

## END USER LICENCE AGREEMENT FOR RESELLER TRANSACTIONS IN THE UNITED KINGDOM

THIS END USER LICENCE AGREEMENT (THE “**AGREEMENT**”) IS BETWEEN LOGRHYTHM, INC. (“**LOGRHYTHM**”) AND THE LEGAL ENTITY THAT HAS PROCURED THE LOGRHYTHM SOFTWARE AND HARDWARE (EACH AS DEFINED BELOW) FOR USE AS AN END USER (“**CUSTOMER**”, “**YOU**” AND “**YOUR**”) THAT ARE LOCATED IN THE UNITED KINGDOM. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF YOUR SIGNATURE BELOW (“**EFFECTIVE DATE**”).

THE TERMS SET FORTH IN THIS AGREEMENT ARE SOLELY APPLICABLE TO AND GOVERN YOUR USE OF THE LOGRHYTHM SOFTWARE AND SERVICES FOR WHICH YOU HAVE PAID THE APPLICABLE PURCHASE PRICE PURSUANT TO ORDER FORMS BETWEEN YOU AND THE AUTHORIZED RESELLER WHICH REFERENCES THIS AGREEMENT (“**ORDER**”). THE ORDER SHALL SPECIFY THE FINAL PRICES AND TERMS AND CONDITIONS OF SALE AS AGREED BETWEEN YOU AND THE AUTHORIZED RESELLER. ORDERS ARE REFERENCED HEREIN TO SPECIFY THE SOFTWARE LICENSED AND/OR SERVICES PURCHASED BY CUSTOMER ONLY; EACH ORDER IS BETWEEN THE CUSTOMER AND THE AUTHORIZED RESELLER AND IS NOT BINDING ON LOGRHYTHM.

LOGRHYTHM LICENSES THE SOFTWARE PURSUANT TO THIS AGREEMENT (“**LICENCE**”). THE TERM OF THE LICENCE IS DESIGNATED IN THE APPLICABLE ORDER (“**LICENCE TERM**”). AS PART OF THE LICENCE, LOGRHYTHM PROVIDES THE SUPPORT SERVICES DESCRIBED IN THE PLAN (“**SUPPORT SERVICES**”). LOGRHYTHM ALSO OFFERS PROFESSIONAL SERVICES RELATED TO THE SOFTWARE AS DESCRIBED IN ANNEX A (“**PROFESSIONAL SERVICES**”).

BY INSTALLING, DOWNLOADING, CONFIGURING, ACCESSING, OR OTHERWISE USING THE APPLIANCE OR THE SOFTWARE, INCLUDING ANY UPDATES, UPGRADES, OR NEWER VERSIONS, CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTAND THIS AGREEMENT, AND THAT THE CUSTOMER AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, LOGRHYTHM IS UNWILLING TO LICENSE THE SOFTWARE TO CUSTOMER, AND THE CUSTOMER SHOULD NOT COMPLETE THE ACCESS PROCESS, ACCESS OR OTHERWISE USE THE SOFTWARE. IF CUSTOMER DOES NOT ACCEPT THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY RETURN THE SOFTWARE AND HARDWARE PRODUCT ACCOMPANYING THE SOFTWARE TO THE AUTHORIZED RESELLER FROM WHICH CUSTOMER PURCHASED IT.

### 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 listed on an Order comprised of the Hardware and the Software installed on the Hardware.

**1.3 “Authorized Reseller”** means the reseller, distributor or partner authorized and approved by LogRhythm to sell the Software and Hardware as identified on the Order.

**1.4 “Documentation”** means the user manuals provided to Customer with the Software or Appliance upon delivery in either electronic, online help files or hard copy format. All Documentation is provided in English.

**1.5 “Effective Date”** means the date this Agreement or an Order was signed by LogRhythm or, if there is no signed Order, the applicable Delivery Date.

**1.6 “Error”** shall mean a reproducible defect in the Supported Program when operated on a Supported Environment, which causes the Supported Program not to operate substantially in accordance with the Documentation.

**1.7 “Intellectual Property Rights”** means all 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 part of the world.

**1.8 “Hardware”** means the hardware purchased from LogRhythm as set forth on an Order.

**1.9 “Software”** means the LogRhythm software programs identified in an Order, all Documentation for the Software, and any updates (as defined in Annex A) that LogRhythm may provide to Customer in connection with Support Services.

**1.10 “Subscription License”** means a term license to Software, the duration of which shall be as specified in the applicable Order.

