ENTERPRISE GENERAL TERMS

These Software General Terms ("**General Terms**") are entered into as of the date last signed ("**Effective Date**") between Graylog, Inc., a Delaware corporation, located at 1301 Fannin St., Suite 2140, Houston, TX 77002 ("**Graylog**"), and the customer executing these General Terms ("**Customer**"). By downloading, installing, accessing or using the Software or Hosted Service, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer.

Please see Section 14 for a list of Definitions of Capitalized terms not otherwise defined herein.

1.   License.

    1.1.   Grant of License. Subject to the terms and conditions of these General Terms, Graylog hereby grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable license during the applicable Subscription Term to: (a) install, or have installed, the Software within the Customer Network, and (b) use the Software in accordance with the Documentation within the Customer Network in accordance with the Software's normal and intended use and subject to applicable user license limits and the Daily Volume Limits as specified in the applicable Order Form.

    1.2.   License Restrictions. Access to and use of the Software may be limited by restrictions set forth in the applicable Order Form, including, without limitation, a specific number of gigabytes or other applicable volume metrics defined therein. Licensee shall not circumvent these limitations. Unless otherwise specified in these General Terms or in another agreement between the parties, Customer may not: (a) modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Software, or knowingly permit or encourage any third party to do so, (b) use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties, (c) use the Software in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Software, or (d) use the Software or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by any government agency.

    1.3.   Limited Rights. Customer's rights in the Software will be limited to those expressly granted in this Section 1. Graylog reserves all rights and licenses in and to the Software not expressly granted to Customer.

2.   Hosted Services. If Customer is purchasing Graylog's Hosted Service then specific Hosted Service Terms will apply and are set forth here: www.graylog.org/legal/hostedserviceterms.

3.   Support Services.

    3.1.   Support Services. Subject to the timely payment of the applicable Fees, Graylog will use commercially reasonable efforts to provide Support Services during the applicable Subscription Term at the support level purchased pursuant to the Order Form and in accordance with Graylog's Support Terms set forth here: www.graylog.org/legal/supportterms.

3.2. <u>Subcontracting</u>. Graylog reserves the right to subcontract all or part of the Support Services, provided that Graylog shall remain responsible for performance of such services by its subcontractors.

4. <u>Fees and Payment.</u>

4.1. <u>License and Support Fees</u>. Customer shall pay Graylog the applicable fees specified in each Order Form (the "**Fees**"), provided that if Customer registers for a free trial or beta version of the Software, the Software will be offered to Customer free of charge during the trial or beta period indicated at the time of registration. Unless otherwise set forth in the applicable Order Form, the Fees for the initial Subscription Term shall be due and payable upon the execution of the applicable Order Form.

4.2. <u>Payment Terms</u>. Except as otherwise set forth herein, all Fees are non-refundable and non-cancelable and payable in United States dollars. Should Customer not pay any amounts when due, Graylog may (at its discretion and in addition to other remedies it may have) suspend Customer's and its authorized users' access to the Service. Customer shall pay Graylog a late fee of one and one half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, on all past due amounts, such late fee to be compounded monthly. The Fees payable under these General Terms shall not include local, state, or federal sales, use, value-added, excise or personal property or other similar taxes or duties and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of Graylog. Customer shall not set-off or offset against Graylog's invoices amounts that Customer claims are due to it. Customer will bring any claims or causes of action it may have in a separate action and waives any rights it may have to offset, set-off, or withhold payment for Software or Support Services delivered or provided by Graylog.

5. <u>Daily Volume Limits</u>. From time to time, the Software will communicate to Graylog the volume of data processed by Customer through the Software beginning at 12:00 and 0 seconds AM and ending at 11:59 and 59 seconds PM. On a monthly basis, beginning the first day of each calendar month and ending on the final day of each calendar month, Graylog will provide Customer with notice of the daily volume processed by Customer through the Software. If the Customer exceeds the Daily Volume Limit 5 times or more during any month, Customer, at Graylog's request, shall negotiate in good faith with Graylog on appropriate amendments to the pricing and other relevant terms of these General Terms that are consistent with Customer's actual use of the Software. Notwithstanding the foregoing sentence, Customer acknowledges and agrees that exceeding the Daily Volume Limit constitutes a material breach of these General Terms.

