
**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

ALIEN VAULT

ALIEN VAULT LICENSE, WARRANTY AND SUPPORT TERMS

1. DEFINITIONS

"OSSIM by AlienVault" means the AlienVault security information and event management (SIEM) software distributed to the public under an open source license (GPL Version 3.0) and including the AlienVault Unified Security Management™ (AV-USM™) platform, the AlienVault Professional Threat Management and AlienVault Compliance Management solutions, including Upgrades and Updates thereof.

"AlienVault Unified Security Management™ (AV-USM™) Platform" means the object code copy of the AV-USM™ software developed by AlienVault to integrate with OSSIM by AlienVault to create the AlienVault Professional Threat Management and AlienVault Compliance Management solutions, including Upgrades and Updates thereof.

"AlienVault Professional Threat Management (SAV-PTM)" means the combination of OSSIM by AlienVault, Installer, and the AlienVault Professional Threat Management solution including Upgrades and Updates thereof, integrated by AlienVault for and on behalf of Ordering Activity in accordance with this Attachment A.

"AlienVault Compliance Management (SAV-CM)" solution means the combination of OSSIM by AlienVault, Installer, and the AlienVault Compliance Management solution including Upgrades and Updates thereof, integrated by AlienVault for and on behalf of Ordering Activity in accordance with this Attachment A.

"Derivative Works" means a revision, enhancement, modification, translation, abridgment, condensation or expansion of Software or any other form in which such Software may be recast, transferred or adapted, which, if used without the consent of AlienVault, would constitute a copyright infringement.

"Documentation" means the user manuals and any other materials in any form or medium made generally available by AlienVault or its Partners to the users of the Software, regarding the proper installation and use of the Software.

"EPS" ("Events per Second") means the number of events per second processed by the AlienVault Unified Security Management™ (AV-USM™) platform. Specifically, an event is any log collected by the AlienVault agent or sensor modules and processed or stored by the AV-USM™ and Log Management module. EPS are measured in 5 minute intervals, so EPS is calculated as the number of events in the last 300 seconds, divided by 300.

"License" means a license granted by AlienVault to Ordering Activity that allows Ordering Activity to use the Software in strict accordance with this Attachment A.

"Partners" means distributors and resellers authorized by AlienVault or its distributors to re-sell the Software, or an AlienVault authorized co-branded version of the Software.

"Software" means the AlienVault Unified Security Management™ (AV-USM™) (as defined herein), the Documentation, and all third-party software that AlienVault may have purchased or licensed from third parties and delivered to the Ordering Activity as part of the Software (including if applicable the AlienVault Feed and Sakkara CA detection extension), as well as any future Upgrades or Updates provided by AlienVault or its Partners.

"Maintenance and Support Services" means the service for the correction of errors and/or support for the Software, and the issuance of any Upgrades or Updates.

"Term" means the period of time AlienVault grants the License to Ordering Activity under the terms and conditions of this Attachment A.

"Upgrades/Updates" means all subsequent releases and versions of the Software that AlienVault makes generally available to ordering activities who have purchased Maintenance and Support Services from AlienVault (at no additional cost or fee other than media).

2. INTELLECTUAL PROPERTY RIGHTS

A. Ownership. Title to the Software, Documentation, Upgrades/Updates and all patents, copyrights, trade secrets and other worldwide proprietary and intellectual property rights in or related thereto are and will remain the exclusive property of AlienVault and its licensors. Ordering Activity may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings in or on the Software or Documentation and will not acquire any rights in the Software or Documentation, except the limited license specified in this Attachment A. AlienVault and its licensors own all rights in any copy, translation, modification, adaptation or Derivative Works of the Software, including any improvement or development thereof. AlienVault retains all rights not expressly granted to Ordering Activity in this Attachment A. Ordering Activity shall promptly notify AlienVault in writing upon discovery of any unauthorized use of the Software or Documentation of AlienVault's proprietary rights in the Software or Documentation.