**1.11 “Support Services”** means LogRhythm’s technical support and Software maintenance services.

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

**2.1 Software Licence Grant.** Subject to the terms and conditions of this Agreement and payment by the

Customer of all license fees due to the Authorized Reseller in respect of the Software, LogRhythm grants to Customer during the Licence Term a non-exclusive, non-transferable licence to use the Software, solely for internal business purposes in accordance with the Documentation and the limitations set forth in this Agreement or the Order. The duration of the license is perpetual unless a Subscription License term is specified in the applicable Order. 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 any breach of this Agreement by a Customer Affiliate shall be deemed to be a breach by Customer. If Customer has purchased an Appliance, then the Software may only be used on the Hardware on which the Software has been installed. Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual needs of the Customer. If Customer licenses the Software for use in a virtual environment each virtual instance requires its own Software licence. Customer may make a copy of the Software as necessary for back up as permitted by statute and disaster recovery purposes.

**2.2 Enterprise Licenses.** If an Order specifies an enterprise license for specified Software ("Enterprise Software"), then in addition to the license grant in Section 2.1, Customer may install unlimited instances of the Enterprise Software identified on the Order provided Customer does not exceed the messages per second (MPS) processing limitations specified on the Order. Customer will provide to LogRhythm by the 5th calendar day of each calendar month, a report that contains the aggregate volume count across all of Customer's Software deployments, identifying the highest MPS volume processed per day during the reporting period. Customer may only use the Software on the Appliance provided by LogRhythm.

**2.3 Restrictions On Use.** Except as expressly permitted by this Agreement, Customer will not: (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) rent, lease, loan, sublicense, distribute, sell or otherwise transfer the Software to any third party; (c) use the Software 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 (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 except as expressly permitted in Section 2.1; or (f) disclose to any third party the results of any benchmark tests or other evaluation of the Software.

**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 purchased from LogRhythm ("Supported Equipment"). Notwithstanding the foregoing, System Files do not include LogRhythm archive files.

### 3. EVALUATION PRODUCTS.

**3.1 Evaluation Licence Grant.** Notwithstanding Section 2 of this Agreement, if the applicable Order specifies evaluation Software or Hardware or Customer otherwise provided with evaluation Software or Hardware ("Evaluation Products"), then the term will be limited to the free trial period specified in the Order Document or with the license key and if none is therein specified, it shall be thirty days from delivery of the Evaluation Products (the "Evaluation Period"). During the Evaluation Period, and subject to Customer's compliance with the terms and conditions of this Agreement, LogRhythm grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to install and use the Software only: (a) in object code form; (b) for internal use in a non-production environment at Customer's facility; and (c) to test and evaluate the Software in order to assist Customer in its decision to purchase a license for full commercial use of the Software ("Evaluation Licence"). 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 will terminate and, within five (5) days after such expiration or termination, Customer will, at its own expense, uninstall all copies of the Software, and return the evaluation Hardware (if applicable), to LogRhythm. Any Evaluation Products provided by LogRhythm to Customer are provided "as is". LogRhythm disclaims and excludes any and all other conditions, warranties, liability obligations or other terms which might have effect between the parties or be implied or incorporated into the Evaluation Licence or any collateral contract, whether by statute, common law or otherwise, including (without limitation) implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or use of reasonable care and skill with respect to the evaluation.

### 4. DELIVERY, INSPECTION AND INSTALLATION.

**4.1 HARDWARE PURCHASE AND DELIVERY.** If Customer is purchasing Hardware from an Authorized Reseller, that that sale shall be subject to and governed by the terms and conditions referenced in the Order.

**4.2 Licence of Software Only.** If Customer is licensing the Software and not purchasing Hardware, then Section 4.2 will govern the delivery of Software. If Customer has not already obtained a copy of the Software prior to the Effective Date, LogRhythm will ship to Customer via its Authorized Reseller the Software and Documentation and/or provide Customer a support account from which Customer can download the Software and Documentation in accordance with LogRhythm's reasonable instructions. Customer is responsible for configuring customer-provided hardware or virtual environment in accordance with the configuration parameters as noted in the Documentation. Improper hardware or virtual environment configuration may prevent the Software from operating properly and any

such non-standard configuration may not be supported by LogRhythm.

**4.3 Software Delivery.** Without limiting the warranties in Section 7.1 below, the Software will be deemed delivered when a license key which unlocks the Software is provided to Customer or LogRhythm has enabled Customer to electronically download the Software. Unless otherwise mutually agreed to in writing, Customer is responsible for installing the Software and licence keys in accordance with the Documentation. Subject to the warranty set out in Section 6.71, Customer shall be deemed to have accepted the Software on whichever is the earlier of: (a) the expiry of 10 days after the licence key is delivered to Customer or (b) commencement of the operational use of the Software.