6. <u>Ownership</u>. The license granted in Section 3 confers no ownership rights to Customer and is not a sale of any rights in the Software, the Documentation, the media on which either is recorded or printed, or in any intellectual property rights of Graylog. Graylog shall own and retain ownership of all right, title, and interest in and to (i) the Software and any copies thereof; (ii) the Documentation and any copies thereof; (iii) any ideas, suggestions, or feedback relating to the Software and Documentation ("**Feedback**"); and (iv) all intellectual property rights embodied within the foregoing (i)-(iii). Customer hereby irrevocably assigns and agrees to assign all of its right, title, and interest in and to any Feedback to Graylog.

7. <u>Confidentiality of these Terms</u>.

7.1. <u>Nondisclosure Obligation</u>s. Each party to these Terms may furnish the other party with Confidential Information. The parties agree that, during the term of these Terms and thereafter, each Receiving Party will hold Confidential Information of the Disclosing Party in confidence and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the Disclosing Party to any third party

other than to business, financial, or legal advisors, or in furtherance of a proposed sale, acquisition, or merger of substantially all of the Party's business interests related to these Terms as long as such disclosure is made under a duty of confidentiality. or (b) utilize Confidential Information for any purpose, except the performance of its obligations under these Terms or as authorized in writing by the Disclosing Party. Each Receiving Party will limit the disclosure of Disclosing Party's Confidential Information to its employees, third party contractors or consultants with a need-to-know and who have been advised of the confidential nature thereof and who are contractually obligated to maintain such confidentiality through execution of a nondisclosure agreement that is at least as protective as the terms and conditions of these Terms. The Receiving Party shall provide copies of these terms upon the written request of the Disclosing Party. Each Receiving Party shall be liable for any breach by any of its employees, third party contractors or consultants of the confidentiality obligations contained herein.

7.2. <u>Required Disclosures</u>. In the event a Receiving Party is required under applicable law, rule, regulation, court, or administrative order to disclose Confidential Information of the Disclosing Party, the Receiving Party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the Disclosing Party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.

7.3. <u>Customer Identification; Logo</u>. Customer agrees that Graylog may identify Customer as a customer verbally, in print, and on its corporate web site. Customer agrees that Graylog may display Customer's name and logo (within Customer's logo usage guidelines as may have been provided to Graylog), and link to the customer web site.

8. <u>Warranties</u>. GRAYLOG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUPPORT SERVICES, THE SOFTWARE OR THE DOCUMENTATION OR ANY OTHER SERVICES SUPPLIED BY GRAYLOG, ITS RESELLERS, OR ITS AGENTS, AND GRAYLOG HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, ACCURACY OF DATA, AND NON-INFRINGEMENT.

9. <u>Customer Indemnity</u>. Customer will indemnify Graylog and, at its option, defend any action brought against Graylog to the extent that it is based upon a third party claim arising out of any Customer Application, or which result from Graylog's compliance with Customer's designs, specifications, or instructions, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Graylog.

10. <u>Graylog Indemnity</u>

10.1. <u>Infringement Indemnification</u>. Subject to the terms of this Section 10, Graylog shall indemnify and defend Customer against any claim brought against Customer by third parties alleging the use of the Software or Documentation (a) infringes a United States patent, copyright or trademark registered as of the date Graylog provides Customer with the Software, or (b) misappropriates any third party trade secret (collectively, an "**Infringement Claim**"); provided, however, that (i) Customer gives Graylog prompt notification in writing of any such Infringement Claim and reasonable assistance, at Graylog's expense, in the defense of such Infringement Claim; and (ii) Graylog has the sole authority to defend or settle such Infringement Claims so long as any such settlement shall not include a financial obligation on, or an admission of liability by, Customer.