B. Open Source Components. OSSIM by AlienVault is provided to Ordering Activity under an open source software license, currently the GNU GPL Version 3.0. This software includes certain third-party software as set out in the Documentation, which may be updated from time to time in line with new versions OSSIM by AlienVault (as indicated at <http://communities.alienvault.com/community>) and which may be used only in accordance with the licenses set forth therein. Source code for these components is available upon written request to AlienVault. With respect to the AV-USM™, third-party components are integrated by AlienVault for and on behalf of Ordering Activity. Therefore, any third-party software delivered to Ordering Activity pursuant to this Attachment A, including any third-party's plug-in (remote Sensors, etc.) that may be provided with the AV-USM™ is included for use at Ordering Activity's option.

3. LICENSE GRANT

A. Software License. Ordering Activity is granted a non-exclusive, non-transferable, non-assignable, non-sublicensable, restricted license during the term set forth in the Order Form, to install and use one production copy, one test copy, and one backup copy of the Software in accordance with the relevant Documentation. The Software and Documentation may not be distributed to any third parties.

The license granted herein is subject to the specific restrictions and limitations set forth herein and/or any additional licensing restrictions and limitations specified in the Documentation, or by notification and/or policy change posted at www.alienvault.com.

Ordering Activity may use the Software for internal business purposes only in relation to its own computer systems and any computer systems or facilities owned or managed exclusively by or for Ordering Activity. Ordering Activity may not use the Software for providing hosted or service bureau services to the general public or any third-party entities that are not managed facilities for which Ordering Activity provides integral IT services.

If the Software is a version that Ordering Activity has converted or exchanged from a valid licensed prior version (i.e. an Upgrade), Ordering Activity agrees that by using the Upgrade, Ordering Activity will no longer use the prior version. Contractor through AlienVault reserves the right to require the certification of the destruction of such previous version of the Software.

B. EPS. Ordering Activity may use the Software (regardless of the number of installations of same) to process up to the number of EPS for which Ordering Activity has paid the applicable fees ("EPS limit", as set forth in the Order Form, where applicable). In the event of processing EPS above the licensed EPS limit, the following applies: The AlienVault Unified Security Management™ (AV-USM™) platform is configured to display warnings when the licensed EPS limit is reached, advising Ordering Activity to contact Contractor to purchase the corresponding license for a higher EPS limit. These warnings are recorded in the AlienVault Unified Security Management™ Log. In such case, the AV-USM™ will continue operating without reduced functionalities, subject to hardware capacity. However, in the event of exceeding the licensed EPS limit on a recurring basis over any fourteen (14) day period, the AV-USM™ will no longer process events over and above the licensed EPS limit. When contacting Contractor to purchase the appropriate license extension, Ordering Activity agrees to provide a copy of the AV-USM™ Log. In the event that Ordering Activity has repeatedly exceeded the EPS during the period prior to contacting AlienVault, Ordering Activity agrees to pay for an extended EPS license corresponding to the maximum recorded EPS during the period up to the current date of the AlienVault Unified Security Management™ Log.

C. Restrictions on Use. Subject to the terms of the open source licenses governing the open source components referred to in Section 2(B), Ordering Activity shall not (i) allow third parties or develop methods for third parties to use the Software; (ii) sell, rent, lease, use collectively, record, license, sublicense, share, distribute, publicly communicate, transfer or exploit in any other manner the Software or Documentation, unless otherwise expressly provided for in this Attachment A; (iii) except as provided by applicable law, decompile, disassemble, or reverse engineer the Software, in whole or in part, and Ordering Activity shall not attempt to obtain in any other manner any Software source code, and shall not carry out any action to the detriment of AlienVault's intellectual property rights or those of its suppliers; (iv) make copies, execute, publish, or reproduce Software or Documentation, unless expressly authorized in this Attachment A (and all copies must maintain AlienVault's copyright notices); (v) develop any Derivative Works or any type of software program based on Software, the Documentation, or any other Confidential Information of AlienVault; (vi) make available, reveal, disclose, offer, or allow the use of Software by third parties, without the prior written consent of Contractor through AlienVault; (vii) alter or modify the Software without the prior written consent of Contractor through AlienVault; (viii) reject, avoid, elude, remove, deactivate, or evade, in any way, any protection mechanism of the Software, including without limitation any mechanism used to restrict or control Software functions; (ix) change or attempt to modify the AlienVault SIEM Log; or (x) provide or offer access to any third parties to any restricted online access keys or authentication passwords provided by AlienVault for downloading Software.

