

Agreement for LogRhythm Cloud Services

This Agreement for LogRhythm Cloud Services (the “**Agreement**”) governs LogRhythm Cloud Service for customers that previously purchased LogRhythm products. This Agreement incorporates by reference the LogRhythm End User License Agreement that was included with your LogRhythm products unless you have a separate signed end user license agreement with LogRhythm in which case this Agreement incorporates by reference the terms of the signed agreement (the applicable end user license agreement is the “**EULA**”). The incorporated EULA terms include without limitation confidentiality, limitation of liability and indemnity. To the extent there is a conflict between the terms of this Agreement and the EULA, the terms of this Agreement shall prevail.

1. DEFINITIONS.

1.1 “**Cloud Service**” means a software as a service or other cloud based offering.

1.2 “**Cloud Service Subscription**” means a right to access and use a LogRhythm Cloud Service for the duration specified in the applicable Order.

1.3 “**Customer**” means the person or entity purchasing a Cloud Service Subscription.

1.4 “**Customer Data**” means any information that is (a) disclosed or provided to LogRhythm by or on behalf of Customer or (b) collected or received from Customer by LogRhythm, in either case in connection with Customer’s Cloud Service Subscription.

1.5 “**Documentation**” means the user manuals provided to Customer with the Cloud Service upon delivery or activation, in either electronic, online help files or hard copy format.

1.6 “**Identity**”, when used for a license or right of use, means 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 license is required for each unique person-based Identity and each unique service account. The number of Identity licenses purchased is specified in the Order.

1.7 “**Order**” means, for purposes of this Agreement, the quotation provided to Customer by LogRhythm, or its authorized reseller, for the Cloud Service.

2. CLOUD SERVICE.

2.1 **Provision of Cloud Service.** Subject to the terms and conditions of this Agreement and payment by Customer of all fees due for the Cloud Service, LogRhythm grants to Customer a non-exclusive, non-transferable (except as expressly set forth in the EULA) right to access and use the Cloud Service for internal business purposes in accordance with the Documentation and any limitations set forth in this Agreement or the Order. LogRhythm will make the Cloud Service available to Customer pursuant to this Agreement and any applicable Orders, and provide support services for the Cloud Service to Customer during the Cloud Service Subscription term at no additional charge. LogRhythm will provide the same support services as are provided for Customer’s other LogRhythm products.

2.2 **Protection of Customer Data.** 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 (i) ensure the confidentiality, integrity, and availability of Customer Data; (ii) comply with current industry standards and all applicable laws; (iii) protect against threats or hazards to the security or integrity of such information; (iv) protect against misuse of Customer Data; and (v) ensure compliance with this Section 2.2 by its workforce. LogRhythm’s security program will include, without limitation, those safeguards described in LogRhythm’s SOC II Type II Report, the LogRhythm Cloud Service Security Description at <https://logrhythm.com/pdfs/terms-and-conditions/cloud-service-and-security-overview.pdf> and compliance with the confidentiality provisions in the EULA.

2.3 Restrictions on Use.

(a) **By Customer.** Except as expressly permitted by this Agreement, Customer shall not: (a) modify, adapt, alter, translate, or create derivative works from the Cloud Service or Documentation; (b) rent, lease, loan, sublicense, distribute, sell or otherwise transfer the Cloud Service or Documentation to any third party; (c) use the Cloud Service in a service bureau or time sharing arrangement; (d) reverse

engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Cloud Service; (e) otherwise use the Cloud Service 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 Cloud Service. If Customer will utilize the Cloud Service for any purpose other than the detection, mitigation, containment and eradication of cyberthreats, Customer is responsible for notice to, and obtain consents from, individuals as required by applicable law.

(b) By LogRhythm. Except as expressly permitted by this Agreement, LogRhythm shall not use Customer Data for other than as necessary to provide the Cloud Service to Customer pursuant to Customer's Cloud Service Subscription.

2.4 Evaluation License Grant. If Customer is provided with evaluation use of Cloud Services, the term of use for evaluation will be limited to the free trial period specified in the Order or as otherwise determined by LogRhythm (the "Evaluation Period"). During the Evaluation Period, LogRhythm grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the evaluation Cloud Service; (a) for internal use in a non-production capacity; and (b) to test and evaluate the Cloud Service to assist Customer in its purchase decision.

2.5 Activation. Unless otherwise specified in the Order, the Cloud Service Subscription term begins on the date that LogRhythm has provided Customer with, or enabled Customer to electronically download, a certificate or other authentication for access to the Cloud Service.

