

**SCHEDULE B**  
**EUROPE TERMS AND CONDITIONS**

**1. DEFINITIONS.**

**1.1 "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).

**1.2 "Appliance"** means a Product comprised of Hardware and Software installed on that Hardware.

**1.3 "Authorized Reseller"** means the reseller, distributor or partner authorized and approved by LogRhythm to resell the Products, Cloud Services and related services.

**1.4 "Cloud Service"** means a software as a service or other cloud-based offering that LogRhythm provides using the Software.

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

**1.6 "Customer Data"** means Customer Information (defined in Section 12.4) that is (a) disclosed or provided to LogRhythm by or on behalf of Customer or (b) collected or received from Customer by LogRhythm.

**1.7 "Delivery Date"** means the date of delivery of the applicable Hardware, Appliance or, if Software only, the Software.

**1.8 "Documentation"** means the user manuals provided to Customer with the Software Hardware, Appliance or Cloud Service upon delivery or activation, in either electronic, online help files or hard copy format. All Documentation is provided in English.

**1.9 "Error"** means a reproducible defect in a Product, which causes the Product not to operate substantially in accordance with the Documentation.

**1.10 "Hardware"** means the hardware supplied by LogRhythm as set forth on an Order.

**1.11 "Intellectual Property Rights"** means all intellectual and industrial property rights throughout the world, including but not limited to 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 "Licence Subscription"** means a term licence to Software, the duration of which is specified in the applicable Order.

**1.13 "Order"** means ordering documentation between Customer and LogRhythm or an Authorized Reseller and may include a signed quotation from LogRhythm or a Customer purchase order.

**1.14 "Products"** means the Software, Hardware, and Appliances.

**1.15 "Software"** means the LogRhythm software programs identified in an Order, including Third Party Software, and any Upgrade, Update or Maintenance Release (as defined in the Support Services Addendum) that LogRhythm may provide to Customer pursuant to the Support Services.

**1.16 "Support Services"** means LogRhythm's technical support and Software maintenance services.

**1.17 "Third Party Software"** means any software that is provided with the Software but that is not owned by LogRhythm.

**2. SOFTWARE LICENCE GRANT AND OTHER RIGHTS.**

**2.1 Software License Grant.** Subject to the terms and conditions of this Agreement and payment by Customer of all license fees due for the Software, LogRhythm grants to Customer, during the Term (set forth in the Order), a non-exclusive, non-transferable (except as set forth in Section 15.5) license to: (a) install an unlimited number of instances of the Software identified on the Order provided that Customer does not exceed the processing limitations specified on the Order and (b) use the Software solely for Customer's internal business purposes in accordance with the Documentation and any limitations set forth in this Agreement or the Order. If Customer elects to deploy

the Software for use in another host environment or another virtual environment (including any copy of the Software for backup and disaster recovery purposes), each instance requires its own license for which Customer will need a license key which shall be provided by LogRhythm upon request of Customer. The Software shall be deemed delivered when a license key which unlocks the Software is provided to Customer.

**2.2 License Metrics.** If Customer's Product is licensed by messages per second ("MPS") as specified in the Order, the MPS use limitation of the license refers to a rolling 24-hour average of messages per second received by the Software whereby "message" means each individual log or system event received by the Product including without limitation flat file, SNMP, SMTP, netflow (j flow and S flow), syslog or other event or system record. Customer may exceed the MPS limitation by up to 10% without additional charge, and Customer will not be charged for a one-time anomalous event that causes a spike in MPS usage above the specified MPS limitation. If Customer's Product is licensed by network bandwidth (specified in the Order as a bandwidth or bandwidth per second such as 1GB or 1GB/second), the network bandwidth use limitation refers to a rolling 15-minute average of network bandwidth usage per second. For a license or right of use based on "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 license is required for each unique person-based Identity and each unique service account.

**2.3 Affiliate Usage.** Under the rights granted to Customer under this Agreement, Customer may permit its Affiliates to use the Software on behalf of Customer and such Affiliates; provided that Customer shall be fully responsible for any such Affiliates' compliance with this Agreement and 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.