4. INFORMATION, AND REPORTING

A. Information. Ordering Activity will keep and maintain commercially reasonable written records and accounts regarding Ordering Activity's use of Software and in particular the number of EPS processed by the Software in the AlienVault Unified Security Management™ Log, for at least two (2) years after expiration of the applicable Software license term. Ordering Activity will ensure that the AV-USM™ Logs in the Software are not tampered with.

B. EPS Reporting. Ordering Activity shall provide to Contractor through AlienVault, upon reasonable request (not to exceed once per month), a report showing the number of EPS processed, as recorded by the Software during the previous quarter.

5. WARRANTY AND WARRANTY DISCLAIMERS

Contractor warrants, for a period of ninety (90) days from the original delivery date, that the Software will be free from defects in materials and workmanship and substantially conform to the specifications set forth in the Documentation. All specifications are provided based on testing of the AlienVault Unified Security Management™ platform in a laboratory setting, and actual performance may be affected by network

connections, software and hardware configuration and hardware specifications. This limited warranty does not apply to third-party open source software.

Contractor's liability and Ordering Activity's remedy in case of a breach of the foregoing warranty shall be correction of the error or, at Contractor's option, replacement of the Software.

This limited warranty is void if the defect has resulted from accident, abuse, negligence, misapplication, or where the Software has not been properly installed or used in accordance with the Documentation.

The Software is not designed, manufactured, or intended for use in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property or environmental damage (collectively, "High Risk Activities"). Contractor and its suppliers expressly disclaim any express or implied warranty with respect to any High Risk Activities.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET ORDERING ACTIVITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6. TERMINATION

Upon termination, Ordering Activity will cease all use of the Software and return to AlienVault and/or destroy each copy of the Software and all Documentation and related materials in Ordering Activity's possession or control, and so certify in writing to Contractor through AlienVault.

EXHIBIT A - STANDARD MAINTENANCE AND SUPPORT

1. DEFINITIONS

"Customer Critical Problem": A problem for which Ordering Activity has no known work around resulting in a critical disruption in the operation of the Supported Products.

"Coverage Period":

- 8x5 Support: provided for 8 hours (local time zone listed on contract) from Monday through Friday (excluding AlienVault holidays).
- Standard Business Hours Response Objective is 1/4/24/36 hours.

"Hardware Defect": A Supported Incident in respect of the AV-Appliance hardware product.

"Maintenance Patch/Update": A release of or for a Supported Product that includes the most recent Resolutions.

"Off Shift": All hours outside 8x5 Support hours for weekdays not including AlienVault holidays.

"SLA Escalations": Weekends and holidays are not counted towards escalation clock.

"Resolution": Either a software modification or addition that, when made or added to the Supported Product, corrects a Supported Incident; or a work-around, procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of such Supported Incident on Ordering Activity; or replacement of the Supported Product. (Resolutions may include patches and bug fixes).

"Supported Incidents": A material defect in materials and workmanship of the Supported Products, or failure of the Supported Product to conform to the specifications set forth in the documentation ("Documentation") relating to that version of the Supported Product, resulting in the inability to use, or restriction in the use of, the Supported Product.

"Supported Products": AlienVault Unified Security Management™ (AV-USM™) platform, AlienVault Professional Threat Management (AV_PTM) solution, AlienVault Compliance Management (AV-CM) solution, AlienVault Appliance (AV-Appliance) and OSSIM by AlienVault versions installed from an AlienVault installer and other software products provided by AlienVault (collectively, "Software"). Support for Software integrated in the AV-Appliance is limited to the current version and the immediately prior version of the AV-USM™ for a period of six months after the prior version has been superseded by the current version.

"Upgrade/Update": A revision or change of version of the Supported Software, made generally available by AlienVault to its end user customers generally, during the term of the Order Form. A version change may include new and different functionality or an increase in the capacity of the current Software. An Upgrade or Update does not include different products or services or additional third party components or modules.

