Entitlement before incurring fees for such excess usage (the "**Overage Fees**"). If Customer fails to bring its usage within its Entitlement on or before the expiration of the Usage Grace Period, then: (A) Customer's Entitlement shall automatically be upgraded to an entitlement tier based on its excess usage ("**Upgraded Entitlement**") for the remainder of its then-current Subscription Term; and (B) Customer shall be responsible for paying Overage Fees calculated from the first day of the month the excess usage occurred. The Entitlement on the Order Form shall be revised to reflect the Upgraded Entitlement and applicable Fees and, unless otherwise stated on the Order Form, the Upgraded Entitlement shall remain in effect for subsequent Renewal Subscription Terms; provided that if Customer exceeds its Upgraded Entitlement during a Renewal Subscription Term, this Section 12.2 shall apply to such excess usage, which may result in an additional upgrade to Customer's entitlement tier. Overage Fees incurred will be billed in arrears and Fees for the Upgraded Entitlement shall be billed upfront pursuant to Section 12.1 for the remainder of the then-current Subscription Term on or about the first of the month following the expiration of the Usage Grace Period. The Fees for the Upgraded Entitlement for Subscription Term(s) will be invoiced as set forth in Section 12.1. If the Order Form does not specify the rates for excess usage or the Fees for the Upgraded Entitlement, the per-unit rate for the excess usage of the Solution and the Fees for the Upgraded Entitlement will be equal to the respective then-current list price for each. Upon Alert Logic's reasonable request, Customer will allow Alert Logic and/or its agents or representatives to review Customer's relevant records and speak with Customer's relevant personnel to assess Customer's compliance with the terms of the Agreement.