## **5. MAINTENANCE; DEPLOYMENT; TRAINING.**

**5.1 Maintenance.** Subject to payment by Customer of all applicable support services fees due to the Authorized Reseller ("Support Services Fees"), LogRhythm shall provide the technical support and Software maintenance services identified in the Order ("Support Services") during the Licence Term in accordance with the terms and conditions of this Agreement. Unless otherwise specified in an Order, the initial Support Services term for perpetual Software licenses is one (1) year beginning on the Effective Date and thereafter shall renew automatically for additional one (1) year terms unless Customer elects to terminate Support Services by providing LogRhythm with at least thirty (30) days written notice prior to the end of the applicable annual Support Services term. Upon termination of such Support Services Customer may continue to use the Software without the benefits provided under the Support Services Annex. Under no circumstances are the Support Services transferrable or assignable by the Customer to any third party. The Support Services term for Subscription Licenses is concurrent with the Subscription License term.

**5.2 Professional Services.** Subject to the payment all applicable professional services fees due to the Authorized Reseller ("Professional Services Fees"), the Customer may order the professional services described in Annex B attached to this Agreement and incorporated herein ("Professional Services") from LogRhythm. Customer must use any contracted Professional Services within one year of the Effective Date.

**5.3 Training.** Subject to payment by the Customer of any applicable training fees due to the Authorized Reseller ("Training Fees"), Customer may obtain training services from LogRhythm as set out in the Order.

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

## **6. FEES, AUDIT AND RECORD KEEPING**

**6.1 Fees.** Customer will pay the Authorized Reseller for the applicable Appliance price ("Appliance Fee") and/ or Software licence fees ("Licence Fees" and collectively, "Fees") as set forth in and in accordance with the applicable Order. If at any time during the Term,

Customer desires to increase the number of licences that have been previously granted to Customer, then Customer shall pay to Authorized Reseller the applicable additional Licence Fees as set forth in the applicable Order. Customer's 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.

**6.2 Professional Services Fees.** Customer will pay the Professional Service Fees to the Authorized Reseller as set forth in and in accordance with the applicable Order.

**6.3 Payment Terms.** Fees payable to Authorized 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.

**6.4 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.

**6.5 Audit Rights.** LogRhythm will have the right, during normal business hours and upon at least fifteen (15) days prior written notice, to audit or to appoint an independent audit firm selected by LogRhythm to audit Customer's records relating to Customer's activities pursuant to this Agreement in order to verify that Customer has complied with the terms of this Agreement. The audit will be conducted at LogRhythm's expense, unless the audit reveals that Customer has underpaid the amounts owed to LogRhythm by five percent (5%) or more in any quarter, in which case Customer will reimburse LogRhythm for all reasonable costs and expenses incurred by LogRhythm in connection with such audit. Customer will promptly pay to LogRhythm any amounts owed plus interest as provided in Section 5.2. Such audits will be conducted no more than once in any period of twelve (12) consecutive months.

## **7. WARRANTY; DISCLAIMER.**

**7.1 Software Warranty.** For a period of ninety (90) days after the Effective Date (the "Software Warranty Period"), LogRhythm warrants that the Software, when used in accordance with the instructions in the Documentation, will operate as described in the Documentation in all material respects. LogRhythm does not warrant that Customer's use of the Software 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 Software or replace any defective Software provided that such Error or defect is

reported to LogRhythm by Customer in writing during the Software 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 Software, LogRhythm or the Authorized Reseller will refund to Customer Licence Fees and Support Services Fees actually paid for the defective Software, in which case this Agreement and Customer's right to use the Software will terminate.

**7.2 Disclaimers.** The express warranties in section 7.1 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 Software, Hardware, Support 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, title, 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 7.1, the Software and Hardware are provided "as is" with all faults.

## **8. INFRINGEMENT CLAIMS.**

**8.1 Indemnity.** LogRhythm will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Software when used in accordance with the terms of this Agreement infringes any patents or copyrights or misappropriates any trade secrets of a third party (each, a "Claim"), and LogRhythm will pay those costs and damages finally awarded against Customer in any such action that is specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer (a) notifying LogRhythm promptly in writing of the Claim, (b) not making 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) giving LogRhythm sole control of the defence thereof and any related settlement negotiations, (d) reasonably cooperating and, at LogRhythm's request and expense, assisting in such defence; and (e) wherever and whenever possible taking all reasonable steps to mitigate its losses that are the subject of the Claim.

**8.2 Injunction.** If the Software becomes, or in LogRhythm's opinion is likely to become, the subject of an infringement claim, LogRhythm may, at its option and expense, either (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) accept return of the Software, terminate this Agreement upon written notice to Customer and refund Customer the Licence Fees paid for

such Software upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date.

**8.3 Exclusions.** Notwithstanding the foregoing, LogRhythm will have no obligation under this Section 8 or otherwise with respect to any Claim based upon (a) any use of the Software not in accordance with this Agreement or for purposes not intended by LogRhythm, (b) any use of the Software in combination with other products, hardware, equipment, software, or data not intended by LogRhythm to be used with the Software, (c) use of any release of the Software other than the most current release made available to Customer, or (d) any modification of the Software by any person other than LogRhythm or its authorized agents or subcontractors. Section 8 states LogRhythm's entire liability and Customer's exclusive remedy for infringement claims and actions. This section 8 constitutes Customer's exclusive remedy and LogRhythm's only liability in respect of Claims.