2. SERVICE DESCRIPTION AND SCOPE

A. Scope of Maintenance Services. The scope of Maintenance Services includes the following two services:

1. *Hardware Replacement:* Replacement of an AV-Appliance due to a Hardware Defect by shipment to the Customer.
2. *Supported Product Maintenance:* The provision of Resolutions, Maintenance Patches, and Upgrades/Updates in relation to the Supported Product during the Support Period, as set forth below.

B. Scope of Support Services. The scope of Support Services includes the following two services:

1. *Technical Support:* Help with regard to installation, configuration and administration of the AV-Appliance and AV-USM™ platform, AV-PTM and AV-CM solutions. The telephone support is provided 5 days a week, 8 hours a day and support requests answered within 6 hours.
2. *Customer Support Portal:* Online platform for customers to submit and track support tickets and access the support knowledge database.

Support Services do not include development, consulting or technical training. The Support Services and Maintenance Services are collectively referred to as the “Services.”

C. Service Modification. Modifications to the scope of the Maintenance Services and/or Support Services may be made from time to time by Contractor through AlienVault and will be notified to Ordering Activity in writing.

D. Exclusion from Services. Contractor through AlienVault is not obligated to provide Maintenance Services and/or Support Services in the following situations:

- Unsupported Incidents;
- Improper installation or operation of the Supported Product not in accordance with AlienVault’s specifications or the Documentation;
- The Supported Product has been damaged or the Supported Incident is caused by Ordering Activity’s negligence, or other causes beyond the reasonable control of Contractor through AlienVault;
- The Supported Incident is caused by third party hardware or software not sold or licensed by or through Contractor through AlienVault;
- Ordering Activity has not installed and implemented a Maintenance Patch/Update or Upgrade so that the Software is not a release supported by AlienVault;
- Ordering Activity has broken the AlienVault hardware seal, except under instructions of Contractor through AlienVault support staff or as part of an upgrade process.

3. MAINTENANCE SERVICE AND SUPPORT SERVICE PERIOD

The Maintenance Service and/or Support Service period begins on the date of initial delivery of the Supported Product in accordance with the Order Form, or as otherwise indicated in the Order Form, and has a duration of one (1) year. The Services period is not extended if replacement hardware or software is provided under the terms hereof.

4. HARDWARE REPLACEMENT

If Contractor through AlienVault confirms a Hardware Defect on a business day before 1:00 PM (local time for the AlienVault shipping center), AlienVault will ship replacement AV-Appliance hardware of like or better quality on the same business day, subject to carrier schedules and customs. If a defect is confirmed after 1:00 PM or Off-Shift, then AlienVault will ship the replacement Hardware on the following business day. Ordering Activity is responsible for returning the defective hardware to AlienVault within 15 days after receiving the replacement hardware. All shipments are at AlienVault’s expense, using AlienVault’s selected carrier.

5. MEANS OF PROVIDING THE MAINTENANCE AND SUPPORT SERVICES

Contractor through AlienVault will provide the Services by remote assistance. Except in the case of emergencies, requests for Services must be made to AlienVault by sending an email to support@alienvault.com. In response to requests, support technicians will respond via email or phone. Severity 1 and 2 issues may be reported by phone.

6. RESPONSE CRITERIA

Contractor through AlienVault’s initial response may result in resolution of the request or form the basis for determining what additional actions may be required to achieve Resolution. For Service requests received during Off Shift, AlienVault will use commercially reasonable efforts to respond within two hours of the start of business on the next business day. AlienVault is not responsible for delays in response delivery caused by systems and network problems.

7. MAINTENANCE PATCHES AND UPGRADES/UPDATES

In addition to Resolutions, during the term of the Order Form, Contractor through AlienVault shall make Maintenance Patches and Upgrades/Updates available if and when made generally available by AlienVault. If a question arises as to whether a product offering is an Upgrade/Update or a new product or separate component, AlienVault's determination will prevail, provided that AlienVault treats the product offering as a new product or feature for its end user customers generally.