- 12.3. Taxes. Customer acknowledges that the Fees exclude taxes. Customer is responsible for payment of all taxes applicable to the Solution, except for those taxes based solely on Alert Logic's net income. Customer shall pay Alert Logic for any fees and costs incurred by, or any interest or penalties assessed on, Alert Logic because of Customer's failure to pay such taxes. Such fees and costs include attorneys' fees and court costs.
13. Warranty and Disclaimers. Alert Logic warrants that the Solution, when used as permitted under the Agreement during the Subscription Term, will operate substantially as described in the Solution Documentation. If the Solution fails to conform to this warranty, then Alert Logic shall: (A) repair the non-conforming features of the Solution; (B) replace the non-conforming features of the Solution with software of substantially similar functionality; or (C) if such remedies are not commercially practical in Alert Logic's reasonable opinion, terminate Customer's subscription to the Solution on written notice to Customer and refund to Customer that portion of the Fees pre-paid hereunder, prorated for the remainder of the applicable Subscription Term, in which case the Agreement will terminate and Customer shall promptly cease all use of the Solution. The preceding sentence, in conjunction with Customer's right to terminate the Agreement where applicable, states Customer's sole remedy and Alert Logic's entire liability for breach of the above warranty. Alert Logic gives no warranty regarding, and will have no responsibility or liability for, any loss arising out of: (1) a modification of any Appliance or Software made by anyone other than Alert Logic, unless Alert Logic approves such modification in writing; (2) use of the Solution in combination with any operating system not authorized in the Solution Documentation or with hardware or software or algorithms the Solution Documentation describes as unsuitable (or words to the effect); (3) to third party software or open source software or to physical Appliances; or (4) use of the Solution other than in accordance with the terms of the Agreement. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN SECTION 6 OR THIS SECTION 13, ALERT LOGIC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ALERT LOGIC DOES NOT WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. NO WRITTEN OR VERBAL REPRESENTATION OR WARRANTY PURPORTEDLY MADE BY ALERT LOGIC PERSONNEL WHICH IS NOT CONTAINED IN THE AGREEMENT WILL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY ALERT LOGIC UNDER THE AGREEMENT OR GIVE RISE TO ANY LIABILITY OF ALERT LOGIC. ALERT LOGIC MAKES NO GUARANTEE THAT INTRUSIONS, COMPROMISES, OR ANY OTHER UNAUTHORIZED ACTIVITY WILL NOT OCCUR ON A CUSTOMER NETWORK. CUSTOMER RECOGNIZES AND AGREES THAT ACCESSING AND TRANSMITTING DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN ACCESSING AND USING THE SOLUTION, CUSTOMER ASSUMES SUCH RISKS. ALERT LOGIC OFFERS NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT CUSTOMER DATA WILL NOT BE EXPOSED OR DISCLOSED THROUGH ERRORS OR THE ACTIONS OF THIRD PARTIES.
14. Indemnification and Defense.
- 14.1. By Alert Logic. Alert Logic will defend Customer against any claim brought by a third party to the extent that the claim alleges that the Solution directly infringes that third party's U.S. or UK registered patents or copyrights ("**Customer Indemnified Claim**"). Alert Logic will pay those costs and damages finally awarded against Customer that are attributable to such claim or those costs and damages agreed to in a monetary settlement of such claim. In order for Alert Logic to defend such claim, Customer must: (A) promptly notify Alert Logic in writing of such claim; (B) provide Alert Logic with control of the defense of such claim and any settlement thereof; provided, that Alert Logic may not enter into any settlement that requires Customer to pay fees or admit any wrongdoing with regard to such claim; and (C) cooperate and assist in the defense of such claim at Alert Logic's reasonable request and expense. Alert Logic has no indemnification and defense obligations if a Customer Indemnified Claim relates to: (D) Customer's breach of the Agreement, including without limitation its failure to cease use of any Solution component after Alert Logic's direction; (E) modifications to the Software or other Solution components made without Alert Logic's written consent; (F) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Alert Logic offered such updates or upgrades without charges not otherwise required pursuant to the Agreement; (G) use of the Solution in combination with hardware, software, or other products or services not provided by Alert Logic ("**Third Party Products**"), unless the Solution Documentation requires or recommends use of or combination with such Third Party Product or such use or combination achieves functionality described in the Solution Documentation (provided the Solution Documentation directs the user not to perform such combination); or (H) to claims that do not state with specificity that the Solution is the basis of the claim or that occur after expiration or termination of a Subscription Term. For any Customer Indemnified Claim (or in the event such a claim is likely), Alert Logic, at its own expense, will: (I) secure for Customer the right to continue using the Solution; (J) replace or modify the Solution to make it non-infringing, provided such modification or replacement does not materially degrade any functionality in the Solution Documentation; or (K) if such remedies are not commercially practical in Alert Logic's reasonable opinion, terminate Customer's subscription to the Solution on written notice to Customer and refund to Customer that portion of the Fees pre-paid hereunder for the infringing portion of the Solution, prorated for the remainder of the applicable Subscription Term. Alert Logic's obligations under this Section 14.1 do not extend to any Open-Source Software, Open Source Computing Stack, or Third-Party Software. THIS SECTION 14.1 SETS FORTH CUSTOMER'S SOLE REMEDY AND ALERT LOGIC'S SOLE LIABILITY AND OBLIGATION FOR ANY DEFENSE OR INDEMNIFICATION OBLIGATIONS.
- 14.2. By Customer. Customer will defend Alert Logic against any claim brought by a third party where the claim relates to Section 9.2 (Right to Provide) or Section 9.3 (Excluded Data) above. Customer will pay those costs and damages awarded against Alert Logic that relate to such claim or those costs and damages agreed to in a monetary settlement of such claim. In order for Customer to defend such claim, Alert Logic must: (A) promptly notify Customer in writing of such claim; (B) provide Customer with control of the defense of such claim and any settlement thereof; provided, that Customer may not enter into any settlement that requires Alert Logic to pay fees or admit any wrongdoing with regard to such claim; and (C) cooperate and assist in the defense of such claim at Customer's reasonable request and expense. THIS SECTION 14.2 SETS FORTH ALERT LOGIC'S SOLE REMEDY AND CUSTOMER'S SOLE LIABILITY AND OBLIGATION FOR ANY DEFENSE OR INDEMNIFICATION OBLIGATIONS.

15. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE UNDER THE AGREEMENT FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) LOSS OF REVENUES OR PROFITS; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA; (D) LOST USE OF THE SOLUTION OR ONE OR MORE NETWORKS, OR RECOVERY OF THE FOREGOING; OR (E) BUSINESS DOWNTIME OR BUSINESS INTERRUPTION. NEITHER PARTY WILL BE LIABLE FOR THE OTHER PARTY'S CONTRIBUTORY NEGLIGENCE. IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE FEES PAID TO ALERT LOGIC BY CUSTOMER PURSUANT TO THE APPLICABLE ORDER FORM DURING THE YEAR PRECEDING THE LIABILITY IN QUESTION; EXCEPT THIS WILL NOT APPLY TO FEES DUE UNDER AN ORDER FORM OR BREACH OF SECTION 5.2 AND/OR SECTION 10. THE LIABILITIES LIMITED BY THIS SECTION 15 APPLY TO THE BENEFIT OF EACH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALERT LOGIC HAS BASED ITS PRICING ON AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES AND DAMAGES IN THE AGREEMENT AND THAT SUCH TERMS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. FOR THE AVOIDANCE OF DOUBT, EACH PARTY'S LIABILITY LIMITS AND OTHER RIGHTS SET FORTH IN THIS SECTION 15 APPLY LIKEWISE TO SUCH PARTY'S AFFILIATES, CHANNEL PARTNERS, REFERRAL SOURCES, LICENSORS, SUPPLIERS, ADVERTISERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AND OTHER REPRESENTATIVES.
16. Press Releases; References. Within 30 days after execution of the Order Form, either Party may issue a mutually approved joint press release announcing the relationship between Alert Logic and Customer. During the Subscription Term: (A) Alert Logic may publicly refer to Customer as a customer of Alert Logic and may use Customer's name, trade names, brand names, and logos verbally and in written materials, including on its websites or its client logo slides in connection therewith; and (B) Customer may publicly refer to Alert Logic verbally, in writing, and on web sites operated by Customer, as a service provider of Customer.
17. Termination.
- 17.1. Termination for Cause. Either party may terminate the Agreement for the other's material breach by written notice specifying in detail the nature of the breach, with such notice effective in thirty (30) days unless the other party first cures such breach, except where the breach relates to non-payment, in which case Customer has seven (7) days from such notice to cure such non-payment. In addition, either party may terminate the Agreement if the other party seeks protection under any bankruptcy or receivership proceeding or if such a proceeding is instituted against such party and is not dismissed within sixty (60) calendar days. Without limiting Alert Logic's other rights and remedies, Alert Logic may suspend or terminate Customer's access to the Solution at any time, without advanced notice, if Alert Logic reasonably concludes Customer or any of its Users have violated applicable law or breached the terms of the Agreement, including the requirements of Section 10.1 (Acceptable Use), or have used the Solution in a way that subjects Alert Logic to potential liability.
- 17.2. Effect of Expiration or Termination. Upon expiration or termination of the Agreement, Customer must cease all use of the Solution and delete, destroy, or return all copies of the Solution and Solution Documentation in its possession or control. If applicable, Customer must return any physical Appliance to Alert Logic or at Alert Logic's option provide access to Customer's environment for Alert Logic to remove such Appliance. All Fees that Customer owes Alert Logic at termination, if any, will become due and payable to Alert Logic on the effective date of termination.
- 17.3. Survival. The following Sections survive termination: Sections 4.2 (Service Level), 4.3 (Future Functionality), 5.2 (Restriction), 7.3 (Disclaimers), 8 (Confidentiality), 9.2 (Right to Provide), 9.4 (Erasure), 10.1 (Acceptable Use), 11 (IP and Feedback), 12 (Fees and Taxes), the disclaimers in 13, 14 (Indemnification and Defense), 15 (Limitation of Liability), 17 (Termination), 18 (Notices), 19 (US Government Customers Only), 20 (Independent Contractors), 21 (Dispute Resolution), 22 (Third Party Beneficiaries), 23 (No Assignment; Change of Control), 25 (Severability), 26 (Waiver) and 29 (Entire Agreement).
18. Notices. All of Customer's notices required under the Agreement must be in writing and are effective: (A) one business day after Customer sends an email to both the email address for Alert Logic as listed on an Order Form and to Legal@AlertLogic.com, each with proof of receipt; or (B) five (5) calendar days after mailing, when sent via certified mail, return receipt requested, to the address set forth on an Order Form, with a copy to 1776 Yorktown, Suite 150, Houston, TX 77056 (Attention: Legal Department). Except as set forth herein about in-product messaging, Customer agrees to receive all required notices from Alert Logic to Customer's email address located on an Order Form, with such notices being effective on the next business day. If Customer wishes to change its email address for notice, it must notify Alert Logic in accordance with this Section.
19. US Government Customers Only. This Section 19 applies to all acquisitions of the Solution by or for the United States federal government, including by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the Federal government. The Solution and related documentation were developed at private expense and are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 (for civilian agencies) and 48 C.F.R. §227.7202 (for Department of Defense agencies), as applicable. Consistent with and subject to 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7702-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items and (B) with only such rights as are granted to all other end-users pursuant to the terms herein. This Section 19 does not grant Customer any rights not specifically set forth in the Agreement, including without limitation any right to distribute the Software to the United States federal government.
20. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