**9. LIMITATION OF LIABILITY.** Subject to section 10 and section 11, 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 9 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.

**10. TOTAL LIABILITY.** Subject to section 10 and section 11, LogRhythm's total cumulative liability in connection with this Agreement, the software, the hardware and any 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.

**11. 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.

## **12. CONFIDENTIALITY.**

**12.1 Confidential Information.** For purposes of this section 12 ("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.

**12.2 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.

**12.3 Exceptions.** Recipient's obligations under Section 12.2 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.

**12.4 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 upon the expiration or termination of the Agreement. Recipient will certify in writing signed by an officer of Recipient that it has fully complied with its obligations under this Section 12.4.

## **13. TERM AND TERMINATION**

**13.1 Term.** The Support Services Term of the Licences shall be one (1) year commencing on the Effective Date of the applicable Order (unless multiple terms are designated in the Order). Each Support Services Term renews as set for in the applicable Order.

**13.2 Termination for Breach.** 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.

**13.3 Effects of Termination.** Upon termination of this Agreement for any reason, any amounts owed to LogRhythm under this Agreement before such termination will be immediately due and payable, all licenced rights granted in this Agreement will immediately cease to exist, and Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers, and return to LogRhythm or destroy all copies of the Software, Documentation and other LogRhythm Information in Customer's possession or control. Sections 1, 5.4, 7.2, 8, 9, 12, 13.3 and 14 together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

## **14. GENERAL**

**14.1 Proprietary Rights.** The Software 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 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.

**14.2 Compliance with Laws.** Each party will comply with all applicable export and import control laws and regulations in its use of the Software and Appliances and, in particular, Customer will not export or re-export Software or Appliances without all required government licences and Customer agrees to comply with the export laws, restrictions, national security controls and regulations of the all applicable foreign agencies or authorities.

**14.3 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, to ensure compliance with the Relevant Requirements and Section 14.3(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 14.3 by LogRhythm and all persons associated with it and all other persons for whom the LogRhythm is responsible under Section 14.3(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 14.3 ("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 14.3 shall be deemed an irredeemable material breach. For the purpose of this Section 14.3, 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. For the purposes of this Section 14.3 a person associated with LogRhythm includes but is not limited to any subcontractor of LogRhythm.

**14.4 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) 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.

**14.5 Assignment.** Neither party may assign 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 or transfer in breach of the foregoing will be null and void.

**14.6 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 [2 months], the party not affected may terminate this agreement by giving [15 days] written notice to the affected party.

**14.7 License Metrics.** If Customer's Software 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 Software including without limitation flat file, SNMP, SMTP, netflow (j flow and S flow), syslog or other event or system record. If Customer's Software 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. The Software will discontinue recording data if the network bandwidth usage during any rolling 15 minute period exceeds the licensed limit. For Enterprise Software licenses (see section 2.2), (i) Customer may exceed the MPS limitation by up to 10% without additional charge, and (ii) Customer will not be charged for a one-time anomalous event that causes a spike in MPS usage above the specified MPS limitation.

**14.8 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.

**14.9 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.

**14.10 Remedies.** Except as provided in Sections 8 and 9, 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 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.

**14.11 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.

**14.12 Third Party Software.** Certain Third Party Software may be provided with the Software that is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses 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>. Third Party Software is licensed solely for use as embedded or integrated with the Software or Appliances.

**14.13 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 9 will remain in effect notwithstanding the unenforceability of any provision in Section 7.

**14.14 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."

**14.15 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.

**14.16 Entire Agreement.** This Agreement (including the annexes and attachments) 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.

**14.17 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.

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## ANNEX A

### Support Services

Subject to the terms and conditions of the applicable software licence agreement between Customer and LogRhythm (“Agreement”) and this Support Services Annex, LogRhythm will provide the Support Services in accordance with the terms and conditions set forth below. Such Support Services shall be provided by LogRhythm and/or its Authorized Reseller subject to the terms and conditions set out in this Annex and the Agreement and in the event of any conflict the Agreement shall prevail to the extent of any conflict or inconsistency. Customer must purchase identical Support Services for all installed Software and/or Appliances within a Designated Deployment (defined below) and may not select different Support Services options to cover different installations of Software and/or Appliances across deployments within a Designated Deployment. LogRhythm will be responsible for providing Support Services only for the most current release and the immediately preceding major release of the Software. The Support Services are personal to the Customer and cannot be assigned or transferred to any third party and, for the avoidance of doubt; LogRhythm has no obligation to provide any Support Services to anyone other than the original purchaser of such services. End-of-Life Support for third party optional software components are in accordance with the End-of-Life policy for each such component as announced. LogRhythm reserves the right to modify its Support Services offering at any time, by providing notice to its Customers, provided that such Support Services modifications during a prepaid Support Services term will not be less than what is stated in this Support Services Annex.