8. SUPPORT SERVICE UPGRADE

Ordering Activity may upgrade its Support Service option at any time (for example, from 8x5 to 24x7) on written request to Contractor through AlienVault and payment of the GSA fees.

For 24x7 Support, during Off Shift, Contractor through AlienVault will use commercially reasonable efforts to respond to Service calls which are Customer Critical Problems within two hours, and all other Service calls within six hours.

9. ORDERING ACTIVITY RESPONSIBILITIES

Ordering Activity agrees to:

- Pay the applicable Services fees and any communications charges associated with accessing the Services (unless AlienVault specifies otherwise);
- Ensure that any access codes AlienVault provides are used only by Ordering Activity's authorized personnel;
- Designate a technically qualified representative (a "Primary Technical Contact") to be the focal point to whom AlienVault may direct general technical information pertaining to Ordering Activity's Supported Products. Ordering Activity's Primary Technical Contact and each caller must have sufficient technical knowledge of Ordering Activity's Supported Product environment to enable effective communication with the AlienVault support center;
- Provide AlienVault with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which Ordering Activity requests assistance;
- Provide AlienVault with appropriate remote access to Ordering Activity's system if necessary to assist in isolating the software problem cause. Ordering Activity will remain responsible for adequately protecting the system and all data contained therein whenever it is remotely accessed by AlienVault with Ordering Activity's permission;
- Use the information obtained under these Services only for the support of the information processing requirements within Ordering Activity's enterprise;
- Ensure that Services are used only in relation to duly licensed Supported Products;
- Make reasonable efforts to correct any issue and deploy corrections after consulting with AlienVault;
- Promptly install all Maintenance Patches and Resolutions;
- Maintain a backup of all Appliance configuration data (as described in the Documentation); and
- Inform AlienVault promptly of any changes in hardware location.

10. NOTICES AND COMMUNICATIONS

Written communications, including notices to a party's designated representative, are to be sent to the address (physical or by facsimile) set out in the Order Form or such other address as may be notified in writing to each party. The parties consent to the use of facsimile transmissions to send and receive communications in connection with this Attachment A.

11. WARRANTY AND WARRANTY DISCLAIMERS

Contractor warrants that:

- A. Replacement Hardware will conform to its original warranty for 30 days;
 - B. Contractor through AlienVault will perform the Services using reasonable care and skill in a professional manner. In the event of any breach, Ordering Activity's remedy is limited to re-performance of the Services.
 - C. The foregoing warranties do not apply to: (i) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (ii) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (iii) damage caused
-

by accident, abuse, misuse, neglect or failure to properly maintain (including but not limited to water damage and/or condensation or improper temperatures during storage), or improper installation; (iv) damage caused by electrical disturbances or acts of God, including but not limited to civil disturbance, war, flood, fire, rodents or insects; (v) where manufacturer's serial numbers have been removed from the hardware; and (vi) damage caused during shipment (due to Ordering Activity's improper packaging) from Ordering Activity to AlienVault in the case of hardware returns for repair.

D. The foregoing warranties are voided immediately if repair, modification (including Upgrades/Updates, expansions of usage or addition of non-manufacturer parts or accessories), alteration or other service is attempted other than by Contractor through AlienVault or under its instruction. In this regard, the integrity of the appliance casing (a/k/a "the box") should not be violated for any reason, unless expressly authorized by AlienVault in writing.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL MEET ORDERING ACTIVITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE HARDWARE OR ANY NETWORKS OR SYSTEMS PROTECTED BY THE HARDWARE WILL BE FREE FROM VULNERABILITY, INTRUSION, ATTACK, OR OTHER DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SUPPORT SERVICE LEVELS

Contractor through AlienVault will provide Support Services to Ordering Activity pursuant to following procedures.

A. AlienVault Online Support Center. The Ordering Activity has 14/7 access to AlienVault Support Center. AlienVault shall assign an Incident priority level to the request during Service Hours (Severity levels 1-4).

B. Support Call Logging. AlienVault shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received with a tracking number, and with respect to Software Support, within the Support Reply Times.