**2.4 System Files.** All SQL Server database files and transaction logs (collectively "System Files"), used by an Appliance must reside on either the Appliance or an external storage device ("Supported Equipment"). Notwithstanding the foregoing, System Files do not include LogRhythm archive files.

**2.5 Restrictions on Use.** as expressly permitted by this Agreement, Customer will not: (a) modify, adapt, alter, translate, or create derivative works from the Software, Cloud Services or Documentation; (b) rent, lease, loan, sublicense, distribute, sell or otherwise transfer the Software, Cloud Services or Documentation to any third party; (c) use the Software or Cloud Services in any service bureau or time sharing or hosting arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or Cloud Services (except, as provided by statute which cannot be excluded by the agreement of the parties, for the purpose of integration with other software used by Customer, provided that Customer first gives LogRhythm the opportunity to provide the information needed to achieve the integration or to carry out such work for a reasonable commercial fee); (e) otherwise use or copy the Software, Cloud Services or Documentation except as expressly permitted this Agreement; or (f) disclose to any third party the results of any benchmark tests or other evaluation of the Software or Cloud Services. If Customer will utilize the Cloud Services 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.

**3. CLOUD SERVICES.** If Customer orders and pays for Cloud Services, the terms and conditions set forth in the Cloud Services Addendum located on the LogRhythm website at <https://gallery.logrhythm.com/terms-and-conditions/addendums/logrhythm-cloud-services-addendum-8-2019.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-8-2019.pdf> and incorporated herein or attached to this Agreement shall apply to such Hardware purchases.

**5. EVALUATION PRODUCTS.** Notwithstanding Section 2 of this Agreement, if Customer is provided with evaluation Products, then the term will be limited to the free trial period specified in the Order Document 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 licence to install and use the evaluation Products only or access and use the evaluation Cloud Services: (a) for internal use in a non-production capacity; and (c) to test and evaluate the Products to assist Customer in its purchase decision. Any evaluation Hardware (if applicable) provided to Customer with the evaluation Software shall remain the property of LogRhythm. Upon the

expiration of the Evaluation Period, the evaluation licence or right of use granted to Customer will terminate and, within five (5) days after such expiration or termination, Customer will, at its own expense, uninstall all copies of the evaluation Software, and return the evaluation Hardware (if applicable), to LogRhythm. **The evaluation of the Products are provided “AS IS” and no warranty obligations of LogRhythm will apply and Support Services obligations do not apply to any evaluation Services.**

## 6. SUPPORT SERVICES; DEPLOYMENT; TRAINING.

**6.1 Support Services.** Support Services shall be subject to terms and conditions set forth in the Support Services Addendum located on the LogRhythm website at <https://gallery.logrhythm.com/terms-and-conditions/addendums/logrhythm-support-services-addendum-8-2109.pdf> and incorporated herein or attached to this Agreement. The initial Support Services term for perpetual Software licences is one (1) year beginning on the Delivery Date unless otherwise specified in the Order (“Initial Term”). Thereafter shall renew automatically for additional one (1) year terms unless Customer elects to terminate Support Services by providing LogRhythm with written notice of its intent not to renew Support Services at least thirty (30) days prior to the end of the applicable annual Support Services term. Upon termination of such Support Services Customer may continue to use the Software in accordance with this Agreement without the benefits provided under the Support Services Addendum. Support Services Fees for the Initial Term are set forth in the applicable Order and are invoiced on the Delivery Date. Under no circumstances are the Support Services transferrable or assignable by the Customer to any third party. The Support Services term for Licence Subscriptions is concurrent with the Licence Subscription term. LogRhythm may increase Support Services Fees for a Support Services renewal term up to seven percent over the prior year’s Support Services Fees. The Support Services term for Licence Subscriptions and Cloud Services Subscriptions is concurrent with the applicable subscription term.

