LOGRHYTHM SOFTWARE AS A SERVICE AGREEMENT

Important – read this carefully before using or electronically accessing this proprietary product.

This LogRhythm Software as a Service Agreement, which incorporates the applicable attached Addendums and any Statements of Work and Orders agreed by the parties (the “Agreement”), is a legal agreement between LogRhythm, Inc. (on behalf of itself and its Affiliates, “LogRhythm”) and the business entity that you, as the person accepting or signing this Agreement (“You”) are acting on behalf of (“Customer”) as the customer of the LogRhythm services and/or the end user of the LogRhythm software as a service platform accompanying this Agreement. This Agreement includes the attached European Software as a Service Agreement.

You agree that You are an employee or agent of Customer and are entering into this Agreement to procure the right to access and use the services by Customer for Customer’s own business purposes. You hereby agree that You enter into this Agreement on behalf of Customer and that You have the authority to bind Customer to the terms and conditions of this Agreement.

You will be required to indicate your agreement to these terms and conditions in order to access and use the LogRhythm services. By accessing or otherwise using LogRhythm services, including any newer versions, You acknowledge that You have read and understand this Agreement and that Customer agrees to be bound by all of the terms of this Agreement.

Customer is not required to sign this Agreement. This Agreement is included with the LogRhythm services and will govern Customer’s access and use of all LogRhythm services. If Customer elects to sign this Agreement, the signed version will supersede the click-through version of this Agreement that is included with the LogRhythm services.

CUSTOMER:  Click here to enter text.

LOGRHYTHM, INC.

Signature: ________________________________  Signature: ________________________________

Printed: ________________________________  Printed: ________________________________

Title: ________________________________  Title: ________________________________

Date: ________________________________  Date: ________________________________
1. **DEFINITIONS.**

1.1 “Access Date” means the date LogRhythm enables Customer to access the Services.

1.2 “Affiliate” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.3 “Authorised Reseller” means a reseller, distributor or partner authorised and approved by LogRhythm to resell the Services.

1.4 “Cloud Services” means a software as a service or other cloud-based offering that LogRhythm provides using the Software.

1.5 “Customer Data” means any information, data, materials that Customer transmits, or that is transmitted by a third party on Customer’s behalf, (a) into the Services or (b) that resides in the Software.

1.6 “Daily Rate” means the average MPS rate measured over a rolling 24-hour period.

1.7 “Documentation” means the user manuals provided to Customer with the Services upon access, in either electronic, online help files or hard copy format. All Documentation is provided in English.

1.8 “Effective Date” means the date the Order was signed by LogRhythm or, if there is no signed Order, the date the Order was accepted by LogRhythm.

1.9 “Hardware” means the hardware supplied from LogRhythm as set forth on an Order.

1.10 “Implementation Services” means the implementation, set up, and deployment services for the Services as listed and described in the applicable Order.

1.11 “Intellectual Property Rights” means all intellectual and industrial property rights throughout the world, including copyright and related rights, trademarks, service marks, rights to preserve the confidentiality of information (including know-how and trade secrets), trade names, domain names, rights in get-up, goodwill and right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, patents, patent applications, moral rights, contract rights and other intellectual proprietary rights, including all applications for (and right to apply for and be granted) renewals or extensions of, and right to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, or in any party of the world.

1.12 “Message” means each individual log or system event received by the Services including without limitation flat file, SNMP, SMTP, netflow (j flow and S flow), syslog or other event or system record.

1.13 “MPS” means the Messages per second set forth in the applicable Order.

1.14 “Order” means ordering documentation between Customer and LogRhythm or an Authorised Reseller and may include a signed quotation from LogRhythm or a Customer purchase order accepted by LogRhythm or the Authorised Reseller.

1.15 “Order Term” has the meaning set out in section 12.2.

1.16 “Overage” means when one of the following occurs: (a) Customer exceeds the Daily Rate more than three time per calendar quarter; (b) Customer exceeds the Sustained Rate entitlement more than four times in calendar month; or (c) Customer exceeds the Peak Rate more than 150% of the licensed MPS rate.

