

Overview of License Terms related to LogRhythm's Software

Information contained on this page is for informational purposes only and are not incorporated as part of the Terms and Conditions.

1. LogRhythm grants to our customers a perpetual software license. The first year Support Services is required and is purchased with the initial order. This allows customers access to LogRhythm's technical support services, upgrades, updates, and product support. Support Services may be terminated by the customer after the first year by providing 30 days' notice prior to the Effective Date anniversary.
2. Discontinuation of Support Services does not terminate the Agreement, as it is a perpetual license which allows customers to continue to use the software, but the customer will not have access to updates, upgrades, or support.
3. The Terms and Conditions are a master agreement that govern the use of the software this order and future orders.
4. LogRhythm licenses software which is not customized but rather is configured for the customer's environments. The same software implementation methodology is used for every customer, and is defined as core implementation services.
5. LogRhythm does not provide any customization services to its customers nor is this a work-for-hire transaction.
6. Implementation services are normally done remotely, unless a customer specifically requests that it be on-site. The number of implementation days is dependent on customer's size, but generally LogRhythm's core solution can be deployed in 1 to 5 business days.
7. LogRhythm warrants that its software will operate in accordance with our documentation for a period of 90 days.
8. LogRhythm does not access customer data nor are we a data processor.
9. LogRhythm requests that customers not send its confidential data to LogRhythm. We do not need access to data contained to support the customer.
10. Once the software is implemented it is solely under the customers' control.

TERMS AND CONDITIONS

These **Terms and Conditions** (the "Agreement") set forth the terms and conditions agreed to by LogRhythm, Inc. ("LogRhythm") and **Name of Customer** ("Customer") under which Customer may license the software and purchase the hardware specified on the quote issued by LogRhythm and accepted by LogRhythm and purchase orders submitted by Customer. Customer may submit orders directly to LogRhythm or its Authorized Reseller. No order shall be binding upon LogRhythm until accepted by LogRhythm in writing. In consideration of the mutual covenants and conditions set forth below, LogRhythm and Customer agree as follows:

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 or entity meets these requirements).

1.2 "Appliance" means the appliance 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 an Appliance in either electronic, online help files or hard copy format. All Documentation is provided in English.

1.5 "Delivery Date" means the date of delivery of the Appliance or the Software only, as applicable.

1.6 "Effective Date" means the date the Order was signed.

1.7 "Intellectual Property Rights" means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

1.8 "Hardware" means the hardware purchased from LogRhythm as set forth on an Order.

1.9 "Order" means the quotation provided to Customer by LogRhythm or its designee for the LogRhythm Appliance and/or Software, which is executed by both parties.

1.10 "Software" means the LogRhythm software programs identified in an Order and any updates (as defined in Exhibit A) that LogRhythm may provide to Customer in connection with Support Services.

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

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

2. SOFTWARE LICENSE GRANT AND OTHER RIGHTS.

2.1 Software License Grant. Subject to the terms and conditions of this Agreement, LogRhythm grants to Customer a perpetual, non-exclusive, non-transferable (except as set forth in Section 12.4) license to use the Software, solely for internal business purposes in accordance with the Documentation and any limitations set

forth in this Agreement or the Order. . Under the license granted to Customer under this Section, 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. If Customer licenses the Software for use in a virtual environment each virtual instance requires its own Software license. Customer may make a reasonable number of copies of the Software solely as necessary for back up and disaster recovery purposes.

2.2 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 or the Documentation; (b) sublicense, distribute, sell or otherwise transfer the Software or Documentation to any third party; (c) use the Software in any service bureau or time sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or (e) otherwise use or copy the Software or Documentation except as expressly permitted in Section 2.1.

2.3 License Keys. The Software uses a license key mechanism. Use of the Software on a perpetual basis (as opposed to a temporary basis for evaluation purposes) requires authorized and valid license keys ("License Keys") that must be installed by Customer. Customer shall not use unauthorized copies of the license keys or otherwise circumvent LogRhythm's license key mechanism. LogRhythm will provide Customer with a temporary license key upon the acceptance of an Order. LogRhythm shall provide the permanent License Keys upon payment in full of all applicable Fees. If LogRhythm has not received the License Fee payment from Customer within the payment time period set forth in Section 6.5, LogRhythm shall not be obligated to provide Customer with the License Keys and the Software will cease functioning unless Customer requests and obtains an extension of the evaluation period from LogRhythm.