**6.2 Professional Services.** Subject to payment of the professional service fees (“Professional Services Fees”) set forth in an Order, LogRhythm shall provide to Customer the professional services specified in the and in accordance with Professional Services Addendum located on the LogRhythm website at <https://gallery.logrhythm.com/terms-and-conditions/addendums/logrhythm-professional-services-addendum-8-2019.pdf> and incorporated herein or attached to this Agreement (“Professional Services of the Delivery Date of the Order for such Professional Services. Unless otherwise expressly stated in an Order, Customer shall pay all LogRhythm’s reasonable travel, meals and lodging costs and expenses incurred by LogRhythm in connection with the provision of all services by LogRhythm at Customer’s facilities under this Agreement. Upon Customer’s request, LogRhythm shall submit written evidence of each such expenditure to Customer prior to receiving reimbursement of such costs and expenses.

**6.3 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.

**6.4 Subcontractors and Partners.** LogRhythm may utilize, in whole or in part, subcontractors or distribution partners to provide maintenance, deployment or training services to Customer.

## 7. FEES, AUDIT AND RECORD KEEPING

**7.1 Payment.** Customer will pay to LogRhythm or its Authorized Reseller the applicable Appliance price (“Appliance Fee”) Hardware price (“**Hardware Fee**”) and/ or Software licence fees (“Licence Fees” and collectively, “Fees”) as set forth in and in accordance with the applicable Order. Customers right to use the Software and received the Support Services are contingent upon the payment of all Fees as and when due to the Reseller under the applicable Order.

**7.2 Authorized Reseller Fees.** Fees payable to Authorised Reseller shall be paid as set forth in the applicable Order. Customer shall pay all fees due to LogRhythm within thirty (30) days from the date of the invoice unless otherwise specified in writing by LogRhythm. Customer shall be responsible for all applicable sales, VAT, use, and other taxes (excluding taxes based on LogRhythm’s income) and all applicable export and import fees, customs duties and similar charges. All fees are non-refundable unless otherwise expressly stated herein. If Customer purchases product or services through an Authorized Reseller, price and payment terms are between Customer and the Authorized Reseller.

**7.3 Late Payment.** For payments due directly to LogRhythm, rather than its Authorized Reseller, LogRhythm may charge interest on all late payments at the rate of 4% above the base lending rate for the time being of Barclays Bank plc. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the due amount, whether before or after judgment. Notwithstanding the foregoing, LogRhythm reserves the right to claim

interest under the Late Payment of Commercial Debts (Interest) Act 1998 or any equivalent applicable legislation in any applicable jurisdiction.

**7.4 Reports; Audit Rights.** LogRhythm may periodically run a report to determine the number of MPS Customer is utilizing with the Products. LogRhythm may audit or to appoint an independent audit firm selected by LogRhythm to audit Customer's records relating to Customer's use of the Products pursuant to this Agreement to verify that Customer has complied with the terms of this Agreement and to verify the number of MPS Customer is utilizing with the Products. Any audit shall be conducted no more than once in any period of 12 consecutive months during Customer's normal business hours and upon at least 15 days' prior written notice. The audit shall be conducted at LogRhythm's expense unless the audit reveals that Customer has underpaid the amounts owed to LogRhythm by 5% or more, in which case Customer shall reimburse LogRhythm for all reasonable costs and expenses incurred by LogRhythm in connection with such audit. Customer shall promptly pay to LogRhythm any amounts owed plus interest as provided in Section 7.3.

## **8. WARRANTY; DISCLAIMER.**

**8.1 Product Warranty.** For a period of ninety (90) days after the Delivery Date (the "Warranty Period"), LogRhythm warrants that the Products, when used in accordance with the instructions in the applicable Documentation, will operate as described in the Documentation in all material respects. LogRhythm does not warrant that Customer's use of the Products will be error-free or uninterrupted. LogRhythm will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, correct any reproducible Error in the Products or replace any defective Product provided that such Error is reported to LogRhythm by Customer in writing during the Warranty Period and that Customer provides all information that may be necessary to assist LogRhythm in resolving the error or defect, or sufficient information to enable LogRhythm to recreate the Error or defect. If LogRhythm determines that it is unable to correct the Error or replace the Product, Customer may terminate this Agreement and LogRhythm or the Authorized Reseller will refund to Customer Licence and Support Services fees actually paid for the defective Product, in which case Customer's right to use the Product will terminate.