1.17 “Peak Rate” means the average MPS rate measured over a rolling 60 second period.

1.18 “Protected System” means the network attached device generating network traffic.

1.19 “Service Levels” means LogRhythm’s Service levels set forth in Service Level Addendum referenced in or attached to this Agreement.

1.20 “Services” means the online service described in the Order made accessible by LogRhythm to Customer using the Software hosted by LogRhythm. The Services include the Support Services and any purchased Implementation Services.

1.21 “Software” means the LogRhythm software programs identified in an Order as to be made accessible to Customer as a part of the Services, including any modified, updated, or enhanced versions of such software that may become part of the Software.

1.22 “Subscription” means the duration of access to and use of the Services purchased by Customer as specified in the applicable Order.

1.23 “Support Services” means LogRhythm’s technical support services set forth in Support Services Addendum referenced in or attached to this Agreement.

1.24 “Sustained Rate” means the average MPS rate measured over a rolling 1-hour period.
1.25 “Third Party Content” means information, data, technology or materials made available to Customer by any third party that Customer licenses and adds to a Service or directs LogRhythm to install in connection with a Service. Third Party Content includes web-based or offline software applications, data service or content that are provided by third parties that interoperate with the LogRhythm Software or a Service, as for example, a software content that is developed by or for Customer.

1.26 “Users” means Customer’s employees, independent contractors or consultants and other individuals who are authorised by Customer to use the Services on behalf of Customer and have been supplied user identifications and passwords for this purpose.

2. RIGHTS AND RESPONSIBILITIES.

2.1 Access and Use Rights. Subject to the terms and conditions of this Agreement and payment by Customer of all fees due for the Services, LogRhythm grants to Customer a non-exclusive, non-transferable (except as set forth in Section 15.3), right during the relevant Order Term to access and use the Services by the number of Users specified in the Order, solely for internal business purposes in accordance with the Documentation and any limitations set forth in this Agreement or the Order. Where the Customer is permitted to access and use the Services by MPS, the licence granted in this section 2.1 is expressly agreed to be subject to the MPS use limitation set forth in section 6.2, and all other relevant provisions of that section 6.2 and section 6.3.

2.2 Affiliates and Users. Under the rights granted to Customer under this Agreement, Customer may permit employees and contractors of its Affiliates to become Users in order to access and use the Services in accordance with this Agreement; provided that Customer shall be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement.

2.3 Customer Responsibilities. Customer is solely responsible for: (a) the accuracy, quality and lawful use of Customer Data and how Customer acquired Customer Data; and (b) Customer is responsible for securing, protecting and maintaining the confidentiality of Customer’s User ID (as defined below). LogRhythm will not be liable for any loss or damage arising directly or indirectly from Customer’s failure to maintain the security of Customer’s account, User ID, or the failure to implement two factor authentication which results in unauthorised access to the Service or Customer’s account. Customer agrees to notify LogRhythm immediately if Customer believes there was an actual or potential Security Breach. For the purposes of this section 2.3 a “Security Breach” means any security breach, compromise or other event or circumstance, which leads, or is likely to lead, to the unintended, accidental, unauthorised or unlawful destruction, loss, alteration, use, or disclosure of, or access to, the Service or any part thereof, including any and all data, content, media, information or software stored therein or controlled or accessed thereby.

2.4 Transmission of Customer Content. Customer is solely responsible for providing, at its own expense, all network access to the Services, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Services. Customer is responsible for the bandwidth requirement and following the recommended security protocol during the transmission of Customer Data when transmitted to and from the Services.

