



The Security Intelligence Company

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 Exhibits and any Statements of Work and Orders agreed by the parties (“the **Agreement**”), is a legal agreement between LogRhythm, Inc. (“**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 America’s Terms and Conditions.

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: _____

TERMS AND CONDITIONS (AMERICAS)

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 "Authorized Reseller" means a reseller, distributor or partner authorized and approved by LogRhythm to resell the Services.

1.4 "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 Service or (b) that resides in the Software.

1.5 "Daily Rate" means the average MPS rate measured over a rolling 24 hour period.

1.6 "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.

1.7 "Effective Date" means the date the Order was signed by LogRhythm.

1.8 "Implementation Services" means the implementation, set up, and deployment services for the Services as listed and described in the applicable Order.

1.9 "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.

1.10 "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.

1.11 "MPS" means the Messages per second set forth in the applicable Order.

1.12 "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 accepted by LogRhythm or the Authorized Reseller."

1.13 "Overage" means when one of the following occurs: (a) Customer exceeds the Daily Rate more than one 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.

1.14 "Peak Rate" means the average MPS rate measured over a rolling 60 second period.

1.15 "Service Levels" means LogRhythm's Service levels set forth in Service Level Exhibit referenced in or attached to this Agreement.

1.16 "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.

1.17 "Software" means the LogRhythm software programs identified in an Order made accessible to Customer as a part of this Service, including any modified, updated, or enhanced versions of such software that may become part of the Software.

1.18 "Subscription" means the duration of access to and use of the Services purchased by Customer as specified in the applicable Order.

1.19 "Support Services" means LogRhythm's technical support services set forth in Support Services Exhibit referenced in or attached to this Agreement.

1.20 "Sustained Rate" means the average MPS rate measured over a rolling 1 hour period.

1.21 "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 but is not limited to 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.

1.22 "Users" means Customer's employees, independent contractors and other individuals who are authorized 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 13.3), right during the Term to access and use the Services by the number of Users specified in the Order and for number the MPS, solely for internal business purposes in accordance

with the Documentation and any limitations set forth in this Agreement or the Order.

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. 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 unauthorized access to the Service or Customer's account. Customer agrees to notify LogRhythm immediately if Customer believes there was an actual or potential breach or an unauthorized third party may be using the Service, Customer's account or if Customer's account information is lost or stolen.

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; (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. If Customer will utilize the 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. 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 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. **The evaluation Services are provided "AS IS" and no warranty obligations of LogRhythm will apply Support Services and service level obligations do not apply to any evaluation Services.**

4. ACCESS AND USERS.

4.1 Duration. Unless otherwise specified in the Order, the Subscription for the Services set forth in an Order begins when the Initial Order Term for that Order begins.

4.2 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 organization. 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 unauthorized access to, or use of, the Services, and notify LogRhythm promptly of any such unauthorized use. 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.

5. PROVISION OF SERVICES.

5.1 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. 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 the service levels specified in Service level exhibit. 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 exhibit. 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.

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

5.3 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. FEES AND PAYMENT.

6.1 Payment. Customer shall pay LogRhythm or the Authorized Reseller the applicable fees for the Services specified in the Order. Unless otherwise expressly provided in an Order, LogRhythm shall invoice Customer on the Access Date and Customer shall pay all invoices within thirty (30) days from the date of the invoice. All Fees are paid annually in advance, or in accordance with terms set forth on an Order. Fees exclude, and Customer shall make all payments of fees to LogRhythm free and clear of, all applicable sales, use, and other taxes (excluding taxes based on LogRhythm's income) and all applicable export and import fees, customs duties and similar charges. If LogRhythm has a legal obligation to pay or collect taxes for which Customer is responsible under the Agreement, then the appropriate amount shall be invoiced to and paid by Customer, unless Customer specifies in the applicable Order that it claims tax exempt status for amounts due under the Agreement and provides LogRhythm a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the

date of the applicable LogRhythm invoice. LogRhythm may charge interest on all late payments at a rate of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law; whichever is less, from the due date until paid. All fees are non-refundable unless otherwise expressly stated herein. If Customer purchases services through an Authorized Reseller, price and payment terms are between Customer and the Authorized Reseller.

6.2 Usage Metrics. If Customer is permitted to access and use the Services by MPS, the MPS use limitation refers to a Daily Rate received by the Services. Customer may exceed the allocated Daily Rate MPS limitation with all the components provided within the MPS licensed 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. 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.

6.3 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. 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 the Agreement. If the Reports reveal any other nonconformance with this Agreement, LogRhythm may seek its remedies available to it under this Agreement.

7. WARRANTY.

7.1 Services Warranty. LogRhythm warrants that, during the Subscription term: (a) the Software will perform materially in accordance with the applicable Documentation and (b) LogRhythm will use

commercially reasonable efforts to make the Services 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 "Termination" and "Refund or Payment upon Termination" sections below.

7.2 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 and as part of the Services provided to Customer under this Agreement.

7.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 7.1, LOGRHYTHM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WHICH ARE HEREBY DISCLAIMED. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 7.1, THE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS.

7.4 HIGH RISK USE. CUSTOMER SHALL NOT USE THE SERVICES WITH OR IN ANY APPLICATION OR SITUATION WHERE A FAILURE COULD LEAD TO DEATH OR SERIOUS BODILY INJURY OF ANY PERSON, OR TO SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). LOGRHYTHM AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES, AND LOGRHYTHM AND ITS SUPPLIERS SHALL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE SERVICES.