21. Dispute Resolution.

21.1. Injunction. The parties agree that: (A) no adequate remedy exists at law if either party breaches any of its obligations in Section 5.2 (Restrictions on Software Rights), Section 8 (Confidentiality), or Section 10.1 (Acceptable Use); (B) it would be difficult to determine the damages resulting from a breach of one or more of the foregoing Sections, and such breach would cause irreparable harm to the other party; and (C) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that a party prove actual damage or post a bond or other security. Each party waives any opposition to such injunctive relief or any right to such proof, bond, or other security. Notwithstanding the foregoing, this Section does not limit either party's right to injunctive relief for breaches not listed.

21.2. Choice of Law, Jurisdiction, and Venue. If Customer is located in North America, then the Agreement is governed by the laws of the State of Texas and Customer agrees to the personal and exclusive jurisdiction and venue of the federal and state courts of Harris County, State of Texas, with regard to all claims arising out of or relating to the Solution or the Agreement. If Customer is located outside North America, the Agreement is governed by the laws of England and Wales, and Customer agrees to the personal and exclusive jurisdiction and venue of the courts of London, England, with regard to all claims arising out of or relating to the Solution or the Agreement. The parties intend for the foregoing governing law, jurisdiction, and venue to apply without reference to: (A) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (B) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (C) other international laws.

22. Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement.

23. No Assignment; Change of Control. Neither party may assign the Agreement, unless by operation of law, without the prior written consent of the other party, which will not be unreasonably withheld; provided, that either party may without the other party's consent assign the Agreement and the rights and obligations herein pursuant to a Change of Control. Neither party may terminate the Agreement due to a Change of Control of the other party. The Agreement will be for the benefit of each party's permitted successors and assigns. Any purported assignment or delegation in breach of this Section 23 will be void.

24. Force Majeure. Neither party is liable for any failure or delay in performing its obligations under the Agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonable control. Circumstances beyond a party's reasonable control include acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, or shortage of power. The Solution is subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, including downtime due to third party hosting services, which the parties acknowledge are beyond Alert Logic's reasonable control. A party experiencing a force majeure event must give the other party notice promptly following the occurrence of a force majeure event and use diligent efforts to re-commence performance as promptly as commercially practicable.

25. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the Agreement will continue in full force and effect.

26. Waiver. Neither party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any other breach of the Agreement.

27. Counterparts. Any document that forms part of the Agreement may be executed in counterparts, each of which will be deemed to be an original, but together will constitute the same instrument. Electronic or scanned signatures will have the same legal effect as original signatures and may be used as evidence of execution.