2.5 Restrictions on Use. Except as expressly permitted by this Agreement, Customer shall not: (a) modify, adapt, alter, translate, or create derivative works from the Software, Services or Documentation; (b) rent, lease, loan, sublicense, distribute, sell or otherwise transfer the Services or Documentation to any third party; (c) use the Services in a service bureau or time sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or Services unless, and to the limited extent that, applicable laws of Customer’s jurisdiction require LogRhythm to give Customer the right to do so to obtain information necessary to render the Software or Services interoperable with other software – provided that, prior to taking any such permitted steps, Customer must first request such information from LogRhythm, and LogRhythm may (in its sole discretion) either provide such information to Customer and/or impose reasonable conditions on such use of the source code for the Software or Services to ensure that LogRhythm’s and its licensors’ proprietary rights in the source code for the Software or Services are appropriately protected; (e) otherwise use or copy the Software, Services or Documentation except as expressly permitted in this Agreement; or (f) disclose to any third party the results of any benchmark tests or other evaluation of the Software or Services.
3. **Cloud AI Services.** If Customer orders and pays for Cloud AI Services from LogRhythm, the terms and conditions set forth in the Cloud AI Services Addendum located on the LogRhythm website at https://gallery.logrhythm.com/terms-and-conditions/addendums/LogRhythm-Cloud-AI-Services-Addendum-3-2021.pdf and incorporated herein or attached to this Agreement shall apply to such Cloud Services in addition to the terms of this Agreement.

4. **Hardware.** If Customer orders and pays for Hardware from LogRhythm, the terms and conditions set forth in the Hardware Addendum located on the LogRhythm website at https://gallery.logrhythm.com/terms-and-conditions/addendums/LogRhythm-Hardware-Procurement-Addendum-3-2021.pdf and incorporated herein or attached to this Agreement shall apply to such Hardware purchase.

5. **Evaluation Services.** Notwithstanding Section 2, if LogRhythm provides Customer with evaluation Services, then the term of use for such evaluation Services will be limited to the evaluation period specified in the Order or as otherwise determined by LogRhythm (“Evaluation Period”). Unless otherwise agreed to in writing, during the Evaluation Period, Customer’s use rights are for (a) internal evaluation purposes only in a non-production capacity and (b) to test and evaluate the Services to assist Customer in its decision to purchase Services. LogRhythm reserves the right to monitor Customer’s use of the evaluation Services. Customer’s use rights terminate immediately upon the expiration of the Evaluation Period. In addition to the terms of this Section 3, Customer’s access to and use of any evaluation Services is also subject to any other agreement Customer agrees to before being given access to the evaluation Services. In addition, the evaluation Services are provided “AS IS”, no warranties are given by LogRhythm, and none of LogRhythm’s obligations to provide Support Services and/or meet/exceed Service Levels, under this Agreement shall apply to any evaluation Services.

6. **Access and Users.**

6.1 **Duration.** Unless otherwise specified in the Order, the Subscription for the Services set forth in an Order begins when the Initial Order Term (as defined below) for that Order begins and shall continue for the remainder of the Order Term (subject always to section 12).

6.2 **User Access.** Each User will be assigned a unique user identification (“User ID”) for access to and use of the Services. Customer shall be responsible for ensuring the security and confidentiality of its User IDs. User IDs may not be shared within Customer’s organisation. Customer’s access and use of the Services will be limited to the number of Users for which Customer has paid the applicable fees. Customer will use commercially reasonable efforts to prevent unauthorised access to, or use of, the Services, and notify LogRhythm promptly of any such unauthorised access or use of which it becomes aware or has reasonable grounds to suspect. If Customer wishes to add additional Users, Customer will submit a written request for more Users. Upon LogRhythm’s written approval of the terms of any such additional User Order, the individuals identified shall become Users under this Agreement for that Order.

7. **Provision of Services.**

7.1 **Services Standards.** Subject to the terms and conditions of this Agreement, LogRhythm shall perform the Implementation Services and provide Customer with access to the Services as described in the applicable Order. Professional Services Addendum located on the LogRhythm website at https://gallery.logrhythm.com/terms-and-conditions/addendums/LogRhythm-Professional-Services-Addendum-3-2021.pdf and incorporated herein or attached to this Agreement (“Professional Services”). LogRhythm will use commercially reasonable efforts to (a) ensure that the Software is accessible through the LogRhythm website over normal network connections, excepting downtime due to necessary maintenance and troubleshooting; (b) maintain the security of the Services; and (c) provide telephone, e-mail and web-based Support Services during LogRhythm regular business hours for Software related questions. Without limiting the foregoing, LogRhythm shall use commercially reasonable efforts to meet or exceed the Service Levels. SLA’s Addendum are located on the LogRhythm website at https://gallery.logrhythm.com/terms-and-conditions/addendums/Addendum-A-SLA-for-LR-SaaS-Agreement-3-2021.pdf. If LogRhythm fails to achieve the applicable Service Levels, Customer will be entitled, as its sole and exclusive remedy, to a credit in accordance with the terms set forth in the Service Level Addendum. LogRhythm's system logs and other records shall be used for calculating any Service Level events. LogRhythm reserves the right to modify Support Services in its reasonable discretion from time to time, which modifications shall become effective upon notice to Customer.