10.2. <u>Indemnification Limitations</u>. Graylog shall have no obligation for any Infringement Claim arising out of or relating to: (a) any modification created by or at the direction of Customer; (b) use of the Software other than in accordance with the Documentation and/or the terms

of these Terms; (c) use of a release of the Software no longer supported by Graylog; (d) use of the Software without Customer's implementation of all applicable Updates; (e) any third-party software; or (f) use of the Software in combination with any other hardware, software or other materials where, absent such combination, the Software would not be the subject of the Infringement Claim.

10.3. <u>Effect of Infringement Claim</u>. If an Infringement Claim is or, in Graylog's reasonable belief, is likely to be asserted, (a) Graylog may require Customer to discontinue use of the Software immediately and Customer shall comply with such requirement; and (b) Graylog will, at its sole option, either (i) procure for Customer the right to use and exercise its rights with respect to the Software or Documentation or affected part thereof as provided in these Terms; (ii) replace the Software or Documentation or affected part thereof with other non-infringing products or (iii) modify the Software or Documentation or affected part thereof to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clause (b) are not commercially feasible, as determined by Graylog in its sole discretion, terminate these Terms, in whole or in part, and the licenses granted pursuant to it, and refund to Customer the portion of prepaid Fees that relate to the remaining portion of the then-current Subscription Term.

10.4. <u>Exclusive Remedy</u>. THE PROVISIONS OF THIS SECTION 10 STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF GRAYLOG TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

11. <u>Limitation of Liability</u>.

11.1. <u>Disclaimer of Consequential Damages</u>. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR THE USE OR PERFORMANCE OF THE SOFTWARE OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. GRAYLOG SHALL HAVE NO LIABILITY FOR CUSTOMER'S PROVISION OF ITS OWN SERVICES TO ITS CUSTOMERS.

11.2. <u>Aggregate Liability</u>. IN NO EVENT WILL EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, EXCEED THE AGGREGATE AMOUNT PAID OR OWED TO GRAYLOG BY CUSTOMER DURING THE ONE (1) YEAR PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION WILL NOT LIMIT CUSTOMER OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE AND WILL NOT BE DEEMED TO LIMIT CUSTOMER RIGHTS TO ANY SERVICE LEVEL CREDITS UNDER ANY APPLICABLE SERVICE LEVEL SCHEDULE. FURTHERMORE, THE CAP ABOVE WILL NOT BE DEEMED TO LIMIT GRAYLOG'S RIGHT TO RECOVER AMOUNTS FOR CUSTOMERS USE OF THE SOFTWARE IN EXCESS OF THE CAPACITY PURCHASED OR USE OUTSIDE OF INTERNAL BUSINESS PURPOSES.

12. Term and Termination.

   12.1. Term. These Terms will begin on the Effective Date and will remain in effect through the end of each Subscription Term that is set forth in an Order Form, unless these Terms are earlier terminated in accordance with this Section 12.

   12.2. Termination for Breach. Each party will have the right to terminate these Terms or any Software license granted hereunder if the other party breaches any material term of these Terms and fails to cure such breach within thirty (30) days (five (5) days in the case of non-payment) after written notice thereof.

   12.3. Termination for Insolvency: Graylog may terminate these Terms if Customer ceases to conduct business in the normal course, becomes insolvent, enters into a suspension of payments, moratorium, reorganization or bankruptcy, makes a general assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights.

   12.4. Effect of Termination. Upon any termination of these Terms, all amounts due and owing by Customer to Graylog under these Terms and all Order Forms will be immediately payable and all Support Services and Software licenses granted pursuant to these Terms shall immediately terminate. At such time, Customer will promptly return the Software to Graylog or destroy the Software and all copies and portions thereof, in all forms and types of media, and, at Graylog's request, provide Graylog with an officer's written certification, certifying to Customer's compliance with the foregoing.

   12.5. Survival. The rights and obligations of the Parties contained in Sections 4 (as to amounts owed as of termination), 6, 7, 9, 10, 11, 12.4, 12.5 and 13 will survive the termination of these Terms.