C. Software Support Reply Times. Support for the Software is available during Service Hours with the following Support Reply Times:

Incident Priority	Support Reply Time
Severity 1: prevents operation of the system	2 Hours
Severity 2: significant reduction in specified functionality of the system	4 Hours
Severity 3: minor reduction in specified functionality, but does not impede system operation in a normal manner	24 Hours
Severity 4: minor bugs and errors that do not impede system operation in a normal manner	36 Hours

D. Software Response. Following acknowledgement by AlienVault in response to a Support Call with respect to a Severity 1 or 2 Incident, AlienVault will apply continued efforts to provide Ordering Activity with a Resolution. Following acknowledgement of a Severity 3 Incident, AlienVault will apply its reasonable efforts during the period of 8:00 a.m. to 8:00 p.m. PST, Monday through Friday, excluding AlienVault holidays, to provide Ordering Activity with a Resolution. Following acknowledgement of a Severity 4 Incident, AlienVault will incorporate any necessary changes with the next release of the Software, or provide a Resolution thereto, in its sole discretion.

EXHIBIT B - PREMIUM MAINTENANCE AND SUPPORT

1. DEFINITIONS

"Customer Critical Problem": A problem for which Ordering Activity has no known work around resulting in a critical disruption in the operation of the Supported Products.

"Coverage Period":

- Premium 24x7 Support: Support is provided 24 hours per day, seven days a week, including holidays.
- Premium Business Hours Response Objective is 1/2/24/36 hours.

"Hardware Defect": A Supported Incident in respect of the AV-Appliance hardware product.

"Maintenance Patch/Update": A release of or for a Supported Product that includes the most recent Resolutions.

"SLA Escalations": Weekdays, weekends and holidays counted towards escalation clock.

"Resolution": Either a software modification or addition that, when made or added to the Supported Product, corrects a Supported Incident; or a work-around, procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical

adverse effect of such Supported Incident on Ordering Activity; or replacement of the Supported Product. (Resolutions may include patches and bug fixes).

"Supported Incidents": A material defect in materials and workmanship of the Supported Products, or failure of the Supported Product to conform to the specifications set forth in the documentation ("Documentation") relating to that version of the Supported Product, resulting in the inability to use, or restriction in the use of, the Supported Product.

"Supported Products": AlienVault Unified Security Management™ (AV-USM™) platform, AlienVault Professional Threat Management (AV-PTM) solution, AlienVault Compliance Management (AV-CM) solution, AlienVault Appliance (AV-Appliance) and OSSIM by AlienVault versions installed from an AlienVault installer and other software products provided by AlienVault (collectively, "Software"). Support for Software integrated in the AV-Appliance is limited to the current version and the immediately prior version of the AV-USM™ for a period of six months after the prior version has been superseded by the current version.

"Upgrade/Update": A revision or change of version of the Supported Software, made generally available by AlienVault to its end user customers generally, during the term of this Exhibit. A version change may include new and different functionality or an increase in the capacity of the current Software. An Upgrade or Update does not include different products or services or additional third party components or modules, which may be priced separately. Upgrading to a new version may or may not require professional services in relation to Ordering Activity's system, which is not included in this Exhibit.

2. SERVICE DESCRIPTION AND SCOPE

A. Scope of Maintenance Services. The scope of Maintenance Services includes the following two services:

1. *Hardware Replacement:* Replacement of an AV-Appliance due to a Hardware Defect by shipment to the Ordering Activity.
2. *Supported Product Maintenance:* The provision of Resolutions, Maintenance Patches, and Upgrades / Updates in relation to the Supported Product during the Support Period, as set forth below.

B. Scope of Support Services. The scope of Support Services includes the following two services:

1. *Technical Support:* Help with regard to installation, configuration and administration of the AV-Appliance and AV-USM™ platform, AV-PTM and AV-CM solutions.
2. *Customer Support Portal:* Online platform for customers to submit and track support tickets and access the support knowledge database.

Support Services do not include development, consulting or technical training. Any additional tasks derived from the ticket beyond knowledge transmission, and not specified hereunder, such as development, documentation, specific testing or remote access will be charged on an hourly basis unless otherwise agreed in writing by the parties. The Support Services and Maintenance Services are collectively referred to as the "Services."