7.2 **Implementation.** Subject to payment of the applicable fees as set forth in an Order, LogRhythm shall provide the Implementation Services to Customer subject to and in accordance with the applicable Order.

7.3 **Training.** Subject to payment of any training fees (“Training Fees”), Customer may obtain training services from LogRhythm in accordance with the applicable Order (“Training Services”). Customer must use any contracted
Training Services within fifteen months of the date of purchase of such Training Services, immediately thereafter, LogRhythm’s obligation to provide any such Training Services shall lapse automatically without requirement of notice.

8. **FEES AND PAYMENT.**

8.1 **Payment.** Customer shall pay LogRhythm or the Authorised Reseller the applicable fees for the Services specified in the Order. Unless otherwise expressly provided in an Order: (a) all Fees are payable by Customer annually in advance; and (b) LogRhythm shall invoice Customer for such Fees on the Access Date (and annually thereafter); and (c) Customer shall pay the Fees shown in such invoices within thirty (30) days of the date of the relevant invoice. All amounts referred to in this Agreement are exclusive of taxes and similar assessments, which shall be added to such amounts in the relevant invoice where applicable. As between the Parties, Customer shall be liable for any sales, use, excise, services, consumption and other taxes and duties on amounts payable by Customer in respect of any Services supplied or provided by LogRhythm to Customer. In addition to any other rights or remedies of LogRhythm, if the Customer fails to make any payments by the relevant due date or otherwise in accordance with this Agreement: any portion of any sums that is not paid when due and payable will accrue interest at a rate equal to one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid; and LogRhythm may immediately suspend the provision of any access to all or part of the Services pending such payment. If Customer purchases Services through an Authorised Reseller, price and payment terms are between Customer and the Authorised Reseller.

8.2 **Usage Metrics.** If it has been agreed in an Order that Customer may access and use the Services subject to payment of fees to be calculated on an a) ‘MPS basis’, it is agreed that such MPS-based use of the Services shall subject to a Daily Rate received by the Services. Customer may exceed the relevant allocated Daily Rate without additional charge, provided that Customer does not trigger any of the Overage limitations. Should Customer trigger any of the Overage limitations, Customer understands that the Service Levels will not be in effect for the period of time that Customer exceeds the Overage limitation, and LogRhythm shall be relieved of its obligations to meet or exceed any such Service Levels for the full duration of that period, b) “Identity”, an Identity is a unique person or service account. A person-based Identity may have multiple identifiers such as User accounts, email addresses, and phone numbers. A service account is a User account that is created explicitly to provide an authentication context for a computer or set of computers and/or services running on that computer. An Identity licence is required for each unique person-based Identity and each unique service account; c) a Protected System, as defined above, includes a network attached device generating network traffic. Examples include but are not limited to servers, workstations, infrastructure devices, virtual systems and other equipment that protects and monitors network traffic using analytics and optional response to identify and remediate threats.

8.3 **Monitoring; Excess Usage.** Customer understands and acknowledges that the Software contains usage monitoring capabilities. Information received by LogRhythm shall contain information about the Customer usage of the Services, including, without limitation, information detailing the number of users and MPS reports generated by the Software (collectively, “Usage Information”). Customer hereby grants LogRhythm permission to operate these reporting capabilities to obtain reports that contain such Usage Information (“Reports”) to verify Customer's compliance with the terms of this Agreement (for example, to determine whether any Overage limitations have been exceeded and, if so, by how much). Customer shall pay LogRhythm all additional amounts due LogRhythm for excess usage not paid for by Customer and LogRhythm may (a) cause the Software to suspend operation until Customer brings its account completely current, or (b) exercise any other rights under this Agreement. If the Reports reveal any other non-conformance with this Agreement, LogRhythm may seek its remedies available to it under this Agreement or otherwise.

