

PROFESSIONAL SERVICES ADDENDUM

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 software 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 "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 Professional Addendum. At the start of the deployment planning, Customer and LogRhythm may develop a mutually agreed upon deployment plan that shall 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").

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 Professional Addendum:

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

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 Professional Addendum:

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

(b) LogRhythm shall perform all appropriate Services either onsite at Customer facilities or remotely, via a remote desktop session. Services not requiring presence onsite may be performed at LogRhythm facilities.

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

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

2.3 Customer Responsibilities. Completion of the Services by LogRhythm in adherence to the terms of this Professional 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 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 Professional 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 Professional Addendum.

(f) For the duration of this Professional Addendum and where applicable, 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.

(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 Professional 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 Professional Addendum.

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

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 Professional Addendum.

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

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

(d) Act as the focal points for communications between Customer and LogRhythm during the provision of all Services described in this Professional 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 Professional Addendum, promptly initiate the Project Change Process as described in Section 5 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. 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.

5. Project Change Process. Any change to a Professional Addendum shall be coordinated with the parties Project Leads.

5.1 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.

6. Fee Description and Payment

6.1 Professional Services Fees. Customer shall pay to LogRhythm the Professional Service Fees for the performance of the Services under this Professional Addendum.

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

6.3 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 title 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 6.3, "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.