**8.2 Disclaimers.** The express warranties in Section 8.1 are in lieu of all other warranties, conditions and terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, express, implied, statutory or otherwise, regarding the Products, and Cloud Services and Professional Services and any other ancillary services or activities in relation to this Agreement, including (but without limitation) any implied warranties, conditions or other terms as to satisfactory quality, fitness for a purpose or particular purpose, use of reasonable skill and care, non-infringement and any warranties or conditions arising from course of dealing or course of performance which are hereby disclaimed to the fullest extent permitted by law. Except for the express warranties stated in Section 8.1, the Software and Hardware are provided "as is" with all faults.

## **9. INFRINGEMENT CLAIMS.**

**9.1 Indemnity.** LogRhythm will defend Customer at LogRhythm's expense against any claim, demand, suit, or proceeding brought against Customer by a third party alleging that the Software when used in accordance with the terms of this Agreement 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 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 infringement 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 defence thereof and any related settlement negotiations, (d) reasonably cooperates and, at LogRhythm's request and expense, assisting in such defence; and (e) wherever and whenever possible takes all reasonable steps to mitigate its losses that are the subject of the Claim.

**9.2 Injunction.** If the a Product 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 Product, (b) replace or modify the Product 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 9.2: (i) for Products, LogRhythm will refund Customer the fees paid for such Product computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Delivery Date and (ii) for Cloud Services Customer shall be entitled to a refund pursuant to Section 14.3; and Customer will be entitled to terminate any Support Services

related to such Product and if Customer elects to do so, those Support Services will terminate on the date specified in the notice of termination issued by Customer to LogRhythm and LogRhythm will refund to Customer the unexpired portion of the Support Services Fees.

**9.3 Exclusions.** Notwithstanding the foregoing, LogRhythm will have no obligation under this Section 9 or otherwise with respect to any Claim based upon (a) any use of the Product not in accordance with this Agreement, (b) any use of the Product in combination with other products, hardware, equipment, or software not provided by LogRhythm if the Product or use thereof would not infringe without such combination, (c) use of any release of the Software other than the most current release made available to Customer, provided that LogRhythm notified Customer that any Update to the Software could avoid infringement and further provided that LogRhythm will provide indemnity for use up to the date of such notification; or (d) any modification of the Software by any person other than LogRhythm or its authorized agents or subcontractors. This section 8 constitutes Customer's exclusive remedy and LogRhythm's only liability in respect of Claims.

**10. LIMITATION OF LIABILITY.** Subject to section 9 and section 10, in no event will either party be liable for the following loss or damage arising from or relating to this Agreement, howsoever caused, whether direct or indirect and even if such party has been advised of the possibility of such damages: (a) for any loss or corruption of data; (b) loss of profit; (c) loss of revenue; (d) loss of business opportunity; (e) loss of anticipated savings or damage to goodwill; or (f) any consequential, indirect, exemplary, special, or incidental damages. This section 7 shall not prevent claims for loss of or damage to Customer's tangible property that falls within the terms of section 9 or any other claims for direct financial loss that are not excluded by this section 9 or in the LogRhythm's case, claims for loss or damage resulting from Customer's breach of any of LogRhythm's Intellectual Property Rights, for which the Customer's liability shall be unlimited.

**11. TOTAL LIABILITY.** Subject to section 9 and section 10, LogRhythm's total cumulative liability in connection with this Agreement, the Products, Cloud Services and any related services, whether in contract or tort (including negligence) or otherwise, will not exceed a sum equal to 1.25 times the amount of fees (including Support Services Fees (if any)) paid or payable by Customer to Authorized Reseller during the twelve (12) month period preceding the events giving rise to such liability or five thousand British pounds (GBP£5,000), whichever is the higher.

**12. LIABILITY NOT EXCLUDED.** Neither party excludes its liability in respect of: death or personal injury caused by the negligence of that party, its servants or agents; or liability for fraud or fraudulent misrepresentation; or breach of statutory warranties of title and quiet possession; or such other liability which cannot be excluded or limited by law.

**13. CONFIDENTIALITY.**

**13.1 Confidential Information.** For purposes of this Section 13 ("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.