9. **WARRANTY.**

9.1 **Services Warranty.** During the Order Term LogRhythm warrants that the Software will perform materially in accordance with the applicable Documentation. For any breach of this warranty, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.

9.2 **Right to Customer Data.** Customer represents and warrants that it has the right to use the Customer Data as contemplated by this Agreement, and/or direct LogRhythm to use the Customer Data as part of the Services provided to Customer under this Agreement.

9.3 **Disclaimers.** Except for the express warranty and undertaking in Section 9.1, to the fullest extent permitted by law, LogRhythm disclaims all other terms express or implied, including implied terms of satisfactory quality and fitness for a particular purpose, in relation to the Services and Software, their interoperability with other products or...
programs, their use and the results of such use. Except for the express warranty and undertaking stated in Section 9.1, the Services and Software are provided “as-is” with all faults.

9.4 **High Risk Use.** Customer shall not use the Services with or in any application or situation where a failure could lead to death or personal injury of any person, or to severe physical or environmental damage (“High Risk Activities”). Without prejudice to the generality of Section 9.3, LogRhythm and its suppliers specifically disclaim any express or implied term of fitness for purpose for any such High Risk Activities, and (subject only to Section 11.1) LogRhythm and its suppliers shall have no liability of any nature as a result of any such use of the services.

10. **INFRINGEMENT CLAIMS.**

10.1 **Claims Against Customer.**

(a) LogRhythm shall, at its own expense, defend Customer from and against any claim, demand, suit, allegation or other proceeding brought by a third party alleging that Customer’s use of the Software, within the scope of the rights of use granted to Customer under this Agreement, infringes the Intellectual Property Rights of that third party (an “Customer Indemnified Claim”) and shall indemnify Customer from and against liability, damages, and costs awarded in final judgment or entered in final settlement (including reasonable attorneys’ fees) to the extent based upon such a Customer Indemnified Claim.

(b) **Injunction.** If Customer use of the Software becomes, or in LogRhythm’s opinion is likely to become, the subject of an infringement claim, LogRhythm may, at LogRhythm’s discretion and at no cost to Customer: (a) procure for Customer the right to continue using the Software, (b) replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or (c) if in LogRhythm’s reasonable opinion, neither option (a) or (b) is commercially reasonable, this Agreement shall terminate on the date specified in LogRhythm’s written notice of termination and Customer shall be entitled to a refund pursuant to Section 14.3.

(c) **Exclusions.** Notwithstanding the foregoing, LogRhythm shall have no obligation under this Section 10.1 or otherwise with respect to any claim to the extent based on (a) any use of the Software or Services not in accordance with this Agreement or the Documentation, (b) any use of the Software or Services in combination with other products, hardware, equipment, or software not provided by LogRhythm if there would not have been an infringement but for such combination, or (c) any modification of the Software or Services by any person other than LogRhythm or its authorised agents or subcontractors. This Section 10.1 states LogRhythm’s entire liability and Customer’s exclusive remedy for infringement claims and actions.

10.2 **Claims Against LogRhythm.**

(a) Customer shall, at its own expense, defend LogRhythm from and against any claim, demand, suit, allegation or other proceeding brought by a third party based upon Customer’s and/or LogRhythm’s use of the Customer Data or Third Party Content (an “LogRhythm Indemnified Claim”) and shall indemnify LogRhythm from and against liability, damages, and costs awarded in final judgment or entered in final settlement (including reasonable attorneys’ fees) to the extent based upon such a LogRhythm Indemnified Claim.

(b) **Exclusions.** Notwithstanding the foregoing, Customer shall have no obligation under this Section 10.2 or otherwise with respect to any claim to the extent based on LogRhythm’s use of the Customer Data or Third Party Content in violation of this Agreement.