2.4 System Files. All system files, including SQL Server database files and transaction logs, used by an Appliance must reside on either the Appliance or an external storage device purchased from LogRhythm ("Supported Equipment"). If Customer moves the systems files to any equipment not purchased from LogRhythm then this Agreement, including the license to the Software granted in Section 2.1, shall automatically terminate. Customer shall not be entitled to a refund for any fees paid to LogRhythm before the date of such termination.

Notwithstanding the foregoing, system files do not include LogRhythm archive files.

3. EVALUATION PRODUCTS.

3.1 Evaluation License Grant. If Customer desires to evaluate any of LogRhythm's products, the following terms shall apply. During the evaluation period, which shall be thirty days from the delivery of the Evaluation Products" (the "Evaluation Period") hardware and/or software (the "Products"), 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 license 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. Customer will only use the Software for testing and evaluating the Software in accordance with instructions and under conditions suggested by LogRhythm. Customer agrees to allow LogRhythm direct remote access to the evaluation environment during the evaluation period. Any hardware or equipment provided to Customer shall remain the property of LogRhythm and will be returned upon termination of this Agreement. Upon the expiration of the Evaluation Period the license granted to Customer will terminate and, within five (5) days after such expiration or termination, Customer will, at its own expense, uninstall all copies of the Software, return the Hardware and Software and/or destroy all copies of the Software and all other Information in its possession to LogRhythm and certify in writing that Customer has performed the foregoing.

3.2 Evaluation Disclaimer. EVALUATION SOFTWARE IS FOR EVALUATION PURPOSES ONLY. CUSTOMER'S USE OF THE SOFTWARE IS ENTIRELY AT ITS OWN RISK. THE SOFTWARE AND HARDWARE PROVIDED BY LOGRHYTHM TO CUSTOMER IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER. LOGRHYTHM, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SOFTWARE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

4. DELIVERY, INSPECTION AND INSTALLATION.

4.1 HARDWARE PURCHASE AND DELIVERY. If Customer is purchasing Hardware, then, subject to terms and conditions of this Agreement, Customer hereby agrees to purchase the Hardware from LogRhythm, and LogRhythm hereby agrees to sell the Hardware to Customer, pursuant to the applicable Order and the following:

(a) **Delivery.** LogRhythm shall ship the Hardware, pay the freight and add the shipping costs to Customer's invoice. Title to Hardware (but not to any Software incorporated or embedded therein, which is licensed hereunder and not sold to Customer) and risk of loss and damage shall pass to Customer upon delivery to a common carrier at LogRhythm's shipment location.

LogRhythm shall use reasonable commercial efforts to meet the delivery schedule set forth in an Order, if any. All Hardware shall be delivered to Customer at Customer's address set forth on an Order and may be delivered in lots determined by LogRhythm. Subject to Section 4.1(b) and the limited warranty set forth in Section 7.1, all delivered Appliances shall be deemed accepted by Customer upon delivery.

(b) **Inspection.** Customer shall have five (5) days after receipt of Appliance (the "Return Period") to notify LogRhythm in writing of any discrepancies in the shipment. In all cases under this Agreement, LogRhythm shall only accept returns from Customer of Appliances that are damaged in transit or "dead on arrival" (nonfunctional when delivered), returned with a Return Material Authorization ("RMA") number issued by LogRhythm, and accompanied by a notice specifying the pertinent discrepancy. No returns shall be accepted after the Return Period, except as provided for under Section 7.1.

4.2 Security Interest. Customer hereby grants LogRhythm a purchase money security interest in all Hardware sold by LogRhythm to Customer hereunder and in any proceeds Customer receives from the resale thereof (including accounts receivable), until LogRhythm has received payment in full of the Appliance Fees (as defined below) and related charges.