#### 1. DEFINITIONS.

1.1 **“Business Day”** means 8:30 a.m. to 5:30 p.m. (in London), Monday through Friday (excluding LogRhythm holidays, which are posted on LogRhythm’s Customer Portal).

1.2 **“Designated Deployment”** shall mean the deployment of the LogRhythm Software that enables complete logging and processing of Customer data.

1.3 **“Enhanced Support Services”** shall mean the optional purchase by Customer of 24/7 support subject to the payment of any required additional fees.

1.4 **“Resolution”** shall mean a modification or workaround to the Supported Program and/or Documentation and/or other information provided by LogRhythm to Customer intended to resolve an Error.

1.5 **“Support Hour”** shall mean an hour during a Business Day.

1.6 **“Supported Environment”** shall mean any hardware and operating system platform which LogRhythm supports.

1.7 **“Supported Program”** shall mean the current version of the Software used in a Supported Environment in use at the Designated Deployment, for which Customer has paid the then-current Support Services Fees.

1.8 **“Update”** means subsequent minor maintenance releases of the Software and patches that LogRhythm generally makes available for Software licensees at no additional licence fee to Customers provided the Customers are under a current Support Services Agreement with LogRhythm. Updates shall not include any option or future product which LogRhythm licences separately from Support Services for an additional fee.

1.9 **“Upgrade”** means subsequent major releases of the Software that LogRhythm generally makes available for Software licensees at no additional licence fee to Customers provided the Customers are under a current Support Services Agreement with LogRhythm. Upgrades shall not include any option or future product which LogRhythm licenses separately from Support Services for an additional fee.

#### 2. SERVICES PROVIDED.

2.1 **First Call.** LogRhythm is the first tier of support for the Software and Hardware purchased through LogRhythm or its designee.

2.2 **Telephone Support.** LogRhythm will provide telephone support to the designated users during the Support Hours. Customer understands and acknowledges that Support Services are provided in English. Customers purchasing Enhanced Support Services will be given instructions for receiving Support Services after the end of a Business Day. Telephone support will include the following:

(a) Assistance in identifying and verifying the causes of suspected Errors in the Supported Program;

(b) Advice on bypassing identified Errors in the Supported Program, if reasonably possible;

(c) Assistance in troubleshooting and identifying Hardware-related problems;

(d) Clarification of the Documentation; and

(e) Guidance in updates of the Supported Program.

2.3 **E-Mail Support.** Customers may contact LogRhythm support via email 24 hours a day, 7 days a week. Support emails may be sent to support@logrhythm.com.

#### 2.4 Response Times.

(a) LogRhythm will respond to new support cases whether received via a telephone call or email within (i) four (4) Support Hours after receipt if received during a Business Day or (ii) by 12:00 p.m. London Time the following Business Day if received after the end of a Business Day. LogRhythm will respond to new support cases via email or by directly contacting the applicable designated users. Response times for open support cases will vary depending on the specifics of the case and any Escalation required. If a response will require more than one business day to prepare, Customer will be notified and informed when a response can be expected.

(b) If Customer has purchased Enhanced Support Services LogRhythm will respond to new support



cases received via a telephone call within four (4) hours after receipt.

**2.5 LogRhythm Support Site.** LogRhythm maintains a product support site containing product manuals and additional support related information (e.g., FAQ's, Knowledge Base). Subject to the payment of Support Services Fees, Customer will be provided 24/7 access to the support site. Customer will be provided support accounts to use when accessing the support site.

**2.6 Escalation and Severity Levels.** All calls are received by Tier 1 or Tier 2 support personnel. LogRhythm's best attempts are made to solve support issues with Tier 1 support personnel. Issues that are not able to be resolved by the Tier 1 support personnel will be escalated as outlined below:

(a) **Tiered Support Definitions:** Support requests will be answered and/or escalated based on the following generalized criteria. The Tier I support engineer will be the first contact and will determine escalation if an issue is not solved within 1 hour. Additional escalation will be issue specific and will remain within current contractual guidelines:

Tier I – General questions and minor configuration changes
Tier II – Functionality specific questions, advanced configuration changes and initial error investigation
Tier III – Advanced functionality and configuration questions and detailed error investigation
Tier IV (Sustaining Engineering) – Advanced error investigation to determine SW configuration changes and/or failed functionality

Tier IV software support is reserved for consultation on development related issues only during business hours.