10.3 **Control of Indemnified Claims.** The party that has the protection of an indemnity under this Section 10 (the “Indemnified Party”) shall notify the Party granting that indemnity (the “Indemnifying Party”) promptly upon becoming aware of any fact or circumstance which may give rise to a claim for indemnification under that indemnity (an “Indemnified Claim”). The Indemnified Party shall: (a) allow the Indemnifying Party sole authority to control the defence and settlement of any Indemnified Claim; (b) provide the Indemnifying Party with all reasonable cooperation in the defence of such Indemnified Claim and any settlement negotiations; and (c) not settle or compromise any Indemnified Claim or make any admission of liability without the express prior written consent of the Indemnifying Party.

11. **LIMITATION OF LIABILITY.**

11.1 **Non-excluded losses.** Nothing in this Agreement limits or excludes the liability of either Party for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any indemnities given under Section 10; or (d) any act, omission or liability which may not be limited or excluded by applicable law.

11.2 **Excluded Losses.** Subject to Section 11.1, neither Party shall in any circumstances be liable to the other, whether in contract, tort (including for negligence), breach of statutory duty (howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for: (a) any indirect or consequential loss; (b) any loss
(whether direct or indirect) of sales, profits, business, business opportunities, revenue, turnover, reputation or goodwill; (c) any loss or corruption of data or information (whether direct or indirect); or (d) any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);

11.3 **Cap on liability.** Subject to Section 11.1 and Section 11.2, the total aggregate liability of LogRhythm and its suppliers in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed the amount of fees paid to LogRhythm during the twelve (12) month period immediately preceding the event or first in a series of connected events giving rise to any such liability.

12. **Confidentiality.**

12.1 **Confidential Information.** For purposes of this Section 12, “Information” means information that is disclosed by a party (“Discloser”) to the other party (“Recipient”), or which Recipient has access to in connection with this Agreement, and that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. Information includes, without limitation, information of or relating to the Discloser’s present or future products, know-how, formulas, designs, processes, ideas, inventions and other technical, business and financial plans, processing information, pricing information, specifications, research and development information, customer lists, the identity of any customers or suppliers, forecasts and any other information relating to any work in process, future development, marketing plans, strategies, financial matters, personnel matters, investors or business operations of the Discloser, as well as the terms of this Agreement. Customer Data is considered Customer’s Information.

12.2 **Protection of Information.** Recipient shall not use any Information of Discloser for any purpose not expressly permitted by this Agreement and shall disclose the Information of Discloser only to the employees or contractors of Recipient who have a need to know such Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient shall protect Discloser’s Information from unauthorised use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3 **Exceptions.** Recipient’s obligations under Section 12.2 with respect to any Information of Discloser shall terminate if such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser’s Information. In addition, Recipient shall be allowed to disclose Information of Discloser to the extent that such disclosure is: (i) approved in writing by Discloser; (ii) necessary for Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser’s request and expense, in any lawful action to contest or limit the scope of such required disclosure.

12.4 **Return of Information.** Except as otherwise expressly provided in this Agreement, Recipient shall return to Discloser or destroy all Information of Discloser in Recipient’s possession or control and permanently erase all electronic copies of such Information promptly upon the written request of Discloser. Recipient shall certify in writing signed by an officer of Recipient that it has fully complied with its obligations under this Section 12.4.

13. **Protection of Customer Data.**

13.1 **General obligations.** LogRhythm will maintain administrative, physical, and technical safeguards for protection of the confidentiality, integrity, availability and security of Customer Data and LogRhythm will maintain a security program that is reasonably designed to (a) ensure the confidentiality, integrity, and availability of Customer Data; (b) comply with current industry standards and all applicable laws; (c) protect against threats or hazards to the security or integrity of such information; (d) protect against misuse of Customer Data; and (e) ensure compliance with this Section by its workforce. For LogRhythm’s security program will include, without limitation, those safeguards described in the Security Overview for LogRhythm Cloud, available at: [https://gallery.logrhythm.com/terms-and-conditions/LogRhythm-Cloud-Security-Overview-2021-04.pdf](https://gallery.logrhythm.com/terms-and-conditions/LogRhythm-Cloud-Security-Overview-2021-04.pdf).