4.3 License of Software Only. If Customer is licensing the Software and not purchasing Hardware, then this Section 4.2 shall govern the delivery of Software. If Customer has not already obtained a copy of the Software prior to the Effective Date, LogRhythm shall ship to Customer 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.

4.4 Software Delivery. Without limiting the warranties in Section 7.1 below, the Software shall be deemed delivered the day the License Key is provided to Customer. Unless otherwise mutually agreed to in writing, Customer is responsible for installing the Software and License Keys in accordance with the Documentation.

5. MAINTENANCE; DEPLOYMENT; TRAINING.

5.1 Maintenance. Unless otherwise specified in the Order, the initial support services term is one (1) year beginning on the Effective Date. Thereafter, Support Services shall renew automatically for additional one (1) years 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 Support Services Customer may continue to use the Software without the benefits provided under a Support Services Exhibit. LogRhythm may increase Support Services Fees

after the applicable annual Support Services term based on the percentage increase in the Consumer Price Index – All Urban Consumers during the prior twelve month.

5.2 Professional Services. Subject to the terms and conditions of this Agreement, including the payment by Customer of the professional service fees (“Professional Service Fees”) set forth in an Order, LogRhythm shall provide to Customer the professional services described in Exhibit B attached to this Agreement and incorporated herein (“Professional Services”). Customer must use any contracted Professional Services within one year of the Effective Date.

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 Fees. Customer shall pay LogRhythm the applicable Appliance price (“Appliance Fee”) or Software license fees (“License 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 licenses that have been previously granted to Customer, then Customer shall pay to LogRhythm the applicable additional License Fees and Support Services Fees as set forth in the applicable Order. All Fees are non-refundable unless otherwise expressly stated herein.

6.2 Professional Service Fees. Customer shall pay the Professional Services Fees set forth in and in accordance with the applicable Order. Unused Professional Services Fees are not subject to refund.

6.3 Support Services Fees. Support Services Fees for the first contract year are due with the initial payment of Fees. All further Support Services Fees shall be due and payable by Customer no later than thirty (30) days prior to each anniversary of the Effective Date.

6.4 Additional Orders. Customer may order more Appliances, Software product modules and additional usage of the Software as permitted under this Agreement by executing the LogRhythm Order in addition to submitting written purchase orders to LogRhythm. The terms of this Agreement shall govern all such Orders submitted by Customer; no additional or inconsistent term or condition in any such order shall have any legal effect.

6.5 Travel and Other Expenses. Unless otherwise expressly stated in an Order, Customer shall pay all of LogRhythm’s reasonable travel, meals and lodging costs and expenses incurred by LogRhythm in connection with the provision of all services by LogRhythm at Customer’s facilities under this Agreement. Upon Customer’s reasonable request, LogRhythm shall submit written evidence of each such expenditure to Customer prior to receiving reimbursement of such costs and expenses.

6.6 Payment. Unless otherwise expressly provided in this Agreement, LogRhythm shall invoice Customer on the Effective Date and Customer shall pay all invoices within thirty (30) days from the date of the invoice. 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 Sales Order Form 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 equal to 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.

6.7 Records. Customer shall maintain complete and accurate records of its deployment and use of the Software and all other data reasonably necessary for verification of compliance with this Agreement.

6.8 Audit Rights. LogRhythm shall have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by LogRhythm 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 shall 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 shall reimburse LogRhythm for all reasonable costs and expenses incurred by LogRhythm in connection with such audit. Customer shall promptly pay to LogRhythm any amounts owed plus interest as provided in Section 6.5. Such audits shall be conducted no more than once in any period of twelve (12) consecutive months.

7. WARRANTY; DISCLAIMER.

7.1 Software Warranty. For ninety (90) days after the Effective Date (“Software Warranty Period”), LogRhythm warrants that the Software, when used in accordance with the instructions in the Documentation, shall operate as described in the Documentation in all material respects. LogRhythm does not warrant the Customer’s use of the Software will be error-free or uninterrupted. LogRhythm shall, at its own expense and as its sole obligation and Customer’s exclusive remedy for any breach of this warranty, (a) correct any reproducible error in the Software reported to LogRhythm by Customer in writing during the Software Warranty Period, or (b) if LogRhythm determines that it is unable to correct the error or replace the Software, LogRhythm shall refund to Customer all License Fees and Support Service Fees actually paid for the defective Software, in which case this Agreement and Customer’s right to use the Software shall terminate.