8. INFRINGEMENT CLAIMS.

8.1 Claims Against Customer.

(a) LogRhythm shall defend Customer, at LogRhythm's expense, against any claim, demand, suit, or proceeding brought against Customer by a third party alleging that the Software infringes or is a misappropriation of such third party's Intellectual Property Rights (each, a "Customer 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 Customer Claim provided that Customer: (a) notifies LogRhythm promptly in writing of the Customer Claim, (b) does not make any admission of

liability, agreement or compromise in relation to any Customer 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 Customer 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 12.3.

(c) **Exclusions.** Notwithstanding the foregoing, LogRhythm shall have no obligation under this Section 8.1 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 authorized agents or subcontractors. This Section 8.1 states LogRhythm's entire liability and Customer's exclusive remedy for infringement claims and actions.

8.2 Claims Against LogRhythm.

(a) Customer shall defend LogRhythm, at Customer's expense, against any claim, demand, suit, or proceeding brought against LogRhythm by a third party that is based upon Customer's or LogRhythm's use of any Customer Data or Third Party Content in accordance with this Agreement (each, a "LogRhythm Claim"), and Customer will indemnify LogRhythm from any damages, attorney's fees and costs finally awarded against LogRhythm as a result of, or for amounts paid by LogRhythm under a settlement approved by Customer in writing of, a LogRhythm Claim provided that LogRhythm: (a) notifies Customer promptly in writing of the LogRhythm Claim, (b) does not make any admission of liability, agreement or compromise in relation to any LogRhythm Claim without the prior written consent of Customer (such consent not to be unreasonably conditioned, delayed or withheld)

(c) gives Customer sole control of the defense thereof and any related settlement negotiations, (d) reasonably cooperates and, at Customer'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 LogRhythm Claim.

(b) Exclusions. Notwithstanding the foregoing, Customer shall have no obligation under this Section 8.2 or otherwise with respect to any claim to the extent based on any use of the Customer Data or Third Party Content in violation of this Agreement.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TOTAL CUMULATIVE LIABILITY OF LOGRHYTHM AND ITS THIRD PARTY SUPPLIERS IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO LOGRHYTHM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO BREACH OF SECTIONS 2.1, 2.5, OR ANY OBLIGATIONS IN SECTION 8.

10. CONFIDENTIALITY.

10.1 Confidential Information. For purposes of this Section 10, "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.

10.2 Protection of Information. Recipient shall not use any Information of Discloser for any purpose not expressly permitted by the 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 the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient shall 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.

10.3 Exceptions. Recipient's obligations under Section 10.2 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 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.

10.4 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 10.4.

11. 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 (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-final-2019-05.pdf>.

12. TERM AND TERMINATION.

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

12.2 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 12. 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.

12.3 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.

12.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 12.3, 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 12.3, 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.

12.5 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, 6, 8, 9, 10, 12.5, 12.6, and 13 together with any accrued payment obligations, shall survive expiration or termination of the Agreement for any reason.

12.6 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.

13. GENERAL.

13.1 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.

13.2 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 Software Services. 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.

13.3 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 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 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.

13.4 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.

13.5 U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Services are comprised of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

13.6 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 recognized 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 13.7 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 recognized 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.

13.7 Governing Law. The laws of the State of Colorado shall govern this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The U.N. Convention for the International Sale of Goods is expressly excluded from, and does not apply to, this Agreement.

13.8 Venue. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement, including, without limitation, to interpret or enforce any provision of this Agreement, shall bring the legal action or proceeding only in the state or federal courts located in Denver, Colorado.

Each party consents and submits to the exclusive jurisdiction and venue of those courts for all legal actions and proceedings arising out of or relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by applicable law, (a) any objection that party may have to the laying of venue of any such proceeding or legal action brought in those courts and (b) any defense of inconvenient forum for the maintenance of a proceeding or legal action brought in those courts. Each of the parties consents to process being served by any party to this Agreement in any action or legal proceeding by the delivery of a copy thereof in accordance with the notice provisions in this Agreement.

13.9 Remedies. Except as provided in in this Agreement, the parties’ rights and remedies under the Agreement are cumulative. 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 10 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, 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.

13.10 Waivers. No delay or failure of a party to exercise any of its rights, powers or remedies or to require satisfaction of a condition under this Agreement will impair any such right, power, remedy, or condition, nor will any delay or omission be construed to be a waiver of any breach, default or noncompliance under this Agreement. 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 the same provision on any other occasion. To be effective, a waiver must be in writing signed by the party granting the waiver and will be effective only to the extent specifically set forth in such writing.

13.11 Severability. If a provision of this Agreement is unenforceable, invalid, or illegal, then the intent of the parties is that (a) the validity, legality, and enforceability of the remaining provisions of the Agreement are not affected or impacted in any way and the remainder of this Agreement is enforceable between the parties, and (b) the unenforceable, invalid, or illegal provision will be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law.

13.12 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.”

13.13 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.

13.14 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 authorized 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.

13.15 Entire Agreement. This Agreement, together with all exhibits, attachments, Orders and Statements of Work made hereunder, constitutes the final agreement between the parties and is the complete and exclusive expression of the parties’ agreement to the matters contained in the Agreement. The Agreement supersedes and merges all prior and contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof. This Agreement may be amended only by a written instrument signed by each of the parties. Customer may issue a purchase order 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), and services, this Agreement governs all future transactions for LogRhythm products between the parties.