13.2 **Data Processing Addendum.** In relation to any Personal Data processed in connection with the Services, the Parties shall comply with their respective obligations set forth in the LogRhythm EMEA Data Processing Addendum entered into by and between the Parties (the “DPA”). In the case of any inconsistency, conflict or
ambiguity between any of the provisions of any other part of the Agreement and the DPA, the provisions of the DPA shall prevail in preference to provisions in such other part of the Agreement.

14. TERM AND TERMINATION.

14.1 Agreement Term. This Agreement begins on the Effective Date and continues until all Orders have expired or have been terminated (the “Term”). The term of each Order shall be set forth in such Order.

14.2 Order Term. The initial term of an Order will begin on the Order Effective Date and continue for the Subscription term set forth in the Order (“Initial Order Term”), unless the Order or this Agreement is terminated earlier as provided in this Section 14. Thereafter, an Order will automatically renew for additional 1-year periods (each, a “Renewal Order Term”), unless a party has given the other party written notice of its intent to not renew at least 30 days prior to the end of the Initial Order Term or the then-current Renewal Order Term. The Initial Order Term and each Renewal Order Term are collectively referred to as the “Order Term”. Unless the parties otherwise agree in writing, the termination or expiration of an Order shall not terminate or affect Customer’s obligation to make payments to LogRhythm for Services provided to Customer prior to termination or expiration.

14.3 Termination. Either party may terminate the Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days of receiving written notice thereof.

14.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 14.3, LogRhythm will refund Customer a prorated amount of fees for Services prepaid by Customer covering the remainder of the Term after the effective date of termination. If this Agreement is terminated by LogRhythm in accordance with Section 14.3, Customer will pay any unpaid fees covering the remainder of the applicable term of all Orders. In no event will termination relieve Customer of its obligation to pay any fees payable to LogRhythm prior to the effective date of termination.

14.5 Effects of Termination. Upon termination of this Agreement: (i) the Subscription and all access and use rights granted in this Agreement shall immediately terminate and Customer will lose access to the applicable Services; and (ii) Customer must promptly discontinue all use of the Documentation, return to LogRhythm or destroy all copies of the Documentation and other LogRhythm Information in Customer’s possession or control. Sections 1, 8, 10, 11, 12, 14.5, 14.6, and 15 together with any accrued payment obligations, shall survive expiration or termination of the Agreement for any reason.

14.6 Customer Data Portability and Deletion. Upon termination of the Subscription, LogRhythm will continue to collect Customer Data from Customers systems for 7 days after the termination of the Subscription at Customers discretion. Customer will be granted limited access, during that seven-day period. Thirty days after the Termination of the Subscription Services all Customer Data will be deleted by LogRhythm.

15. GENERAL.

15.1 Proprietary Rights. The Software, Services, and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of LogRhythm and its suppliers. All rights in and to the Software, Services, and Documentation not expressly granted to Customer in this Agreement are reserved by LogRhythm and its licensors. Customer shall not remove, alter, or obscure any proprietary notices (including copyright notices) of LogRhythm or its licensors on the Software, Services, or Documentation.

15.2 Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

15.3 Assignment. Neither party shall have the right to assign, novate or transfer, by operation of law or otherwise, this Agreement or any of its rights under the Agreement without the other party’s prior written consent, which consent shall not be unreasonably withheld or delayed; except that each party shall have the right to assign this Agreement, without consent, to any Affiliates or the successor in title to all or substantially all its business and assets to which this Agreement relates. Any attempted assignment, novation or transfer in violation of the foregoing will be null and void. This Agreement is binding upon and inures to the benefit of the parties, and to their permitted successors and assigns. If consent to assign this Agreement is approved by LogRhythm, Customer may be required to acquire additional licenses to remain compliant with the number of licenses granted to Customer.

