This Professional Services Addendum ("Addendum") is incorporated by reference into and made a part of the applicable End User License Agreement between LogRhythm and the Customer set forth in such agreement ("Agreement"). This Addendum sets forth certain rights, duties, and obligations of the parties with respect to Professional Services provided or made available to Customer by LogRhythm in connection with the Software licensed or remotely accessed by Customer under the Agreement. This Addendum shall supplement (and not supersede) the Agreement and shall take precedence solely to the extent of any conflict between this Addendum and the Agreement. All capitalized terms used and not expressly defined in this Addendum shall have the meanings given to them in the Agreement.

Subject to the terms and conditions of the Agreement, LogRhythm shall provide the Professional Services in accordance with the terms and conditions set forth below.

1. **Scope of Services.** LogRhythm shall provide the Professional Services to Customer under this Addendum. At the start of the deployment planning, Customer and LogRhythm may develop a mutually agreed upon deployment plan that may be detailed in one or more Statements of Work ("SOW") (the "Services"). Professional Services include but are not limited to the process of configuring the Software, Appliances or Cloud Services. Each party shall designate a project lead with the qualifications, expertise, and knowledge who is authorized by that party to act as a liaison between Customer and LogRhythm and assume the responsibilities detailed in Section 2.4 below ("Project Lead").

1.1 Unless tasks are otherwise specified as "Fixed Fee" in the Quote, all Services are performed as Time and Materials and sold as "Professional Services Days." As such, all effort estimates listed the Quote are produced in good faith and do not guarantee scope completion.

1.2 In the absence of a SOW, the Professional Services Days may be used as agreed upon by Customer and LogRhythm Project Management.

1.3 **Project Management.** Project Management is a component of LogRhythm's Professional Services engagements and is a factor in the number of days quoted to Customer. Project Management activities may include and are not limited to:

   (a) Being the primary point of contact representing LogRhythm Professional Services for the project.

   (b) Work with Customer's project manager or single point of contact to review the project scope, define success criteria, create the project schedule, and review the implementation process including Customer tasks and deliverables.

   (c) Hold a pre-deployment meeting via conference call that will include some or all of the following activities:

      (i) Review the purchased scope of work

      (ii) Explain the project approach

      (iii) Confirm Customer’s overall objectives of the project

      (iv) Review the required Customer participation, tasks, and deliverables

      (v) Discuss the preliminary deployment schedule

   (d) Hold periodic progress meetings and provide written status reports, including a summary of hours billed to the project.

1.4 As it pertains to the scope defined above, billable activities include, but are not limited to: design; implementation; testing; documentation; meetings (preparation, participation, and follow-up); phone calls; emails; status updates; and knowledge transfer.

2. **Assumptions and Responsibilities.**

2.1 **Assumptions.** The following assumptions are hereby acknowledged by the parties and apply to the performance of the Services under this Addendum:

   (a) Changes to this Addendum shall be documented using a Project Change Request form in accordance with the process outlined in this Addendum.

   (b) Customer shall ensure that data backup is performed. Except as may be purchased under a separate LogRhythm Services Agreement, LogRhythm shall not be responsible for any application or
host system access that encompasses coding, scripting, application analysis, system performance, troubleshooting, or applications logins outside of the Services described in this Addendum.

(c) Unless otherwise specified, all Services will be performed remotely.

(d) LogRhythm will not be responsible for the configuration of any third-party application other than supported LogRhythm products and solutions during the deployment.

2.2 LogRhythm Responsibilities. Performance of the Services includes, without limitation, LogRhythm’s undertaking of the following responsibilities as reasonably applicable to the Services being performed under this Addendum:

(a) LogRhythm shall use commercially reasonable efforts to complete the Services described in this Addendum in a timely manner.

(b) LogRhythm reserves the right to subcontract any or all portions of the Services that LogRhythm is obligated to perform under this Addendum.

(c) LogRhythm shall submit written or verbal status reports on the Services being performed under this Addendum as necessary and mutually agreed upon by Customer and LogRhythm.

(d) LogRhythm employees will comply with all Customer network security standards that are disclosed to LogRhythm before the engagement.