(b) **Support Ticket Escalation:**

All incoming tickets are automatically assigned to Tier I
Escalate to Tier II if issue is not resolved within one hour, with the following exceptions: <ul style="list-style-type: none"> <li>o Awaiting customer response</li> <li>o Awaiting internal response or follow up</li> </ul>
Tier II – If the issue is not resolved within two hours of escalation to Tier II, Escalate to Tier III
Tier III – If the issue is not resolved by the following business day, escalate to Tier IV

Support calls are generally not escalated if work is under way and/or a solution is being researched or created. However, severity levels are designed as means to provide escalation in cases of an inability to make systems operational as outlined below.

(c) **Ticket Severity:**

<i>Critical (Severity 1)</i> – The system has crashed or is in a “hung” state, or displays a fatal error - resulting in data loss or corruption.
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<i>High (Severity 2)</i> – System is severely degraded such that a component or feature does not meet requirements or are inaccessible or inoperable.
<i>Medium (Severity 3)</i> – System is slightly degraded such that a component or feature does not meet minimum or expected requirements.
<i>Low (Severity 4)</i> – System is functional with a minor defect or customer has general question or is requesting minor configuration change information.

**2.7 Support Cases.** Each support case will be assigned a case number. Customer must provide the number when providing communications to LogRhythm regarding the support case. Support cases will be closed when Customer has verified the issue is resolved, where possible. Support cases will also be closed after three (3) Business Days of inactivity on the part of Customer and can be re-opened upon request.

**2.8 Qualified Support Cases.** Qualified support cases are limited to questions that cannot be easily answered by referring to LogRhythm product documentation or information made available on the LogRhythm support site. Qualified support cases also include reporting any abnormal functioning of LogRhythm software. Qualified support cases do not include questions pertaining to the normal deployment, configuration, and operation of LogRhythm products as described in LogRhythm product documentation.

**2.9 Unqualified Support Cases.** Unqualified support cases include questions that could have been answered by reviewing LogRhythm Documentation or information made available via the LogRhythm support site. If Customer is submitting a high volume of Unqualified Support Cases, LogRhythm and Customer will work together to determine the areas of operation underlying the cases submitted and will jointly determine a corrective course of action as required.

**2.10 Travel and Other Expenses.** Support Services provided hereunder shall be provided at LogRhythm's principal place of business, or at the Designated Deployment at Customer's expense, as mutually agreed upon by the parties. Should Customer request that LogRhythm send personnel to the Designated Deployment to resolve any Error in the Supported Program, Customer shall pay LogRhythm's actual, reasonable and necessary travel and living expenses. Under such circumstances, Customer shall also pay actual costs for supplies and other expenses (excluding Hardware expenses) reasonably incurred by LogRhythm, which are not of the sort normally provided or covered by LogRhythm, provided that Customer has approved in advance the purchase of such supplies and other expenses. Such supplies and expenses will not include diagnostic tools required by LogRhythm to provide the Support Services. If Customer so requires, LogRhythm shall submit written evidence of each expenditure to Customer prior to receiving reimbursement of such costs and expenses.

**2.11 Exceptions.** LogRhythm shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Supported Program (in whole or in part), (b) use of the Supported Program in an environment other than a Supported Environment; or (c) problems related to non-LogRhythm provided hardware. Any corrections performed by LogRhythm for such Errors shall be made, in LogRhythm's reasonable discretion, at LogRhythm's then-current time and material charges.

**3. SOFTWARE SUPPORT.** Subject to the payment of the Support Services Fees or additional licence fees set forth in this Annex A:

**3.1 Updates.** LogRhythm will provide Updates for the Supported Programs as and when developed for general release in LogRhythm's sole discretion. Each Update will consist of a set of programs and files made available from LogRhythm's web site and will be accompanied by Documentation adequate to inform Customer of the problems resolved and any significant operational differences resulting from such Update.

**3.2 Upgrades.** Customer will be entitled to Upgrade at no additional cost while a Support Services contract is in effect. An upgrade to LogRhythm provided Hardware may be required in order to utilize any such Upgrades.

**3.3 Third-Party Software Updates.** LogRhythm approves and makes available information regarding Updates of Third Party software included in the Software to Customers via LogRhythm's web site support.

**3.4 Knowledge Base Updates.** Customer will be entitled to knowledge base updates at no additional cost.

**4. HARDWARE SUPPORT.** Subject to the payment of the Support Services Fees or additional licence fees set forth in this Annex A, LogRhythm will provide:

**4.1 Basic Hardware Services.** As part of Support Services, LogRhythm will facilitate Hardware warranty coverage with the Hardware manufacturer on servers and their components for a period of three (3) years after delivery for Hardware purchased through LogRhythm.

(a) If Hardware is replaced in whole or in part under a warranty program Customer will be responsible for the cost of any Hardware or components not returned as may be required to comply with the warranty. Customer agrees to pay LogRhythm's reasonable costs associated with any such unreturned Hardware or components.

