

Alert Logic Terms and Conditions

These terms and conditions apply to business clients only.

These product specific terms and conditions, along with the accompanying Master Service Agreement and Business Service Agreement, supplement and compose the entirety of the contract between the parties.

Hardware Loan. In certain instances Client's service configuration may require the use of hardware supplied by Alert Logic to enable the Venyu Sentinel Security Suite powered by Alert Logic Services (the "Hardware"). The Hardware is loaned, not sold, to Client, for use solely during the term of this Proposal, and will at all times remain the property of Alert Logic. Client will use a reasonable degree of care to maintain and protect the Hardware. Client will not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or copy the Hardware (including any Software or firmware that is part of, incorporated into or running on the Hardware). Client assumes all risk of, loss, damage, theft, or destruction of the Hardware while it is in the Client's possession or control or that of its agents, including any carrier (except any carrier transporting the hardware from the possession of Alert Logic to Client), and Client will reimburse Alert Logic and/or Venyu for any costs of necessary repair or replacement. Client will keep the Hardware free of all security interests, liens, and other encumbrances.

License Grant. Alert Logic hereby grants to Client a nonexclusive, royalty-free license, during the term of this Proposal, to use the Alert Logic Technology solely for purposes of using the Alert Logic Services. Client shall have no right to use the Alert Logic Technology for any purpose other than using the Alert Logic Services.

Service Warranties.

(a) **Service Level Warranty.** Subject to the exceptions set forth herein, Alert Logic warrants that it will provide each Service at or above the service levels defined below (the "Service Level Warranty"):

(i) Alert Logic will provide 99.9% reliability for its hosted services. The 99.9% reliability is calculated by determining the total time in minutes for a month, or a year, subtracting all planned maintenance time, and then dividing all unplanned downtime of the hosted services by the remaining time. Alert Logic's obligations under this Proposal are in effect during all hours of operation, except during planned maintenance windows and any approved additional maintenance windows scheduled by Alert Logic.

(ii) Alert Logic will notify Client at least 3 days in advance of any additional planned maintenance occurring outside of the standard maintenance window and make efforts to accommodate Client's needs regarding the additional maintenance requirement. Alert Logic will provide Client as much notice as possible when unplanned maintenance occurs.

(iii) For Clients purchasing ActiveWatch, for all networks segments for which Threat Manager and ActiveWatch services are deployed ("Protected Networks"), Alert Logic will escalate detected security incidents for network threats to Protected Networks within 30 minutes of their occurrence.

(iv) For Clients purchasing LogReview, Alert Logic will (a) review data for the prior day within 24 hours, (b) escalate potential security incidents to Client upon detection and (c) maintain an audit trail of review activity on a daily basis that is accessible online.

(v) Alert Logic will respond to properly submitted service requests within 2 hours of receipt and either resolve or escalate properly submitted service requests within 24 hours of receipt. Service requests must be submitted via e-mail or telephone.

(b) **Remedies.** In the event that Alert Logic fails to provide a Service at the level required by the Service Level Warranty, Client's only remedies are those set forth in this Section (the "Remedies").

(c) **Client Must Request Remedies.** In order to receive any of the Remedies, Client must notify Alert Logic via email to Accounting@AlertLogic.com with a copy to Venyu via email to info@venyu.com within seven (7) days from the time Client becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit Client's right to receive such Remedies.

(d) Remedies Shall Not Be Cumulative; Maximum Remedy; No Remedies if Delinquent. The Remedies set forth herein are not cumulative. The aggregate maximum Remedy for any and all failures to provide Services at the level required that occur in a single calendar month shall not exceed one calendar month of service credit. If Client is late in making any payments owing pursuant to this Proposal at the time of the occurrence which would otherwise entitle Client to Remedies, none of such Remedies shall be available to Client.

(e) The Service Level Warranty set forth in this section apply only to the Venyu Sentinel powered by Alert Logic Services and do not apply to any other Services provided under this Proposal or the MSA.

(f) No Other Warranty. Except for the express warranties set forth in this Section of the Proposal, the Venyu Sentinel Security Suite powered by Alert Logic Services and Hardware are provided on an "as is" basis, and Client's use of the Services and Hardware is at its own risk. Alert Logic and Venyu do not make, and hereby disclaims, any and all other express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Neither Alert Logic nor Venyu warrant that the Services or Hardware will be uninterrupted, error-free, or completely secure. Alert Logic does not and cannot control the flow of data to or from Alert Logic's data centers and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's or Alert Logic's connections to the Internet (or portions thereof). Although Alert Logic will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Alert Logic cannot guarantee that such events will not occur. Accordingly, Alert Logic disclaims any and all liability resulting from or related to such events.