2.3 Customer Responsibilities. Completion of the Services by LogRhythm in adherence to the terms of this Addendum is contingent upon Customer fulfilling the following responsibilities:

(a) Customer shall complete all necessary facilities arrangements prior to the commencement of the Services which shall include but not be limited to such items as power, network connections, floor space, and cooling. Such required facility arrangements must be in place for the duration of this Professional Services Addendum.

(b) Customer shall make knowledgeable staff available to LogRhythm promptly upon a request via pager, telephone, or cell phone to provide background information and clarification of information required to perform the Services outlined in this Addendum.

(c) Documentation and information provided to LogRhythm staff by Customer must be accurate, complete and up-to-date.

(d) Customer shall be responsible for any business and data application testing and all necessary data backup in preparation for and during the performance of the Services.

(e) Customer shall assign system administrators and operators available by phone or pager for the duration of this Addendum.

(f) If required to be onsite, Customer shall provide LogRhythm adequate onsite access to office space and equipment, and to telephones with outside lines and a dedicated, secure line for internet access. For remote Services, Customer will provide LogRhythm remote access via web conference (e.g. WebEx) to the Customer LogRhythm platform and Customer network for the duration of the project.

(g) Should the project plan rely on electronic/network transfer of data, Customer shall provision and enable any network components or Services required to facilitate the data transfer.

(h) Where applicable, Customer shall provide security passes to cover the duration of this Addendum to allow LogRhythm access, and the ability to enter and leave Customer facilities, with laptop personal computers and any other materials related to the Services to be performed under this Addendum.

(i) If required by LogRhythm, Customer shall participate in testing as directed by LogRhythm.

(j) Customer is responsible for racking and cabling all hardware unless explicitly delegated to LogRhythm resources in a custom SOW.

(k) If Customer is deploying to a virtual environment, all prerequisites and specifications outlined in the LogRhythm Software Installation Guide will be met before the start of any deployment work.
(l) Any network environment issues which arise outside of the deployment activities are the responsibility of Customer. Any issues which impact the deployment timelines must be resolved by Customer within agreed timeframes so as to limit the impact on the deployment.

(m) Deliverables will be reviewed by Customer and returned with comments within 10 business days of delivery.

2.4 Joint Project Management Responsibilities and Tasks. Both the LogRhythm and Customer Project Leads shall ensure the following responsibilities and tasks are met as are reasonably applicable to the Services being performed:

(a) Each Project Lead shall ensure that an authorized representative of its respective party shall approve documents and specifications and accept Services provided in accordance with the acceptance procedures outlined in this Addendum.

(b) Coordinate, schedule and monitor all resources and activities related to the Services described in this Addendum.

(c) Coordinate and monitor all project change process activities related to the Services described in this Addendum.

(d) Act as the focal points for communications between Customer and LogRhythm during the provision of all Services described in this Addendum.

(e) Attend LogRhythm and Customer status meetings, as applicable.

(f) Upon becoming aware of a situation which may delay, or threatens to delay, the timely performance of this Addendum, promptly initiate the Project Change Process as described in Section 6 of this Addendum, to address the potential delay.

3. Service Warranty. LogRhythm warrants that the Services will be provided with all reasonable care and skill in accordance with Good Professional Practice. "Good Professional Practice" means practices, methods and procedures which would be commensurate with those practices, methods and procedures adopted by a supplier of services the same as or similar to the Services and exercising in the general conduct of its undertaking that degree of skill, diligence, prudence and foresight which would ordinarily and reasonably be expected from such a supplier.

4. Scheduling Authority for Professional Services. The Services will be coordinated with Customer’s Project Lead. Customer may appoint in writing (email) additional representatives to act on Customer’s behalf.

4.1 Work Scheduling. Services are to be performed during normal business hours as defined below, Customer local time, excluding LogRhythm corporate holidays. Work performed after-hours on weekdays will be charged at a rate of 1.5 hours per hour worked. For work performed on weekends, 2 hours will be billed per hour worked. If onsite Services are requested, the duration may not be less than three days.

(a) One (1) consulting day is eight (8) hours, inclusive of one (1) hour to cover breaks.