13. General.

   13.1. Purchasing through Authorized Reseller. If Customer purchases through a Graylog authorized reseller, these General Terms will govern those Offerings. Customer payment obligations for the Purchased Offerings will be with the authorized reseller, not Graylog. Customer will have no direct Fee payment obligations to Graylog for those Offerings.

   Any terms agreed to between Customer and the authorized reseller that are in addition to these General Terms are solely between Customer and the authorized reseller. No agreement between Customer and an authorized reseller is binding on Graylog or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Software, Support Services or Hosted Services.

   13.2. Governing Law and Jurisdiction. These Terms will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts applicable to Harris County, Texas and the Parties hereby consent to personal jurisdiction and venue therein.

   13.3. Open Source Software. In order to use the Software, Customer may need to install on its Customer Network certain other software or components that are available in the public domain (the "**Open Source Software**"). Graylog has no proprietary interest in or to such Open Source Software and the Open Source Software is not licensed under these Terms. Customer's rights in the Open Source Software are governed by and subject to the terms and conditions set forth in their applicable license(s).

13.4. <u>Audit Rights</u>. Graylog may, at its expense, audit Customer's records and its installation and use of the Software to evaluate compliance with these Terms. Any such audit shall be conducted during regular business hours at Customer's facilities after five (5) days prior written notice, shall be limited to records relevant to installation and use of the Software, compliance with the terms of these Terms and calculation of fees hereunder and shall not unreasonably interfere with Customer's business. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid applicable fees to Graylog, Customer shall be invoiced for such underpaid fees, which shall be due and payable within fifteen (15) days of receipt of such invoice. If the underpayment of fees exceeds five percent (5%), Customer shall reimburse Graylog for all reasonable costs incurred to conduct the audit.

13.5. <u>Relationship of Parties</u>. The Parties to these Terms are independent contractors and these Terms will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

13.6. <u>Equitable Relief</u>. The Parties agree that a material breach of the license or confidentiality provisions of these Terms would cause irreparable injury to Graylog for which monetary damages would not be an adequate remedy, and therefore Graylog shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law.

13.7. <u>Force Majeure.</u> Neither Party shall be deemed to have breached any provision of these Terms as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond such Party's control.

13.8. <u>Government Use</u>. The use, duplication, reproduction, release, modification, disclosure, or transfer ("use") of the Software and the Documentation, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained in these Terms. All other use is prohibited. Further, the Software and the Documentation was developed at Graylog's private expense and is commercial in nature. By using, receiving, or downloading the Software and the Documentation, the Government user agrees to the terms and conditions contained in these General Terms including the terms and conditions contained in this paragraph.

13.9. <u>Export Control</u>. Customer acknowledges that the Software and all related technical information, documents and materials are subject to export controls under applicable laws, including, without limitation, the U.S. Export Administration Regulations, and Customer shall comply with all applicable export control laws, rules, and regulations.

13.10. <u>Assignment</u>. Customer may not assign these Terms, in whole or in part, without Graylog's prior written consent. Graylog may assign these Terms in its discretion. Any purported assignment in violation of this section shall be null and void. These Terms shall be binding on all permitted assignees.

13.11. <u>Severability.</u> The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms.

13.12. <u>Waiver.</u> The failure of either Party to enforce at any time the provisions of these Terms, or the failure to require at any time performance by the other Party of any of the provisions of these Terms, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either Party to enforce each and every such

provision thereafter. The express waiver by either Party of any provision, condition or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

13.13. <u>Entire Agreement.</u> These Terms, including any and all exhibits attached hereto, is the entire agreement of the Parties and supersedes any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of these Terms shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto. In the event of a conflict between any applicable Order Form and these Terms, the Order Form shall control. These Terms (including each Order Form) supersedes any conflicting or additional terms and conditions set forth on any purchase order, work order, or similar commercial document which may be issued by Customer.