3. CLOUD SERVICE WARRANTY. LogRhythm warrants that, during the Cloud Service Subscription term: (i) the Cloud Service will perform materially in accordance with the applicable Documentation and (ii) LogRhythm will use commercially reasonable efforts to make the Cloud Service available 24 hours a day, 7 days a week, except for planned downtime. For any breach of this warranty, Customer's exclusive remedies are those described in the "Refund or Payment upon Termination" sections below. THE EXPRESS WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE CLOUD SERVICE. LOGRHYTHM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE CLOUD SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WHICH ARE HEREBY DISCLAIMED.

4. REFUND OR PAYMENT UPON TERMINATION. If this Agreement is terminated by Customer for breach in accordance with the termination provisions of the EULA, LogRhythm will refund Customer: (i) any prepaid, unused fees for services; and (ii) prepaid fees for the Cloud Service covering the remainder of the Cloud Service Subscription term after the effective date of termination. If this Agreement is terminated by LogRhythm for breach in accordance with the termination provisions of the EULA, Customer will pay any unpaid fees covering the remainder of the then current Cloud Service Subscription term. In no event will termination relieve Customer of its obligation to pay any fees payable to LogRhythm prior to the effective date of termination.

5. CUSTOMER DATA PORTABILITY AND DELETION. Upon written request by Customer made before the effective date of termination of a Cloud Service Subscription, LogRhythm may assist Customer with the transition of Customer Data for a mutually agreed upon fee. Thirty-one (31) days following expiration or termination of Customer's Cloud Service Subscription, LogRhythm will have no obligation to maintain or provide any of Customer Data relating to the Cloud Service, and Customer hereby authorizes LogRhythm thereafter to delete all Customer Data relating to such Cloud Service that is in its possession or under its control, unless LogRhythm is otherwise legally prohibited from doing so.

6. AGGREGATED USE OF DATA. The Cloud Service aggregates information for purposes including threat detection and analysis. In the course of providing the Cloud Service to Customer, LogRhythm may collect, maintain and/or generate information derived from Customer's use of the Cloud Service or through LogRhythm's provision of the Cloud Service, provided that (a) such information has been anonymized in accordance with industry standards and any applicable laws and (b) neither Customer nor any natural person can be identified through analysis of the information ("Derivative Data"). For the avoidance of doubt, the parties agree that Derivative Data is not Customer Data or confidential information, and LogRhythm may process Derivative Data for purposes other than the performance of the Cloud Service for Customer.

7. INDEMNITY.

7.1 By LogRhythm. LogRhythm shall defend Customer, at LogRhythm's expense, against any claim, demand, suit, or proceeding brought against Customer by a third party alleging that a Cloud Service infringes or misappropriates such third party's intellectual property rights (each, a "Claim"), and LogRhythm will indemnify Customer from any damages, attorney's fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by LogRhythm in writing of, a Claim against Customer provided that Customer: (a) notifies LogRhythm promptly in writing of the Claim, (b) does not make any admission of liability, agreement or compromise in relation to any Claim without the prior written consent of LogRhythm (such consent not to be unreasonably conditioned, delayed or withheld) (c) gives LogRhythm sole control of the defense thereof and any related settlement negotiations, (d) reasonably cooperates and, at LogRhythm's request and expense, assisting in such defense; and (e) wherever and whenever possible takes all reasonable steps to mitigate its losses that are the subject of the Claim.

7.2 Injunction. If a Cloud Service 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 Cloud Service, (b) replace or modify the Cloud Service 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 viable, notify Customer in writing that this Agreement will terminate on the date specified in the notice of termination issued by LogRhythm to Customer. If the Agreement is terminated under this Section 7.2, Customer shall be entitled to a refund pursuant to Section 4.

7.3 Exclusions. Notwithstanding the foregoing, LogRhythm shall have no obligation under this Section 7.3 or otherwise with respect to any Claim to the extent based on (a) any use of the Cloud Service not in accordance with this Agreement or the Documentation, (b) any use of the Cloud Service in combination with other products, hardware, equipment, or software not provided by LogRhythm if the Cloud Service or use thereof would not infringe without such combination, or (c) any modification of the Cloud Service by any person other than LogRhythm or its authorized agents or subcontractors. This Section 7 states LogRhythm's entire liability and Customer's exclusive remedy for infringement claims and actions.