7.2 Disclaimers. THE EXPRESS WARRANTIES IN SECTION 7.1 ARE THE ONLY WARRANTIES APPLICABLE TO THE SOFTWARE HARDWARE AND SUPPORT SERVICES. LOGRHYTHM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY,

REGARDING THE SOFTWARE, HARDWARE AND SUPPORT SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, 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 SOFTWARE, SUPPORT SERVICES AND HARDWARE ARE PROVIDED "AS IS" WITH ALL FAULTS.

7.3 High Risk Use. CUSTOMER SHALL NOT USE THE SOFTWARE IN ANY APPLICATION OR SITUATION WHERE A SOFTWARE 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 LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES, AND LOGRHYTHM AND ITS LICENSORS SHALL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE SOFTWARE.

8. INFRINGEMENT CLAIMS.

8.1 Indemnity. LogRhythm shall defend Customer against any claim brought against Customer by a third party to the extent based upon an allegation that the Software infringes any patents or any copyrights or misappropriates any trade secrets of a third party (each, a "Claim"), and LogRhythm shall indemnify Customer from and against those resulting liabilities, losses, costs and expenses (including reasonable attorneys' fees) that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such claim. The foregoing obligations are conditioned on Customer (a) notifying LogRhythm promptly in writing of such action, (b) giving LogRhythm sole control of the defense thereof and any related settlement negotiations, and (c) reasonably cooperating and, at LogRhythm's request and expense, assisting in such defense.

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 Software 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 shall have no obligation under this Section 8.3 or otherwise with respect to any infringement claim to the extent based on (a) any use of the Software not in accordance with this Agreement or the Documentation, (b) any use of the Software in combination with other products, hardware, equipment, software, or data not authorized by LogRhythm to be used with the Software, (c) any use of any release of the Software other than the most current release made available to Customer; provided

that LogRhythm notified Customer that any Update to the Software could avoid infringement, 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.

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. LOGRHYTHM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND ANY 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. IN ADDITION, LOGRHYTHM DISCLAIMS ALL LIABILITY OF ANY KIND OF LOGRHYTHM'S LICENSORS. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO BREACH OF SECTIONS 2 OR 10 OR ANY INDEMNITY OBLIGATIONS IN SECTION 8.1. IN NO EVENT SHALL ANY THIRD PARTY SOFTWARE LICENSOR BE LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, THAT MAY ARISE AS A RESULT OF THE USE OF THE THIRD PARTY SOFTWARE IN CONNECTION WITH THE SOFTWARE.

10. CONFIDENTIALITY.

10.1 Confidential Information. "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.

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 upon the expiration or termination of the Agreement. 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. TERM AND TERMINATION

11.1 Term. The term of the Agreement begins on the Effective Date and continues until terminated as provided in Section 11.2 (the "Term").

11.2 Termination for Breach. 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 after receiving written notice thereof.

11.3 Effects of Termination. Upon termination of this Agreement for any reason, any amounts owed to LogRhythm under this Agreement before such termination shall be immediately due and payable, all licensed rights granted in this Agreement shall immediately terminate, 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, 2.1, 6, 7.2, 8, 9, 10, 11.3 and 12 together with any accrued payment obligations, shall survive expiration or termination of the Agreement for any reason.

12. GENERAL

12.1 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 shall not remove, alter, or obscure any proprietary notices (including copyright notices) of LogRhythm or its licensors on the Software or the Documentation.

12.2 Third Party Software. All Third Party Software included with the Software is subject to the third party license agreements and/or additional terms and conditions provided with the Software that are imposed by LogRhythm's applicable Third Party Software Licensors ("Third Party Terms"). Customer agrees that Customer shall be bound to and comply with all such Third Party Terms.

12.3 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 and Appliances and, in particular, neither party shall export or re-export Software or Appliances without all required government licenses and each party agrees to comply with the export laws, restrictions, national security controls and regulations of the all applicable foreign agencies or authorities.

