

Maintenance and Support for the Licensed Software

1. **Access to HUMIO.** Humio will provide Licensee with email support as described herein, subject to the obligations set forth herein, Monday through Friday, from 8:00 a.m. to 6:00 p.m. Pacific Time (excluding designated Humio company holidays).
2. **Updates.** For so long as Licensee is timely in the performance of its obligations under this Agreement and these M&S terms, and has paid to Humio the corresponding Software License and M&S Fees, Humio shall provide Licensee with access to Updates of the Licensed Software.
3. **Request for Problem Resolution.** All requests by Licensee for Error resolution will be logged after which Humio will perform an initial diagnosis and determine as far as reasonably practical the source of any problem which may have led to the support request. Humio will respond to Errors according to the priority levels, and support levels specified in the table below. Humio will determine, in its sole discretion, the applicable priority and all response times shall commence at the beginning of the next business day for requests for problem resolution that are logged during non-business hours.

PRIORITY	DESCRIPTION	BASIC SUPPORT RESPONSE TIME	ENTERPRISE SUPPORT RESPONSE TIME
Very High	The Licensed Software is inaccessible due to an Error that has a serious impact for normal use and the Licensed Software cannot perform critical functions	1 day	1 hour
High	The Licensed Software is operational, but part of the functionality is unavailable resulting in an Error	Reasonable efforts	4 hours
Medium	Cosmetic Error that does not affect the performance of functionality of the Licensed Software	Reasonable efforts	1 day
Low	Request for information regarding the Licensed Software	Reasonable efforts	3 days
YEARLY FEE (USD)		NA	TEN PERCENT (10%) OF THE LICENSE FEE

4. **Bug Fixing.** Humio will investigate incident reports concerning suspected problems with Licensed Software provided that (a) Licensee sends Humio a written report, which includes evidence of the suspected Error, and (b) the incident can be reproduced or reasonably confirmed by Humio. Humio will use commercially reasonable efforts to promptly correct the Error or provide a workaround to permit Licensee to use the Licensed Software substantially in conformance with the applicable Documentation. Should an Error not be resolved quickly or for

bugs that require further investigation, the procedures set forth in Section 5 below shall be invoked to engage the appropriate resources.

5. **Escalation Procedures.** With regard to Errors submitted to Escalation Procedures, an action plan will be developed by the Humio support team and communicated to Licensee. When an escalated Error has been resolved, the request for assistance will be considered closed. An Error will not be considered resolved until one of the following activities has been completed:

- (a) a resolution to the problem is obtained to Licensee's reasonable satisfaction;
- (b) a computer software code change in the form of a patch or a new revision that corrects the problem without causing additional problems has been delivered to Licensee;
- (c) a short term workaround is delivered to Licensee; or
- (d) an engineering commitment is made to correct the problem in a future release of the Licensed Software.

6. **Excluded Services.** Humio shall not be obligated to fix any Error or problem:

- (a) where the Licensed Software is not used for its intended purpose; or
- (b) where the Licensed Software has been altered, damaged, modified or incorporated into other software in a manner not approved by Humio; or
- (c) where the Licensed Software is a release that is no longer supported by HUMIO; or
- (d) which is caused by Licensee's or a third party's software or equipment or by Licensee's negligence, abuse, misapplication, or use of the Licensed Software other than as specified in the Documentation; or
- (e) where fixing the problem would require changes to Licensee's hardware or an Upgrade.

If Humio determines that it has no obligation to fix the reported incident for one of the reasons stated above, the parties may enter into a separate agreement authorizing Humio to provide additional support services at Humio's then-current professional services rates plus expenses.

7. **Term; Termination.** Subject to the terms and conditions set forth herein and the Agreement, and payment by Licensee of the corresponding Fees, M&S shall be provided to Licensee during the Term of the Agreement.

8. **Fees.** In consideration of Humio's provision of M&S as set forth above, Licensee agrees to pay to Humio the applicable fees set forth in the corresponding Order, or at Humio's then current rates for any additional products that may be ordered from time to time.

9. **End of Life Policy.** Licensee acknowledges that new features may be added to the Licensed Software based on market demand and technological innovation. Accordingly, as Humio develops enhanced versions of the Licensed Software, Humio may cease to maintain and support older versions. Humio will use commercially reasonable efforts to provide M&S with respect to the versions of the Licensed Software distributed by Humio during rolling twelve (12) month period.

10. **Definitions**

1. **"Error"** means an incident that investigation reveals is caused by the Licensed Software's failure to perform materially in accordance with the specifications set forth in the Documentation for such Licensed Software. An incident will not be classified as an Error if (a) the relevant Licensed Software is not used for its intended purpose; (b) the incident is caused by Licensee's or a third party's software or equipment (except to the extent Humio has incorporated or packaged such third party's software or equipment in or with the Licensed Software); or (c) the version of the Licensed Software on which the Error has

purportedly occurred is not the most current version of such Licensed Software made available to Licensee under this Agreement.

2. “**New Version**” means a release of a Licensed Software product or component thereof that implements a fundamental change in the software system philosophy and/or the software architecture, as determined by Humio in its sole discretion, typically identified by a change in the digit to the left of the decimal point of the product numbering convention (x.x) (e.g., Product 3.0 to Product 4.0).
3. “**Update**” means a change to the current version of a Licensed Software product or a component thereof that does not constitute a New Version, as determined by Humio in its sole discretion. An Update may include, without limitation, bug fixes, enhancements to the capability of an already partially supported feature or changes in the number, type, and/or specification of the supported platform(s), and is typically identified by a change in the digit to the right of the decimal point of the product numbering convention (x.x) (e.g., Product 3.1 to Product 3.2).
4. “**Upgrade**” means a migration by an existing licensee to a New Version.