28. Modifications. Alert Logic may modify the Master Terms or Additional Terms by: (A) posting the amended versions of such terms on the applicable URL along with a "**Last Updated Date**" pertaining to such documents; and (B) notifying Customer via in-product messaging or via email. The effective date of the modified terms will be specified on the URL or in the email or in-product message. Customer must notify Alert Logic within thirty (30) days after the effective date of the change of its rejection of such change. If Customer notifies Alert Logic of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

29. Entire Agreement. The Agreement – including these Master Terms, each Order Form, and the Additional Terms – constitutes the entire agreement between Alert Logic and Customer with regard to the subject matter of the Agreement. The Agreement supersedes all prior and contemporaneous proposals, quotes, representations, warranties, promises, and agreements, both written and oral, between Alert Logic and Customer with regard to such subject matter.

EXHIBIT A TO MASTER TERMS AND CONDITIONS FOR END USER CUSTOMERS

DEFINITIONS

1. **"Alert Logic"** means either Alert Logic, Inc. (if Customer is located in North America) or Alert Logic UK Ltd. (if Customer is located outside North America).
2. **"Appliance"** means any virtual or physical appliance made available to Customer under the Agreement.
3. **"Change of Control"** means the occurrence of any of the following: (A) an acquisition of a party by another Person or any group of Persons by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation but excluding any such action effected exclusively for the purpose of changing the domicile of such party); or (B) a sale, exchange, or transfer of all or substantially all of the assets of a party (collectively, a **"COC Event"**), so long as the Persons or group of Persons who hold or beneficially own, directly or indirectly, the party's outstanding voting securities immediately prior to such COC Event will, immediately after such COC Event, hold or beneficially own, directly or indirectly, less than fifty percent (50%) of the combined voting power of the party or the surviving or acquiring Person or group of Persons.
4. **"Channel Partner"** means a third party authorized by Alert Logic to resell or distribute the Solution.
5. **"Cloud Software"** means such elements of the Solution as are hosted by or on behalf of Alert Logic on its servers or networks, and which may include APIs, tools, and other remotely hosted services.
6. **"Confidential Information"** means the following information that one party to the Agreement (in such capacity, a **"Discloser"**) discloses to the other party to the Agreement (in such capacity, a **"Recipient"**): (A) any tangible materials marked as "proprietary" or "confidential"; and (B) any other non-public information Recipient should reasonably consider confidential, whether or not marked. Confidential Information of Alert Logic includes the Solution, Solution Documentation, any pricing offered by Alert Logic or set forth in an Order Form, and any documentation pertaining to its security or audit controls, including any responses made in connection with an audit. Notwithstanding the foregoing, Confidential Information does not include information that: (1) is in Recipient's lawful possession at the time of disclosure; (2) is independently developed by Recipient without use of or reference to Confidential Information; (3) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (4) is approved for release in writing by Discloser. Confidential Information does not include Personal Data, which is treated under the terms of the DPA.
7. **"Customer Data"** means all information processed or stored through the Solution by Customer or on Customer's behalf, which may include Personal Data, but excludes Excluded Data and Platform Data.
8. **"Excluded Data"** means: (A) ITAR (International Traffic in Arms Regulations) related data; (B) payment or financial data (including credit cards, debit cards, and bank account information) or data otherwise subject to the Gramm-Leach-Bliley Act or Payment Card Industry Data Security Standards; (C) "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996, as amended; (D) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); or (E) data that is not encrypted in transit to Alert Logic.
9. **"Feedback"** refers to any suggestion or idea for improving or otherwise modifying any of Alert Logic's products or services.
10. **"Fees"** means those fees (which may be recurring or non-recurring) set forth in an Order Form.
11. **"Intellectual Property Rights"** means all registered and unregistered rights granted, applied for, or now or hereafter in existence related to any patent, copyright, trademark, trade secret, database protection, or other proprietary rights.
12. **"Node"** means any instances, agents, devices or IP addresses identified or observed by Alert Logic, including during a discovery scans.
13. **"Non-recurring Charges"** means set up fees, physical appliance fees, and other non-recurring costs and/or expenses set forth on the Order Form.
14. **"Open Source Software"** means any software that is subject to or licensed, provided, or distributed under any open source license, including any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license.
15. **"Open Source Computing Stack"** means any open source software created by third parties that is so referenced in the specifications for the computing environment of the Solution, which software may include operating systems such as Linux, web server software such as the Apache web server, language engines such as Java, PHP, Python or PERL, and database software such as MySQL. The Open Source Computing Stack includes without limitation all software included in the definition of a Linux System promulgated by the Open Invention Network.
16. **"Order Form"** means the Alert Logic document by which Customer purchases Solutions and represents Customer's commitment to purchase and pay for the Solutions.