**13.2 Protection of Information.** Recipient will not use any Information of Discloser for any purpose not expressly permitted by the Agreement and will disclose the Information of Discloser only to the employees or contractors of Recipient who have a need to know such Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Discloser's Information from unauthorized 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.

**13.3 Exceptions.** Recipient's obligations under Section 13.2 with respect to any Information of Discloser will 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 will 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 the 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.

**13.4 Return of Information.** Except as otherwise expressly provided in this Agreement, Recipient will 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 will certify in writing signed by an officer of Recipient that it has fully complied with its obligations under this Section 13.4.

#### **14. TERM AND TERMINATION**

**14.1 Term.** The term of the Agreement continues until terminated as provided in Section 14.2 (the "Term").

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

**14.3 Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 14.2 (Termination), LogRhythm will refund Customer: (i) any prepaid, unused fees for services; and (ii) prepaid fees for Cloud Services covering the remainder of the Cloud Services Subscription term after the effective date of termination. If this Agreement is terminated by LogRhythm in accordance with this 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.

**14.4 Effects of Termination.** Upon termination of this Agreement: (i) all licence and use rights granted in this Agreement will immediately cease to exist, and Customer will lose all access to the applicable Cloud Service; and (ii) and Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers, return to LogRhythm or destroy all copies of the Software, Documentation and other LogRhythm Information in Customer's possession or control. Sections 1, 2.5, 7.4, 9.3, 10, 101, 13, 15 and Sections 3 and 7 of the Cloud Services Addendum together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason, together with any accrued payment obligations and any other sections of this Agreement which expressly or by their nature survive expiry or termination.

#### **15. GENERAL**

**15.1 Proprietary Rights.** The Software, Cloud Services and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of LogRhythm and its licensors. All rights in and to the Software, Cloud Services and Documentation not expressly granted to Customer in this Agreement are reserved by LogRhythm and its licensors. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of LogRhythm or its licensors on the Software or the 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, including all applicable export and import control laws and regulations in its use of the Products and Cloud Services and, in particular, neither party shall export or re-export Products without all required government licenses and each party agrees to comply with the export laws, restrictions, national security controls and regulations of the all applicable foreign agencies or authorities. Customer shall not export, reexport, or transfer, directly or indirectly, any information, process, product, technology, funds or services to countries or territories specified as prohibited destinations under U.S. trade controls laws, including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region or as otherwise prohibited by U.S. trade control laws, including the economic sanctions and export control laws and regulations administered by the U.S. Department of Commerce, U.S. Department of the Treasury, and U.S. Department of State.

**15.3 Anti-Bribery.** LogRhythm shall: (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"); (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 or any other applicable legislation, to ensure compliance with the Relevant Requirements and Section 13.3(b), and will enforce them where appropriate; (d) promptly report to Customer any request or demand for any undue financial or other advantage of any kind received by LogRhythm in connection with the performance of this Agreement; (e) immediately notify Customer (in writing) if a foreign public official becomes an officer or employee of the LogRhythm and/or acquires a direct or indirect interest in the

LogRhythm (and LogRhythm warrants that it has no foreign public officials as officers or employees and/or direct or indirect owners at the date of this Agreement); (f) on written request, certify to Customer in writing signed by an officer of LogRhythm, compliance with this Section 13.3 by LogRhythm and all persons associated with it and all other persons for whom the LogRhythm is responsible under Section 12.3(c). LogRhythm shall provide such supporting evidence of compliance as Customer may reasonably request. LogRhythm shall ensure that any person associated with LogRhythm who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on LogRhythm in this Section 13.3 ("Relevant Terms"). LogRhythm shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms and shall in all circumstances be directly liable to the Company for any breach by such persons of any of the Relevant Terms howsoever. Breach of this Section 13.3 shall be deemed an irredeemable material breach. For the purpose of this Section 13.3, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively, or if applicable, any equivalent provisions of any other applicable legislation in another jurisdiction. For the purposes of this Section 15.3 a person associated with LogRhythm includes but is not limited to any subcontractor of LogRhythm.

