

APPENDIX E TO DIR CONTRACT NO. DIR-TSO-4321



LICENSE AND SUPPORT AGREEMENT

This License and Support Agreement (“**Agreement**”) is entered into as of the date last signed (“**Effective Date**”) between Graylog, Inc., a Delaware corporation, located at 708 Main Street, 10th Floor, Houston, TX 77002 (“**Graylog**”), and the customer executing this Agreement (“**Customer**”). Graylog and Customer agree as follows:

1. Definitions.

- 1.1. “Customer Application(s)” means Customer’s proprietary application(s) (i) as to which Customer deploys the Software under this Agreement and (ii) that are deployed by or on behalf of Customer in a production environment
- 1.2. “Customer Network” 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.
- 1.3. “Daily Volume Limit” means the number of gigabytes of data per day as specified in the Order Form that customer may process using the Software under this Agreement.
- 1.4. “Documentation” means any written, electronic, or recorded work, if any, provided by Graylog to Customer, that describes the functions and features of the Software.
- 1.5. “Fees” means the fees described on each Order Form, which will be in accordance with DIR Contract DIR-TSO-4321.
- 1.6. “Order Form” means a document executed by Graylog and Customer pursuant to which Customer orders Software and Support Services hereunder. The initial Order Form is attached as **Schedule A** hereto.
- 1.7. “Software” means the computer software applications listed on any Order Form executed in connection with this Agreement, including any Updates thereto.
- 1.8. “Subscription Term” means the term for the license grant and Support Services that is specified on each Order Form.
- 1.9. “Support Services” means the services described on **Schedule B**
- 1.10. “Updates” 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.

2. License.

- 2.1. Grant of License. Subject to the terms and conditions of this Agreement, 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 limited to the Daily Volume Limits as specified in the applicable Order Form, in accordance with the Software’s normal and intended use and subject to applicable user license limits.

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- 2.2. 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 this Agreement 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.
- 2.3. Limited Rights. Customer's rights in the Software will be limited to those expressly granted in this Section 2. Graylog reserves all rights and licenses in and to the Software not expressly granted to Customer.
3. Services.
- 3.1. Support Services. Subject to the timely payment of the applicable Fees (as defined below), Graylog will use commercially reasonable efforts to provide Support Services, at the support level purchase pursuant to the Order Form during the applicable Subscription Term in accordance with Schedule B.
- 3.2. Subcontracting. 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. Fees and Payment.
- 4.1. License and Support Fees. Customer shall pay Graylog the applicable fees specified in each Order Form (the "**Fees**") and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-4321 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. Payment Terms. All Fees are nonrefundable and payable in United States dollars. Payments shall be handled in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-4321. Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-4321.
5. Daily Volume Limits. 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 this Agreement 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 this Agreement.

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6. Ownership. This license in Section 2 confers no ownership rights to Customer and is not a sale of any rights in the Software, the Documentation, or the media on which either is recorded or printed. 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. Confidentiality of this Agreement.
 - 7.1. Confidential Information – Defined. To the extent allowable under the Texas Public Information Act, “**Confidential Information**” means non-public information that is transmitted or otherwise provided by or on behalf of a party to this Agreement (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) in connection with this Agreement 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 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 this Agreement; (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.
 - 7.2. Nondisclosure Obligations. Each party to this Agreement may furnish the other party with Confidential Information. The parties agree that, during the term of this Agreement 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, or (b) utilize Confidential Information for any purpose, except the performance of its obligations under this Agreement 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 signature of a nondisclosure agreement that is at least as protective as the terms and conditions of Contract No. DIR-TSO-4321 and this Agreement. The Receiving Party shall provide copies of these agreements upon the written request of the Disclosing Party.
 - 7.3. Required Disclosures. 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

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8. Warranties.

- 8.1. Limited Support Warranty. Graylog warrants that the Support Services shall be performed in a professional and workmanlike manner. This warranty covers only problems reported to Graylog during the Subscription Term. The remedy and Graylog's entire liability for any breach of the foregoing warranty is set forth in **Schedule B**.
- 8.2. Limited Software Warranty. Graylog warrants that, for a period of ninety (90) days following the Effective Date, the Software shall perform substantially in accordance with its specifications as set forth in the Documentation. Customer will notify Graylog in writing of any non-conformity with the warranty specified in this Section 8.2, which notice shall include a detailed description of the non-conformity such that Graylog can reproduce the non-conformity. Upon receipt of such written notice, Graylog shall, at its expense, promptly repair, replace or modify the affected Software so that it is compliant. If Graylog determines that it is not commercially feasible to repair, replace or modify the affected Software so that it is compliant, Graylog may terminate the license to use the non-confirming Software and refund to Customer the portion of prepaid Fees that relate to the remaining portion of the then-current Subscription Term. THIS SECTION 8.2 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 8.2. The limited warranty in Section 8.2 is void and shall not apply: (a) if the Software is not used in accordance with the Documentation or this Agreement; (b) the non-conformity results from accident, abuse, misuse or misapplication of the Software; (c) if the Software has been customized, modified, enhanced or altered (other than by Graylog); or (d) if Customer is not using the most recent Updates to the Software.
- 8.3. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, 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. Indemnification shall be handled in accordance with Appendix A, Section 10A of Contract No. DIR-TSO-4321.

