



PREMIUM SUPPORT EXHIBIT

This Premium Support Exhibit (the "Exhibit") is appended to and made a part of the Order Form and Agreement between AlienVault and Customer (the "Order Form") and is subject to the terms and conditions thereof.

1. DEFINITIONS

"Customer Critical Problem": A problem for which Customer 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 Customer; 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version and the immediately prior version of the AV-USM™ for a period of six months after the prior version has been superseded by the current version.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 Customer'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 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.

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 Customer in writing.

D. Exclusion from Services. 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 Customer’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;
- Customer has not installed and implemented a Maintenance Patch/Update or Upgrade so that the Software is not a release supported by AlienVault;
- Customer 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. This Exhibit is automatically renewed for additional one (1) year periods unless either party provides prior written notice of its intention not to renew at least 60 days prior to any scheduled renewal date.

4. HARDWARE REPLACEMENT

If 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.

Customer 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

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

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 this Exhibit, 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

Customer may upgrade its Support Service option at any time (for example, from Premium 8x5 to Premium 24x7) on written request to AlienVault and payment of the corresponding fees.

9. CUSTOMER RESPONSIBILITIES

Customer 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 Customer'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 Customer's Supported Products. Customer's Primary Technical Contact and each caller must have sufficient technical knowledge of Customer'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 Customer requests assistance;
- Provide AlienVault with appropriate remote access to Customer's system if necessary to assist in isolating the software problem cause. Customer will remain responsible for adequately protecting the system and all data contained therein whenever it is remotely accessed by AlienVault with Customer's permission;
- Use the information obtained under these Services only for the support

of the information processing requirements within Customer'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. CHARGES AND PAYMENT

A. Charges ("Support Fees") for either or both Maintenance and/or Support Services during the Coverage Period, are invoiced in advance, or in the case of a renewal term, no later than the date of commencement of the applicable Coverage Period.

B. The Support Fees may vary, depending on, for example, the services engaged, the Coverage Period (Prime Shift or Full Shift) and the term of this Exhibit. Customer's Support Fee is set forth in the Order Form and any renewal order form.

C. Any additional tasks derived from the Services beyond knowledge transmission, and not specified under Section 2, such as development, documentation, specific testing, etc., will be charged at AlienVault's professional services rates and performed pursuant to the Consulting Exhibit or as mutually agreed in writing by the parties.

D. Maintenance Services and Support Services expire on termination of the AlienVault Unified Security Management Platform License or otherwise in accordance with the corresponding Order Form.

E. For all replaced hardware, if the defective hardware is not returned to AlienVault within 15 days after receiving the replacement hardware, Customer will be invoiced for the replacement hardware at AlienVault's then-current replacement price.

11. CONFIDENTIALITY

A. All confidential information exchanged within the course of the Services will be maintained confidential under the Software Exhibit.

B. Customer authorizes AlienVault and its subsidiaries (and their successors and assigns, contractors and partners) to store and use personal business contact information (limited to name and professional email address) in connection with AlienVault products and services or in furtherance of AlienVault's business relationship with Customer.

12. 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 Exhibit.

13. TERMINATION AND WITHDRAWAL

A. Either AlienVault or Customer may terminate this Exhibit if the other does not comply with any of its terms, provided that written notice and 30 days to comply is given to the breaching party, and that the breach is not remedied within such 30 day period.

B. AlienVault may at its option suspend performance of Services or terminate this Exhibit immediately on notice at any time if Customer is in material breach of this Exhibit or if Customer fails to comply with the Software Exhibit. This Exhibit will also terminate on termination of the applicable Software Exhibit.

C. AlienVault may withdraw Services in their entirety on six months' written notice to Customer by letter or e-mail. If AlienVault withdraws, or Customer terminates the Services as provided in this Section 13, upon Customer's written request AlienVault (or an AlienVault Business Partner) will provide a pro-rated refund for the period after the effective date of termination.

Any terms of this Exhibit which by their nature extend beyond the Exhibit termination or withdrawal remain in effect in accordance with their terms.

14. WARRANTY AND WARRANTY DISCLAIMERS

AlienVault warrants that:

A. Replacement Hardware will conform to its original warranty for 30 days;

B. AlienVault will perform the Services using reasonable care and skill in a professional manner. In the event of any breach, Customer'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 Customer's improper packaging) from Customer 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 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. ALIENVAULT DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'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, ALIENVAULT 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.

15. LIMITATION OF LIABILITY

IN NO EVENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL ALIENVAULT OR ITS LICENSORS, PARTNERS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES UNDER THIS EXHIBIT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OR INTERRUPTION OF USE, LOSS OF DATA, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY), OR ANY AMOUNTS IN EXCESS OF THE SERVICES FEES ACTUALLY PAID TO ALIENVAULT DURING THE PRECEDING 12 MONTHS. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND

DO NOT APPLY TO BODILY INJURY TO A PERSON.

Neither AlienVault nor Customer will bring a legal action more than two years after the cause of action arose.

16. GENERAL

A. Assignment. Neither party may assign this Exhibit or any right or obligation hereunder, without the other party's prior written consent. However, AlienVault may assign this Exhibit in the event of a merger or consolidation or the purchase of all or substantially all of its assets. This Exhibit will be binding upon and inure to the benefit of the permitted successors and assigns of each party.

B. Force Majeure. AlienVault will not be held responsible for any failure, delay or interruption caused by circumstances outside of its control, such as network failure, network connection failure, earthquake, flooding, strikes, embargos or acts of government. If such event giving rise to Force Majeure lasts for more than 30 days, then either party may terminate this Exhibit without such termination giving rise to any liability or right to any refund.

C. Amendments. Except as expressly stated herein, the terms of this Exhibit may not be modified except by a written agreement signed by both parties.

D. Severability. If any provision of this Exhibit is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from the remaining provisions of this Exhibit and shall not affect or impair the validity or enforceability of the remaining provisions of this Exhibit.

E. Waiver. No failure of either party to exercise or enforce any of its rights under this Exhibit will act as a waiver of those rights.

SCHEDULE A: SUPPORT SERVICE LEVELS

AlienVault will provide Support Services to Customer pursuant to following procedures.

A. AlienVault Support Center. The Customer's Authorized Contact shall report Incidents or problems with the Supported Product to the 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 Customer 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 Customer 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.