13.14. <u>Notices.</u> All notices required or permitted under these Terms will be in writing and delivered by email, confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either Party to the other in accordance with this section. Either Party may change its address for notices under these Terms by giving written notice to the other Party by the means specified in this section.

13.15. <u>Counterparts.</u> These Terms may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one and the same Terms. The exchange of copies of these Terms in electronic format (e.g. in "pdf" format) shall constitute effective execution and delivery of these Terms as to the parties and may be used in lieu of the original Terms for all purposes.

14. <u>Definitions</u>.

14.1. "<u>Confidential Information</u>" means non-public information that is transmitted or otherwise provided by or on behalf of a party to these Terms (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) in connection with these Terms and the activities hereunder, and that should reasonably be understood by the Receiving Party to be Confidential Information due to the nature of such information or the presence of legends or other markings (including, but not limited to, "Confidential" and "Restricted") to be proprietary and confidential to the Disclosing Party. Confidential Information includes, but is not limited to, the terms, conditions and pricing under these Terms and information related to the performance of the Software. Confidential Information of Graylog includes, without limitation, the Software, all software provided with the Software, Documentation, the source code, and all algorithms, methods, techniques, and processes revealed by the source code. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from Disclosing Party, as evidenced by the Receiving Party's written records; (b) is or becomes generally known to the public without violation of these Terms; (c) is obtained by the Receiving Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) was developed by the Receiving Party independently of and without reference to Confidential Information, as evidenced by the written records of the Receiving Party.

14.2. "<u>Customer Application(s)</u>" means Customer's proprietary application(s) (i) as to which Customer deploys the Software under these Terms and (ii) that are deployed by or on behalf of Customer in a production environment.

14.3. "<u>Customer Content</u>" means any data that is ingested by or on behalf of Customer into Graylog Software from Customer's internal data sources.

14.4.   "<u>Customer Network</u>" means the hardware and software components within Customer's internal computer network at Customer's designated location or that of Customer's designated hosting provider.

14.5.   "<u>Daily Volume Limit</u>" means the number of gigabytes of data per day as specified in the Order Form that customer may process using the Software under these Terms.

14.6.   "<u>Documentation</u>" means any written, electronic, or recorded work, if any, provided by Graylog to Customer, that describes the functions and features of the Software.

14.7.   "<u>Fees</u>" means the fees described on each Order Form.

14.8.   "<u>Graylog Cloud</u>" – please see "Hosted Service"

14.9.   "<u>Graylog Content</u>" or "<u>Third Party Content</u>" means any Graylog or Third Party user generated configuration, including data processing rules, dashboards, alerts, and event definitions, saved searches, reports, or log collector configuration.

14.10.   "<u>Hosted Service</u>" means a technology service hosted by or on behalf of Graylog and provided to Customer and governed by "Hosted Service Terms"

14.11.   "<u>Hosted Service Terms</u>" means separate specific terms regarding Hosted Service in addition to these General Terms set forth here: www.graylog.org/legal/hostedserviceterms

14.12.   "<u>Order Form</u>" means a document executed by Graylog and Customer pursuant to which Customer orders Software and Support Services hereunder.

14.13.   "<u>Software</u>" means the computer software applications listed on any Order Form executed in connection with these Terms, including any Updates thereto.

14.14.   "<u>Subscription Term</u>" means the term for the license grant and Support Services that is specified on each Order Form.

14.15.   "<u>Support Services</u>" means the services described in Support Terms**.**

14.16.   "<u>Support Terms</u>" means separate Support Terms regarding support and maintenance services as part of your purchase set forth here: www.graylog.org/legal/supportterms

14.17.   "<u>Terms</u>" means collectively all Graylog provided Terms which include General Terms, Support Terms, Hosted Service Terms, and all other agreed upon terms as further outlined in the Order Form.

14.18.   "<u>Updates</u>" means subsequent releases of the Software and/or the Documentation provided hereunder, such as (a) bug or error fixes, patches, workarounds, and maintenance releases, and (b) releases that introduce new and significant features and functionality.