17. **"Person"** means an individual, general partnership, limited partnership, corporation, limited liability company, trust, estate or any other entity.
18. **"Personal Data"** means, for purposes of these Master Terms only, **"Personal Data"** and **"Personal Information"**, as those terms are used in the DPA.
19. **"Platform Data"** means information or data that is derived by or through the Solution from processing Customer Data but is sufficiently distinct from Customer Data so that such data cannot be reasonably reverse engineered from the Customer Data. Platform Data may include anonymized, pseudoanonymized, or de-identified data.
20. **"Representative(s)"** means, in relation to a party, it and its affiliates' respective directors, officers, employees, attorneys, agents, contractors, accountants, banks, or financing sources.
21. **"Required Personal Data"** means the following Personal Data that is specifically requested and required by Alert Logic in order to perform its obligations under the Agreement: (A) IP addresses; (B) User IDs or hostnames; or (C) Customer Contact information under Section 4 of the MTCs.
22. **"Service Commencement Date"** has the meaning given to it in the Order Form. If no definition is in the Order Form, the Service Commencement Date is forty-five (45) days after the Effective Date of the Order Form.
23. **"SLA"** means Alert Logic's standard service level agreement, currently posted at <https://www.alertlogic.com/company/legal/terms/>.
24. **"Software"** means such elements, agents, or virtual appliances of the Solution as Customer is to run on its computers, servers, and endpoints.
25. **"Solution"** means the cybersecurity solution identified in one or more Order Forms, which may consist of Appliances, Software, Cloud Software, and Solution Services. Solutions may be referred to in an Order Form as "Products" or "Services".
26. **"Solution Documentation"** means Alert Logic's standard user documentation related to use of the Solution, which is currently posted at https://www.alertlogic.com/docs/Alert_Logic_Solution_Description.pdf. The password to access the Solution Documentation is set forth in the Order Form. The Solution Documentation sets forth Alert Logic's and Customer's obligations with regard to the Solution following activation.
27. **"Solution Services"** means those services provided by Alert Logic as part of the Solution relating to: (A) implementation, installation, and configuration of the Solution; and/or (B) the detection of certain threats by Alert Logic's security operations center.
28. **"Subscription Month"** and **"Subscription Year"** each have the meaning set forth on the Order Form.
29. **"User"** means any of Customer's authorized employees and agents who use the Solution on its behalf or through Customer's account or passwords and for whose actions and omissions Customer accepts all liability and responsibility. The definition of a "User" may be expanded to the extent set forth on an Order Form, but additional restrictions may apply in such instances.

EXHIBIT B TO MASTER TERMS AND CONDITIONS FOR END USER CUSTOMERS

JURISDICTION SPECIFIC TERMS

UK:

1. **Fees.** Fees shall be paid in GBP or EUR.
2. **UK Bribery Act:** In addition to the warranties in the Master Terms, but subject to Section 13.2 therein, Alert Logic warrants that, during the Subscription Term, with respect to directly providing Services to Customer, Alert Logic: (A) will comply with all obligations arising out of the UK Bribery Act; (B) will not commit an offence under sections 1, 2, 6 or 7 of the UK Bribery Act (a "**Bribery Offence**"); (C) will not, and will require that its employees and authorized agents not, commit any Bribery Offence on behalf of Customer; and; (D) has in place, and will maintain during the Subscription Term, adequate procedures designed to prevent persons employed by, or as an agent of, Alert Logic from committing a Bribery Offence.

EEA:

1. **Fees.** Fees shall be paid in EUR.

US:

1. **Fees.** Fees shall be paid in USD.

The parties have agreed that the Agreement as well as any notice, document or instrument relating to it be drawn up in English only. Les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.