12.4 Assignment. Neither party shall have the right to assign 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 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.

12.5 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.

12.6 U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software is 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.

12.7 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, (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 12.7 will be deemed effectively received: (i) upon personal delivery to the party to be notified, (ii) three 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.

12.8 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.

12.9 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 the purpose of 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.

12.10 Remedies. Except as provided in in this Agreement, 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 Sections 2 or 10 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.

12.11 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.

12.12 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>.

12.13 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.

12.14 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."

12.15 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.

12.16 Entire Agreement. This Agreement (together with the Order confirmation and all exhibits and attachments) 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 issued 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.

Exhibit A

Support Services

Subject to the terms and conditions of the applicable software license agreement between Customer and LogRhythm (“Agreement”) and this Support Services exhibit (including payment of the applicable fees (“Support Fees”), LogRhythm shall provide the Support Services in accordance with the terms and conditions set forth below. 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 shall be responsible for providing Support Services only for the most current release and the immediately preceding major release of the Software. 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 shall not be less than what is stated in this Support Services Exhibit.

DEFINITIONS.

1.1 “Business Day” means 7:00 a.m. to 6:00 p.m. (Mountain Time), Monday through Friday (excluding LogRhythm holidays).

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 “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.

1.5 “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.

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

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

1.8 “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 Fees.

1.9 “Update” means subsequent minor maintenance releases of the Software and patches that LogRhythm generally makes available for Software licensees at no additional license 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 licenses separately from Support Services for an additional fee.

1.10 “Upgrade” means subsequent major releases of the Software that LogRhythm generally makes available for Software licensees at no additional license 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.

2.2 Telephone Support. LogRhythm shall 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 shall be given instructions for receiving Support Services after the end of a Business Day. Telephone support shall 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 shall 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. Mountain Time the following Business Day if received after the end of a Business Day. LogRhythm shall 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 shall be notified and informed when a response can be expected.

(b) If Customer has purchased Enhanced Support Services, LogRhythm shall 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 Fees, Customer shall be provided 24/7 access to the support site. Customer shall 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 shall be escalated as outlined below:

(a) **Tiered Support Definitions:** Support requests shall be answered and/or escalated based on the following generalized criteria. The Tier I support engineer will be the first contact and shall determine escalation if an issue is not solved within 1 hour. Additional escalation shall be issue specific and shall 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"> o Awaiting Customer response o Awaiting internal response or follow up
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 shall be closed when Customer has verified the issue is resolved, where possible. Support cases shall 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 shall work together to determine the areas of operation underlying the cases submitted and shall 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 in accordance Section 6.5 of the Agreement. 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 shall 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 license fees set forth in this Exhibit A:

3.1 Updates. LogRhythm shall 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 shall 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 shall be entitled to Upgrades 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 shall be entitled to knowledge base updates at no additional cost.

4. HARDWARE SUPPORT. Subject to the payment of the Support Services Fees or additional license fees set forth in this Exhibit A, LogRhythm shall provide:

4.1 Basic Hardware Services. As part of Support Services, LogRhythm shall 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 shall 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 Enhanced Hardware Services. Hardware that is subject to an Enhanced Support Services agreement shall be provided with 24/7 support with 4-hour onsite response, after troubleshooting.

4.3 Extended Warranty. Upon Customer's renewal of Support Services in years four (4) and five (5) after initial delivery; LogRhythm shall 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) shall continue to be facilitated by LogRhythm provided such are offered at the discretion of the hardware manufacturer.

4.4 Pre-Replacement of Defective Hardware. Hardware warranty repairs shall be made in accordance with the Basic Hardware Services or Enhanced Hardware Services as contracted by Customer. Replacements for defective Hardware to be provided to Customer under the warranty program shall be sent on a pre-replacement basis when possible. Customer shall have ten (10) business days to return the defective Hardware to LogRhythm. If Customer fails to return the defective Hardware to LogRhythm, Customer shall be invoiced for the cost of defective Hardware. If the replacement of a complete Appliance is required, the replacement Appliance shall 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 shall, 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 shall 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 shall void all warranties and cancel all Support Services obligations.