C. Service Modification. Modifications to the scope of the Maintenance Services and/or Support Services may be made from time to time by AlienVault and will be notified to Ordering Activity in writing.

D. Exclusion from Services. Contractor through AlienVault is not obligated to provide Maintenance Services and/or Support Services in the following situations:

- Unsupported Incidents;
- Improper installation or operation of the Supported Product not in accordance with AlienVault's specifications or the Documentation;
- The Supported Product has been damaged or the Supported Incident is caused by Ordering Activity's negligence, or other causes beyond the reasonable control of AlienVault;
- The Supported Incident is caused by third party hardware or software not sold or licensed by or through AlienVault;
- Ordering Activity has not installed and implemented a Maintenance Patch/Update or Upgrade so that the Software is not a release supported by AlienVault;
- Ordering Activity has broken the AlienVault hardware seal, except under instructions of AlienVault support staff or as part of an upgrade process.

Such issues may be addressed separately upon request to AlienVault or an AlienVault authorized partner at the applicable hourly rates for consulting, subject to the Consulting Exhibit.

3. MAINTENANCE SERVICE AND SUPPORT SERVICE PERIOD

The Maintenance Service and/or Support Service period begins on the date of initial delivery of the Supported Product in accordance with the Order Form, or as otherwise indicated in the Order Form, and has a duration of one (1) year. The Services period is not extended if replacement hardware or software is provided under the terms hereof.

4. HARDWARE REPLACEMENT

If Contractor through AlienVault confirms a Hardware Defect on a business day before 1:00 PM (local time for the AlienVault shipping center), AlienVault will ship replacement AV-Appliance hardware of like or better quality on the same business day, subject to carrier schedules and customs. If a defect is confirmed after 1:00 PM or Off-Shift, then AlienVault will ship the replacement Hardware on the following business day. Ordering Activity is responsible for returning the defective hardware to AlienVault within 15 days after receiving the replacement hardware. All shipments are at AlienVault's expense, using AlienVault's selected carrier.

5. MEANS OF PROVIDING THE MAINTENANCE AND SUPPORT SERVICES

Contractor through AlienVault will provide the Services by remote assistance. Except in the case of emergencies, requests for Services must be made to AlienVault by sending an email to support@alienvault.com. In response to requests, support technicians will respond via email or phone. Severity 1 and 2 issues may be reported by phone.

6. RESPONSE CRITERIA

Contractor through AlienVault's initial response may result in resolution of the request or form the basis for determining what additional actions may be required to achieve Resolution. For Service requests received during Off Shift, AlienVault will use commercially reasonable efforts to respond within two hours of the start of business on the next business day. AlienVault is not responsible for delays in response delivery caused by systems and network problems.

For Premium 24x7 Support, during Off Shift, AlienVault will use commercially reasonable efforts to respond to Service calls which are Customer Critical Problems within two hours, and all other Service calls within 4/24/36 hours respectively.

7. MAINTENANCE PATCHES AND UPGRADES/UPDATES

In addition to Resolutions, during the term of the Order Form, Contractor through AlienVault shall make Maintenance Patches and Upgrades/Updates available if and when made generally available by AlienVault. If a question arises as to whether a product offering is an Upgrade/Update or a new product or separate component, AlienVault's determination will prevail, provided that AlienVault treats the product offering as a new product or feature for its end user customers generally.

8. SUPPORT SERVICE UPGRADE

Ordering Activity may upgrade its Support Service option at any time (for example, from Premium 8x5 to Premium 24x7) on written request to Contractor through AlienVault and payment of the corresponding GSA prices.