15.4 Force Majeure. Except for any payment obligations, neither Party will be in breach of this Agreement nor liable for any failure to perform its obligations under this Agreement if that failure results from events, circumstances or causes beyond its reasonable control (for the purposes of this Section 15.4, a “Force Majeure Event”). If a Force Majeure Event continues for three (3) months, the unaffected Party may terminate this Agreement by giving thirty (30) days’ written notice to the other Party.
15.5 Notices. Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and delivered by one of the following methods: (a) personal delivery; (b) registered or certified mail, in each case, return receipt requested and postage prepaid; or (c) nationally recognised overnight courier specifying next day delivery and notification of receipt. Operational approvals and consents required under this Agreement may be delivered by e-mail. A notice meeting all requirements of this Section 15.6 will be deemed effectively received: (i) upon personal delivery to the party to be notified; (ii) three (3) business days after having been sent by registered or certified mail; (iii) one business day after deposit with a nationally recognised overnight courier; or (iv) on the date on which such notice is delivered by e-mail transmission. A party shall deliver notices to the address, e-mail address number set forth on the applicable Order or to such other address, e-mail address or facsimile number as a party may designate by ten (10) days’ advance written notice to the other parties.

15.6 Governing law. The Agreement and all matters arising from it (including any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) shall be governed by, and construed in accordance with the laws of England and Wales.

15.7 Jurisdiction. In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (including any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) (for the purposes of this Section 15.7, “Proceedings”) each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum provided that a judgment or order of any court may be enforced in any court of competent jurisdiction.

15.8 Open source software. Certain elements of the Software are subject to “open source” or “free software licences” (for the purposes of this Section 15.6, “Open Source Software”). Customer acknowledges that certain elements of such Open Source Software are owned by third parties. No Open Source Software is licensed under any provision of this Agreement under which LogRhythm grants Customer any licence to use the Software; instead, each item of Open Source Software is licensed under the terms of the end-user licence that accompanies such Open Source Software (for the purposes of this Section 15.6, each an “OSS Licence”). Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any OSS Licence.

15.9 Rights and Remedies. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law. Customer acknowledges that the Software and Services contain valuable trade secrets and proprietary information of LogRhythm, that any actual or threatened breach of Sections 2 or 12 by Customer will constitute immediate, irreparable harm to LogRhythm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. In any action or other proceeding brought under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party as a debt, and the non-prevailing party shall pay the prevailing party’s reasonable attorneys’ fees, costs, and expenses, in each of the foregoing cases, that are incurred in connection with such action, arbitration, or proceeding.

15.10 Waivers. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.11 Severance. If any provision or part-provision of this Agreement shall be held to be invalid, illegal, void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Section 15.11 shall not affect the validity and enforceability of the rest of this Agreement.

15.12 Construction. The headings of sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

15.13 Counterparts. The parties may execute the Agreement in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

15.14 Insurance. LogRhythm will, at its expense, maintain throughout the agreement term insurance policies and coverages required by law applicable to its business operations and sufficient to support and cover its obligations.
hereunder. All such policies shall be issued by reputable and financially sound insurance companies authorised to
do business in the geographic area where the services are to be performed. Upon Customer’s written request,
LogRhythm shall furnish to customer a certificate of insurance evidencing that such policies are in full force and
effect.

15.15 Entire Agreement. This Agreement, together with all exhibits, addenda, attachments, Orders and
Statements of Work made hereunder, constitutes the entire agreement and understanding between the Parties
relating to the matters contemplated by this Agreement and supersedes all previous agreements (if any and whether
in writing or not) between the Parties in relation to such matters. The Parties acknowledge and agree that, except
as otherwise expressly provided for in this Agreement, they are not entering into this Agreement on the basis of,
and are not relying on and have not relied on, any statement, representation, warranty or other provision (in any
case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a Party to this
Agreement or not) in relation to the subject matter of this Agreement, provided that nothing in this Agreement shall
exclude any Party from liability for fraud or fraudulent misrepresentation. No variation of this Agreement shall be
effective unless it is in writing and signed by the Parties (or their authorised representatives). Customer may issue
a ‘purchase order’ (or similar) to LogRhythm to confirm the Order, but no terms of any purchase order or similar
document submitted by Customer (whether additional or contradictory) shall apply to this Agreement and all such
terms are hereby rejected. Unless otherwise specified in a future Order (which must be signed by both parties), this
Agreement governs all future transactions for LogRhythm services, software and products between the parties.