Exhibit B

LogRhythm Professional Services Attachment

Subject to the terms and conditions of the applicable software license agreement between Customer and LogRhythm to which this Exhibit B is attached and incorporated therein ("Agreement") and this Professional Services Attachment (including payment of the applicable fees, LogRhythm shall provide the Professional Services in accordance with the terms and conditions set forth below.

1. Scope of Services. LogRhythm shall provide the Professional Services to Customer under this Professional Services Attachment ("PSA"). At the start of the deployment planning, Customer and LogRhythm shall develop a mutually agreed upon deployment plan that shall 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 shall be documented using a Project Change Request form in accordance with the process outlined in this PSA.

(b) Customer shall ensure that data backup is performed. LogRhythm shall 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 shall not be responsible for any application or host system access that encompasses coding, scripting, application analysis, system performance, troubleshooting, or applications logins outside of the Services described in this 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 shall use commercially reasonable efforts to complete the Services described in this PSA in a timely manner.

(b) LogRhythm shall 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 shall 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 shall provide a Project Lead with the qualifications, expertise, and knowledge to fulfill LogRhythm's obligations under this PSA, as necessary and applicable to the PSA requirements of Section 1.

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

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

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

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

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

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

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

(h) Where applicable, Customer shall provide security passes to cover the duration of this 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 shall participate in testing as directed by LogRhythm.

(j) Customer shall 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.

2.4 Joint Project Management Responsibilities and Tasks. Both the LogRhythm and Customer Project Leads

shall ensure the following responsibilities and tasks are met as are reasonably applicable to the Services being performed:

(a) Each Project Lead shall ensure that an authorized representative of its respective party shall approve documents and specifications and accept Services provided in accordance with the acceptance procedures outlined in this 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. Status Notification. LogRhythm shall notify Customer of the status of Professional Services hours consumed on a regular basis. Additionally, LogRhythm shall also notify Customer when Deployment Services have been completed in accordance with the agreed upon Statement(s) of Work.

4. Project Change Process. Any change to a PSA shall be coordinated with the LogRhythm Project Lead.

4.1 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 shall submit each change request to the other party's Project Lead, and then both Project Leads shall 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.

4.2 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 shall 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 shall 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 shall 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 shall 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 Section 4.3 shall 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.

4.3 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 shall be prepared by LogRhythm and provided to the Customer. The cost estimate shall 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) shall be developed and maintained for each such authorized change.

4.4 Change Implementation. The execution of the Change Request Form by both parties shall 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.

5. Fee Description and Payment

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

5.2 Payments. Professional Services Fees, shall be billed in accordance with Section 5 of the Agreement.

6. Rights to Development. LogRhythm shall retain all right, title and interest in and to development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services, which are based on trade secrets or proprietary information. No license to any patents, trade secrets, trademarks or copyrights is deemed to be granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in the Agreement. Rights associated with any joint development projects shall be subject to future discussion and under a separate agreement with terms to be mutually agreed upon by both parties.

7. 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 shall 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 set forth in Section 4.

8. Entire Agreement. THIS PSA AND THE AGREEMENT ARE THE ENTIRE AGREEMENTS BETWEEN THE PARTIES PERTAINING TO THE DELIVERY OF PROFESSIONAL SERVICES, AND SUPERCEDES 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.

Attachment A
LogRhythm Change Request Form

Customer Name

Request Originator [LogRhythm / Customer]

Change Request Number

Change Submittal Date

Cost/Price Impact: _____

Schedule Impact: _____

Terms Impact: No Yes (Describe terms change in description below)

Description of SOW Change

(Attach additional pages as necessary)

Change Request Approval

Approval of this Change Request, as written, is affirmed by the signatures of the duly authorized representatives of the parties below:

CUSTOMER

LOGRHYTHM, INC.

Customer Name Signature **Date**

LogRhythm Signature **Date**

Customer Title (Print)

LogRhythm Title (Print)

Customer Contact Phone Number

LogRhythm Project Lead Phone Number

For Internal use only: P.O. Required? No Yes P.O. Received? No Yes