9. ORDERING ACTIVITY RESPONSIBILITIES

Ordering Activity agrees to:

- Ensure that any access codes AlienVault provides are used only by Ordering Activity's authorized personnel;
 - Designate a technically qualified representative (a "Primary Technical Contact") to be the focal point to who Contractor through AlienVault may direct general technical information pertaining to Ordering Activity's Supported Products. Ordering Activity's Primary Technical Contact and each caller must have sufficient technical knowledge of Ordering Activity's Supported Product environment to enable effective communication with the AlienVault support center;
 - Provide Contractor through AlienVault with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which Ordering Activity requests assistance;
 - Provide Contractor through AlienVault with appropriate remote access to Ordering Activity's system if necessary to assist in isolating the software problem cause. Ordering Activity will remain responsible for adequately protecting the system and all data contained therein whenever it is remotely accessed by AlienVault with Ordering Activity's permission;
 - Use the information obtained under these Services only for the support of the information processing requirements within Ordering Activity's enterprise;
 - Ensure that Services are used only in relation to duly licensed Supported Products;
 - Make reasonable efforts to correct any issue and deploy corrections after consulting with AlienVault;
 - Promptly install all Maintenance Patches and Resolutions;
 - Maintain a backup of all Appliance configuration data (as described in the Documentation); and
-

-
- Inform AlienVault promptly of any changes in hardware location.

10. NOTICES AND COMMUNICATIONS

Written communications, including notices to a party's designated representative, are to be sent to the address (physical or by facsimile) set out in the Order Form or such other address as may be notified in writing to each party. The parties consent to the use of facsimile transmissions to send and receive communications in connection with this Attachment A.

11. WARRANTY AND WARRANTY DISCLAIMERS

Contractor warrants that:

- A. Replacement Hardware will conform to its original warranty for 30 days;
- B. Contractor through AlienVault will perform the Services using reasonable care and skill in a professional manner. In the event of any breach, Ordering Activity's remedy is limited to re-performance of the Services.
- C. The foregoing warranties do not apply to: (i) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (ii) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (iii) damage caused by accident, abuse, misuse, neglect or failure to properly maintain (including but not limited to water damage and/or condensation or improper temperatures during storage), or improper installation; (iv) damage caused by electrical disturbances or acts of God, including but not limited to civil disturbance, war, flood, fire, rodents or insects; (v) where manufacturer's serial numbers have been removed from the hardware; and (vi) damage caused during shipment (due to Ordering Activity's improper packaging) from Ordering Activity to AlienVault in the case of hardware returns for repair.
- D. The foregoing warranties are voided immediately if repair, modification (including Upgrades/Updates, expansions of usage or addition of non-manufacturer parts or accessories), alteration or other service is attempted other than by Contractor through AlienVault or under its instruction. In this regard, the integrity of the appliance casing (a/k/a "the box") should not be violated for any reason, unless expressly authorized by AlienVault in writing.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL MEET ORDERING ACTIVITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE HARDWARE OR ANY NETWORKS OR SYSTEMS PROTECTED BY THE HARDWARE WILL BE FREE FROM VULNERABILITY, INTRUSION, ATTACK, OR OTHER DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SUPPORT SERVICE LEVELS

Contractor through AlienVault will provide Support Services to Ordering Activity pursuant to following procedures.

- A. AlienVault Online Support Center. The Ordering Activity has 14/7 access to AlienVault Support Center. AlienVault shall assign an Incident priority level to the request during Service Hours (Severity levels 1-4).
- B. Support Call Logging. AlienVault shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received with a tracking number, and with respect to Software Support, within the Support Reply Times.
- C. Software Support Reply Times. Support for the Software is available during Service Hours with the following Support Reply Times:

Incident Priority	Support Reply Time
Severity 1: prevents operation of the system	1 Hours
Severity 2: significant reduction in specified functionality of the system	2 Hours
Severity 3: minor reduction in specified functionality, but does not impede system operation in a normal manner	24 Hours
Severity 4: minor bugs and errors that do not impede system operation in a normal manner	36 Hours

- D. Software Response. Following acknowledgement by AlienVault in response to a Support Call with respect to a Severity 1 or 2 Incident, AlienVault will apply continued efforts to provide Ordering Activity with a Resolution. Following acknowledgement of a Severity 3 Incident, AlienVault will apply its reasonable efforts during the period of 8:00 a.m. to 8:00 p.m. PST, Monday through Friday, excluding AlienVault holidays, to provide Ordering Activity with a Resolution. Following acknowledgement of a Severity 4 Incident, AlienVault will incorporate any necessary changes with the next release of the Software, or provide a Resolution thereto, in its sole discretion.
-