**15.4 Anti-Slavery.** LogRhythm shall take reasonable steps to ensure that slavery and human trafficking (as such phrase is defined in section 54(12), Modern Slavery Act 2015, or any equivalent provision in equivalent legislation in another applicable jurisdiction) is not taking place in any of its supply chains or in any part of its own business. LogRhythm shall, at the Customer's request, provide the Customer with a statement of such steps it has taken, together with such other information as the Customer may reasonably require in order to enable it to prepare a slavery and human trafficking statement in accordance with section 54, Modern Slavery Act 2015, or any equivalent provision in equivalent legislation in another applicable jurisdiction.

**15.5 Assignment.** Neither party may assign, novate or transfer, by operation of law or otherwise, this Agreement or any of its rights under the Agreement (including the benefit of the Support Services and the Professional Services and the licence rights granted to the Customer to the Software) to any third party without the other party's prior written consent, provided that such third party assignee or transferee shall agree to be bound by the terms of this Agreement; except that each party shall have the right to assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment novation or transfer in breach of the foregoing will be null and void.

**15.6 Force Majeure.** Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 30 days written notice to the affected party.

**15.7 Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic mail, facsimile (fax), or by certified mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the Order and will be effective upon receipt or when delivery is refused. Either party may change its address by giving notice in writing of the new address to the other party.

**15.8 Governing Law and Jurisdiction.** This Agreement, all Statements of Work and any dispute or claim arising out of or in connection with the same or its subject matters or formation (including non-contractual disputes or claims) will be governed by and interpreted in accordance with English Law, without reference to its choice of laws rules. Any proceedings relating to any claim or matter arising out of or in connection with this Agreement or any Statement of Work instituted against LogRhythm by Customer shall be brought in the courts of the State of Colorado and any such proceedings brought against Customer by LogRhythm shall be brought in the courts of England and Wales. Each party agrees that the specified courts shall have exclusive jurisdiction over such disputes save that any counterclaim may be brought in any proceedings already commenced.

**15.9 Remedies.** Except as provided in Sections 6 and 7, the parties' rights and remedies under the Agreement are cumulative. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of LogRhythm, that any actual or threatened breach of Section 2 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. If any legal action is brought by a party to enforce the Agreement,

the prevailing party will be entitled to receive its reasonable legal fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**15.10 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**15.11 Third Party Software.** Certain Third-Party Software may be provided with the Products or used in the Cloud Services that is subject to the accompanying licence(s), if any, of its respective owner(s). To the extent portions of the Products or Cloud Services subject to open source licences obligating LogRhythm to make the source code for such portions publicly available (such as the GNU General Public License ("GPL") or the GNU Library General Public License ("LGPL")), LogRhythm will make such source code portions (including LogRhythm modifications, as appropriate) available upon request for a period of up to three (3) years from the date of distribution. Such request can be made in writing to 4780 Pearl East Circle, Boulder, CO 80301: Attn: Legal Department. Customer may obtain a copy of the GPL at <http://www.gnu.org/licenses/gpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>. Subject to the terms of any applicable open source licence(s), Third Party Software is licensed solely for use as embedded or integrated with the Products or Cloud Services.

**15.12 Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law or shall, to the extent required, be deemed not to form part of this Agreement, in either case, the remaining provisions of this Agreement will continue in full force and effect. Without limiting the generality of the foregoing, Section 5 will remain in effect notwithstanding the unenforceability of any provision in Section 7.

**15.13 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."

**15.14 Third Parties.** The parties confirm that this Agreement is not intended to confer any rights on third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**15.15 Entire Agreement.** This Agreement (including the addendums and attachments and all Orders and Statements of Work made hereunder) constitutes the entire agreement between LogRhythm and the Customer regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. Each party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation (whether negligent or innocent), assurance or warranty, whether written or oral, of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement and that it shall have no remedy in respect of such representations. This section shall not apply to any statement, representation, assurance or warranty made fraudulently. Each party agrees and undertakes to the other party that the only rights and remedies available to it arising out of or in connection with this Agreement or its subject matter shall be for breach of contract. Unless otherwise specified in a future Order, this Agreement governs all future transactions for LogRhythm products between the parties.

**15.16 Amendment** This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by Customer to LogRhythm will have no effect.