(b) Normal business hours by region, Customer local time:

(i) North and South America:  Monday – Friday  8 AM – 5 PM

(ii) Europe, Asia, India, and Australia: Monday – Friday  9 AM – 5 PM

(iii) Middle East: Sunday – Thursday  9 AM – 5 PM

(c) For weekly Subscription Services, including Enhanced Support Account Management and Co-Pilot, the consultant will make a reasonable effort to deliver at least forty-six sessions over the course of a twelve-month engagement or the prorated equivalent thereof to account for vacations, holidays, and cancellations. Bi-weekly subscription services will make a reasonable effort to deliver all twenty-six sessions over the course of a twelve-month engagement or the prorated equivalent thereof. Upon the Customer’s request, the consultant or Project Manager will make a reasonable attempt to reschedule any missed engagements at a later date or with another consultant.
4.2 Professional Services Cancellation Policy.

(a) Customer On-Site Services. All requests for cancellations of scheduled Services that are to be delivered on a Customer’s site must be received by LogRhythm at least one (1) business week in advance of the time the Services are scheduled to begin. If a cancellation is made less than one (1) business week prior to the start of the scheduled session, LogRhythm will make reasonable attempts to fill the allotted consultant time with other customer engagements. If LogRhythm does not fill the allotted time, then the Customer’s Services hours will be decremented in the amount of one working day (8 hours) and Customer will reimburse LogRhythm for any actual non-cancellable travel and accommodation expenses.

(b) Remote Services. All requests for cancellations of scheduled Services that are to be delivered remotely must be received by LogRhythm at least 2 business days in advance of the time the service is scheduled to begin. If the cancellation is made fewer than 2 business days prior to the start of the scheduled session, LogRhythm will make reasonable attempts to fill the allotted consultant time with other customer engagements. If LogRhythm does not fill the allotted time, then Customer’s Services hours will be decremented in the amount of the pre-scheduled Services hours, up to a maximum of 8 hours.

(c) To cancel a session, Customer will contact the appropriate LogRhythm Project Management team:

(i) North and South America: projectmgmt@logrhythm.com
(ii) Europe, Middle East, and India: projectmgmt.emea@logrhythm.com
(iii) Asia and Australia: projectmgmt.apj@logrhythm.com

5. Status Notification. LogRhythm shall notify Customer of the status of Professional Services hours consumed on a regular basis. Additionally, LogRhythm shall also notify Customer when Professional Services have been completed in accordance with the agreed upon Statement(s) of Work.

6. Project Change Process. Any change to the Addendum shall be coordinated with the parties Project Leads.

6.1 Change Initiation. LogRhythm or Customer may initiate change requests. The reasons for a change may include: Customer requests; regulatory changes; changes in technical scope; or other detail program issues or requirements. The Project Lead of the party initiating a change shall submit each change request to the other party’s Project Lead, and then both Project Leads shall review such request for validation.

7. Acceptance. The completion of all work delivered will be assumed accepted if there are no objections raised in writing to the LogRhythm Project Manager within 10 business days of the work being performed alongside of the Customer or the written status report being delivered to Customer.

8. Fee Description and Payment

8.1 Payments. Professional Services Fees shall be billed in accordance with Section 7 of the Agreement.

8.2 Rights to Development. LogRhythm shall retain all right, title and interest in and to development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services, which are based on trade secrets or proprietary information. No license to any patents, trade secrets, trademarks or copyrights is deemed to be granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in the Agreement. Rights associated with any joint development projects shall be subject to future discussion and under a separate agreement with terms to be mutually agreed upon by both parties. LogRhythm shall retain right tile and interest in and to any Indicators of Compromise discovered or developed by LogRhythm pursuant to this Agreement; and LogRhythm may use, copy, modify, distribute and sublicense, for the benefit of LogRhythm and its end-users, all Indicators of Compromise disclosed to LogRhythm. For purposes of this Section 8.2, “Indicator of Compromise” means data, observable artifacts and patterns and groupings thereof indicative of a cyber intrusion, compromise or incident or user behavior and which can be modeled for use with LogRhythm Hardware or Software Products. Indicators of Compromise discovered, developed or otherwise provided
by LogRhythm pursuant to this Agreement are licensed to Customer for use with the LogRhythm Products and Cloud Services.