(b) Modification, alteration, or any other changes to the Hardware may violate and/or void the Hardware warranty and/or Support Services agreement. In no instances should Customer open the external case of the Hardware without direction from LogRhythm personnel.

(c) Hardware shipped to customer will support the release of the Software installed on the Hardware at time of delivery. If a subsequent major release of the Software requires an upgrade to the Hardware, Customer may choose to either (i) upgrade the

Hardware at their cost and install the subsequent major release or (ii) receive Support Services on their current Hardware and Software through the life cycle for the Software installed on the Hardware.

**4.2 Extended Warranty.** Upon Customer's renewal of Support Services in years four (4) and five (5) after initial delivery; LogRhythm will facilitate an extended hardware warranty service for each of those years, provided such warranty service is offered by the hardware manufacturer. Hardware warranty services beyond year five (5) will continue to be facilitated by LogRhythm provided such are offered at the discretion of the hardware manufacturer.

**4.3 Pre-Replacement of Defective Hardware.** Hardware warranty repairs will be made in accordance with the Basic Hardware Services. Replacements for defective Hardware to be provided to Customer under the warranty program will be sent on a pre-replacement basis when possible. Customer will have ten (10) business days to return to the defective Hardware to LogRhythm. If Customer fails to return the defective Hardware to LogRhythm, Customer will be invoiced for the cost of defective Hardware. If the replacement of a complete Appliance is required, the replacement Appliance will be shipped fully configured for Customer's use unless an alternative course of action is mutually agreed upon by LogRhythm and Customer.

**5. CUSTOMER RESPONSIBILITIES.**

**5.1 Supervision and Management.** Customer is responsible for undertaking the proper supervision, control and management of its use of the Supported Programs, including, but not limited to: (a) assuring proper Supported Environment configuration, Supported Programs installation and operating methods; and (b) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.

**5.2 Training.** Customer is responsible for ensuring that all appropriate personnel are trained and familiar with the operation and use of the Supported Programs and associated equipment.

**5.3 Designated Users.** Customer shall designate a reasonable number of individuals to serve as the designated users with LogRhythm for the Support Services provided hereunder. To receive notification of any new Updates or Upgrades available from LogRhythm Customer must subscribe to the LogRhythm user forums.

**5.4 Access to Personnel and Equipment.** Customer shall provide LogRhythm with access to Customer's personnel and, at Customer's discretion, its equipment during Support Hours. LogRhythm will, to the best of its ability, provide Support Services to Customer in accordance with Customer's internal security and/or network access policies. If Customer requests Support Services for an Error that requires remote access and Customer is unable to provide such access, then Customer may elect to pay LogRhythm additional Support Fees and Expenses incurred for onsite Support Services.

If Customer does not wish to pay for such onsite Support Services, LogRhythm's obligation to provide any Resolution for the Error shall be excused.

**5.5 Customer Introduced Third-Party Software.**

Customer may elect to install additional software on the Hardware on the drive specified in the LogRhythm Documentation. It is recommended that Customer contact LogRhythm before installing any software on to the Hardware. In such instance, Customer acknowledges and assumes the risk that (a) LogRhythm is not responsible for the functionality of any such software; (b) LogRhythm reserves the right to require the removal of any and all such software when addressing support issues (failure to remove such software after requested by LogRhythm will void LogRhythm's Support Service obligations); (c) any such installation may negatively impact the performance, reliability and/or security of the Software and/or Hardware; (d) the Software may not perform as intended or in accordance with the LogRhythm Documentation; and (e) any such software which adversely affects the performance of the LogRhythm Appliance will void all warranties and cancel all Support Services obligations.

## Annex B

### LogRhythm Professional Services Attachment

Subject to the terms and conditions of the applicable software licence agreement between Customer and LogRhythm to which this Annex B is attached and incorporated therein ("Agreement") and this Professional Services Attachment LogRhythm or its designee will provide the Professional Services in accordance with the terms and conditions set forth below.

**1. Scope of Services.** LogRhythm or its designee will provide the Professional Services to Customer under this Professional Services Attachment ("PSA"). At the start of the deployment planning, Customer and LogRhythm or its designee will develop a mutually agreed upon deployment plan that will be detailed in one or more Statements of Work ("SOW") (the "Services"). Deployment Services include but are not limited to the process of configuring the Software and/or Appliance and deploying in Customer's environment.

#### **2. Assumptions and Responsibilities**

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

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

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

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

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

(b) LogRhythm will perform all appropriate Services either onsite at the Customer facilities or remotely, via a remote desktop session. Services not requiring presence onsite may be performed at LogRhythm facilities by mutual agreement between Customer and LogRhythm.

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

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

(e) LogRhythm will provide a Project Lead with the qualifications, expertise, and knowledge to fulfill LogRhythm's obligations under this PSA.