10. Limitation of Liability.

10.1. Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of Contract No. DIR-TSO-4321.

11. Term and Termination.

12. Term. This Agreement 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 this Agreement is earlier terminated in accordance with Appendix A, Section 11B of Contract No. DIR-TSO-4321.

12.1. Effect of Termination. Upon any termination of this Agreement, all amounts due and owing by Customer to Graylog under this Agreement and all Order Forms will be immediately payable and all Support Services and Software licenses granted pursuant to Contract No. DIR-TSO-4321 and this Agreement shall immediately terminate. Subject to record retention policies and laws, 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.

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12.2. Survival. The rights and obligations of the Parties contained in Sections 4 (as to amounts owed as of termination), 6, 7, 8.3, 9, 10, 11, 12.4, 12.5 and 13 will survive the termination of this Agreement.

13. General.

13.1. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law's provisions. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state courts applicable to Travis County, Texas and the Parties hereby stipulate this exclusive venue.

13.2. 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**"). A listing of such Open Source Software will be made available from Graylog upon written request. Graylog has no proprietary interest in or to such Open Source Software and the Open Source Software is not licensed under this Agreement. Customer's rights in the Open Source Software are governed by and subject to the terms and conditions set forth in the applicable license(s). Customer will fully comply with these terms and conditions and the terms of Contract No. DIR-TSO-4321. GRAYLOG WILL SPECIFICALLY DISCLOSE TO CUSTOMER ALL OPEN SOURCE SOFTWARE INVOLVED WITH ANY SOFTWARE ORDER BEFORE IT ACCEPTS THE ORDER. CUSTOMER WILL HAVE THE RIGHT TO CONFIRM OR WITHDRAW ITS ORDER AFTER ITS REVIEW OF THE APPLICABLE OPEN SOURCE SOFTWARE LICENSE. IF GRAYLOG FAILS TO IDENTIFY OPEN SOURCE SOFTWARE AS DESCRIBED ABOVE, GRAYLOG WILL BE LIABLE FOR ANY DAMAGES INCURRED BY CUSTOMER FOR GRAYLOG'S FAILURE TO DO SO.

13.3. Audit Rights. Graylog may, at its expense, audit Customer's records and its installation and use of the Software to evaluate compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities after thirty days prior written notice, shall be limited to records relevant to installation and use of the Software, compliance with the terms of this Agreement 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., Such Invoices will be subject to the invoicing dispute and payment terms of DIR Contract No.DIR-TSO-4321

13.4. Relationship of Parties. The Parties to this Agreement are independent contractors and this Agreement 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.

13.5. Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 11C of Contract No. DIR-TSO-4321.

13.6. Government Use. 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 this Agreement. 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

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and conditions of Contract No. DIR-TSO-4321 and contained in this license agreement including the terms and conditions contained in this paragraph.

- 13.7. Export Control. 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.
- 13.8. Assignment. Assignments shall be handled in accordance with Appendix A, Section 4D of Contract No. DIR-TSO-4321.
- 13.9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- 13.10. Waiver. The failure of either Party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, 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 this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 13.11. Entire Agreement. DIR Contract No. DIR-TSO-4321 and this Agreement, 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 this Agreement 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 this Agreement, the Order Form shall control. This Agreement (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. If any conflict arises between this Agreement and DIR Contract DIR-TSO-4321; the DIR Contract will prevail.
- 13.12. Notices. Notices shall be handled in accordance with Appendix A, Section 12 of shall be handled in accordance with Appendix A, Section 11C of Contract No. DIR-TSO-4321.
- 13.13. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one and the same Agreement. The exchange of copies of this Agreement in electronic format (e.g. in "pdf" format) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

The Parties hereby execute this License and Support Agreement as of the Effective Date.

GRAYLOG, INC.:

CUSTOMER: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices

Address for Notices: _____

1301 Fannin St., Suite 2440, Houston, TX 77019

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Schedule A

Initial Order Form

This Order Form incorporates by reference and is governed by the terms and conditions of DIR Contract No. DIR-TSO-4321 and the License and Support Agreement between the signatories hereto dated _____, 20__ (“Agreement”). This Order Form is effective as of _____, 20__ (“Order Effective Date”).

Graylog and Customer agree to this Order Form, as follows:

1. Subscription Term

Subscription Term: [__] years
Subscription Term Start Date: [_____]

Unless cancelled by Appendix A, Section 11B of DIR Contract No. DIR-TSO- 4321 Appendix C, Pricing Index shall prevail pricing.