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

PSA is contingent upon Customer fulfilling the following responsibilities:

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

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

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

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

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

(f) For the duration of this PSA and where applicable, Customer will provide LogRhythm adequate onsite access to office space and equipment, and to telephones with outside lines and a dedicated, secure line for internet access.

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

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

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

(j) Customer will provide a Project Lead with the requisite qualifications, expertise, and knowledge who is authorized by Customer to act as a liaison between Customer and LogRhythm and assume the responsibilities detailed in Section 2.4 below.

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

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

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

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

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

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

(f) Upon becoming aware of a situation which may delay, or threatens to delay, the timely performance of this PSA, promptly initiate the Project Change Process as described in Section 4 of this PSA, to address the potential delay.

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

4.

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

**6. Project Change Process.** Any change to a PSA will be coordinated with the LogRhythm Project Lead.

**6.1 Change Initiation.** LogRhythm or the Customer may initiate change requests. The reasons for a change may include: customer requests; regulatory changes; changes in technical scope; or other detail program issues or requirements. The Project Lead of the party initiating a change will submit each change request to the other party's Project Lead, and then both Project Leads will review such request for validation. Project changes must be submitted in a clear and concise manner in the form of a Change Request Form (Attachment A). Upon the initiation of a change request, both parties must agree within twenty-four (24) hours of the receipt of the Change Request Form by the non-initiating party whether or not to continue performance of the Services or to stop all Services being performed until a mutually agreed upon Change Request Form has been signed by both parties.

**6.2 Change Request Review.** After the submission of a Change Request Form to a Project Lead and validation of the requested change, the LogRhythm Project Lead will review the requested change to determine if it is within the scope of the SOW.

(a) Within Services Scope. If the LogRhythm Project Lead determines that the change requested by Customer is within the scope of the SOW, the Project Leads of both parties will execute the Change Request Form and implement the change into performance of the Services as appropriate.

(b) Outside Services Scope. If the LogRhythm Project Lead determines that the requested change is outside the scope of Services the SOW, the LogRhythm Project Lead will then determine whether such requested change impacts the pricing or scheduling projections for the performance of the Services.

(i) If the LogRhythm Project Lead determines that the requested change does not impact the pricing or scheduling projections of the SOW, the Project Leads will execute the Change Request Form and implement the requested change into the performance of the Services as appropriate.

(ii) If the LogRhythm Project Lead determines that the requested change does impact the pricing or scheduling projections of the SOW, the terms of this Section 6.36 will apply.

This process is not intended to handle change requests which would constitute a cardinal change to the SOW. Additionally, LogRhythm reserves the right to reject change requests at its discretion.

**6.3 Cost Estimate Preparation.** Upon determination that the Change Request impacts the pricing or scheduling of the Services under the SOW, a cost estimate applicable to the performance of the requested change will be prepared by LogRhythm and provided to the Customer. The cost estimate will fully document the scope of the change, and provide a basis of estimate for the proposed adjustments in price, schedule, and/or other factors as applicable. If applicable, a schedule (separate from but integrated with the implementation plan) will be developed and maintained for each such authorized change.

**6.4 Change Implementation.** The execution of the Change Request Form by both parties will cause the Change Request Form to become part of and incorporated into the SOW. Commencement of the performance of the requested change is conditioned upon the mutual execution of the Change Request, and LogRhythm's receipt of an additional P.O. authorization to cover the agreed upon price for each requested change.

**7. Rights to Development.** LogRhythm will retain all right, title and interest in and to development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services, which are based on trade secrets or proprietary information. No licence to any patents, trade secrets, trademarks or copyrights is deemed to be granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in the Agreement. Rights associated with any joint development projects will be subject to future

discussion and under a separate agreement with terms to be mutually agreed upon by both parties.

**8. Constructive changes.** LogRhythm and Customer agree that: (a) Customer has knowledge of and control over the conditions and constraints of Customer's facilities, and IT environment; and administers how the services on Customer's IT infrastructure are performed; (b) LogRhythm may undertake a course of action under this engagement which was unforeseen at the time the PSA was executed but is necessary, arises from a latent or unusual condition, is at the direction of the Customer, or results from an act of omission of the Customer and, by changing LogRhythm's manner, method, or scope of work, increases LogRhythm's cost or schedule to perform;

(c) should LogRhythm's cost or schedule to perform so increase, LogRhythm will have the right to an equitable adjustment to the price, schedule, and/or terms of the PSA for such changes even if these changes have not been submitted through the Project Change Process.

**9. Entire Agreement.** This PSA and the terms and conditions are the entire agreements between the parties pertaining to the delivery of Professional Services, and supersedes any and all other agreements between the parties relating to the subject matter hereof. Any changes to the terms stated herein in any other writing must be mutually agreed upon and signed by an authorized representative of each party.