2. Software:

Software	Daily Volume Limit

3. Support Services

SUPPORT INFORMATION:

Support Level (check one):

[] Graylog Enterprise Support

Number of Graylog servers:

4. Fees

[\$ _____], which includes the license to use the Software and Support Services during the Subscription Term. The Fees for the initial Subscription Term are due and payable on the Order Effective Date.

Additional Terms: None

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Schedule A

Initial Order Form

The Parties hereby execute this Order Form as of the date last written below.

Graylog, Inc.:	Customer: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Schedule B

Description of Support Services

- 1. **Description of Support Services.** Upon payment of the fees set forth in the Order Form and during the term for which Customer is subscribed for Support Services (and current on all fees), Graylog shall perform the Support Services set forth below.

Following is a description of the Support Services. The level of Support Services to which customer is subscribed set forth in the Order Form:

Enterprise: Support Hours: 3:00 AM to 8:00 PM Eastern, Monday through Friday
 Phone + email support (all support inquiries must be initiated via email)
 Unlimited number of support inquiries
 6 Support Services contacts within Customer’s organization

The Support Services do not include assistance in training Customer’s personnel in the installation, administration, servicing, or normal use of the Software. It does not include answering questions that are readily answered by consulting Documentation that accompanies the Software.

2. **Methods of Support.**

- a. Jumpstart. Graylog will provide a one-hour offsite jumpstart support session to Customer as soon as reasonably practical after the Effective Date, regardless of the Subscription Level. Graylog may, at its discretion, offer onsite support, which may incur additional fees.
- b. General. Graylog may provide telephone assistance to Customer at telephone numbers designated by Graylog.
- c. Preparing for Call. Customer should have the following information and materials ready when calling for support: (a) customer number, (b) product version, , and (c) direct access to the network device (if possible) with the error.
- d. Remote Support. Graylog may provide remote assistance to Customer via a Customer or Graylog provided remote collaboration tool.
- e. Support Contact. The Customer’s primary point of contact for Support Services under this Agreement is:

Contact name: _____
 Email: _____
 Phone: _____

- f. First Level Support/Single Point of Contact. All communications relating to the Support Services shall be supervised, coordinated, and undertaken by no more than 1 designated contact person, in accordance with Customer’s Subscription Level, for each separate support inquiry who shall act as a single point of contact between Customer and Graylog.

3. **Maintenance Services.**

- a. Description. Upon payment of the fees set forth in the Order Form and during the term for which Customer is subscribed for Support Services (and current on all fees), Graylog shall provide Customer with Updates released to the general public during the applicable Subscription Term. Such Updates shall be provided to Customer at no additional charge.

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- b. Limitations. Except for Updates, Customer shall not be entitled to any other software as part of Support Services. Graylog shall offer Support Services on the current and immediately prior released versions of the Software in accordance with Graylog's lifecycle and/or end-of-life policy, unless Customer and Graylog enter into a mutually agreeable written agreement for additional Support Services. If Customer notifies Graylog of a problem and the problem is due to Customer incorrect or improper use of the Software or failure to comply with the terms of this Agreement (as opposed to a defect in the Software), at Customer's request in writing approving the fees therefor, Graylog may enter into a mutually agreed work order for Graylog to correct the problem. Customer shall take all necessary steps to back up its data. Standard maintenance and support does not include any on-site services. On-site services may be available for an additional fee. Customer acknowledges and agrees that Updates may require additional training of Customer's personnel.

4. Service Levels.

a. Severity Definitions.

- (1) **Critical**: Customer cannot conduct business based on a failure of the Software. Software is down or completely unusable for production requirements.
- (2) **Major**: Customer's business is severely impeded but can continue to operate. A degradation of performance in response time or functionality that does not preclude production-required functionality.
- (3) **Low**: Customer's ability to use the Software and conduct business is not affected. All support requests and bug report submissions.

b. Additional Definitions.

- (1) **"Response Time"** means the duration of time beginning when Customer calls or emails Graylog for Support Services and ending when Graylog responds to Customer's inquiry.
- (2) **"Resolution Time"** means the duration of time beginning when Graylog became aware of the incident and ending when Graylog takes appropriate actions to resolve the incident or the Software is restored to an operational level.
- (3) **"Work Around"** means a modification or "patch" for a particular version of Software, which may be of a temporary or interim nature.

c. Target Response and Resolution Times.

Graylog endeavors to meet the following response and resolution based on incident severity and time of notification.

Graylog Enterprise Support

Severity	Target Response Time (Off-hours)	Target Work Around Available (Off-hours)	Target for Resolution (Off-hours)
Critical	4 hrs (6 hrs)	6 hrs (8 hrs)	8 hrs (12 hrs)
Major	1 working day	2 working days	4 working days
Low	2 working days	N/A	60 calendar days