

**SCHEDULE A**  
**APJ TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- 1.1** “**Affiliate**” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such entity meets these requirements).
- 1.2** “**Australian Consumer Law**” means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- 1.3** “**Authorized Reseller**” means a reseller, distributor or partner authorized and approved by LogRhythm to resell the Products, Cloud Services and related services.
- 1.4** “**Cloud Services**” means a software as a service or other cloud-based offering that LogRhythm provides using the Software.
- 1.5** “**Cloud Service Subscription**” means a right to access and use the LogRhythm Cloud Services for the duration specified in the applicable Order.
- 1.6** “**Customer Data**” means Customer Information (as defined in Section 11) that is (a) disclosed or provided to LogRhythm by or on behalf of Customer or (b) collected or received from Customer by LogRhythm.
- 1.7** “**Documentation**” means the user manuals provided to Customer with the Software Hardware or Cloud Services upon delivery or activation, in either electronic, online help files or hard copy format. All Documentation is provided in English.
- 1.8** “**Delivery Date**” means the date of delivery of the applicable Hardware or, if Software only, date the License Key is delivered to Customer.
- 1.9** “**Error**” shall mean a reproducible defect in a Product which causes the Product not to operate substantially in accordance with the Documentation.
- 1.10** “**Hardware**” means the hardware supplied by LogRhythm as set forth on an Order.
- 1.11** “**Intellectual Property Rights**” means all intellectual and industrial property rights throughout the world, including but not limited to copyright and related rights, trademarks, service marks, rights to preserve the confidentiality of information (including know-how and trade secrets), trade names, domain names, rights in get-up, goodwill and right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, patents, patent applications, moral rights, contract rights and other intellectual proprietary rights, including all applications for (and right to apply for and be granted) renewals or extensions of, and right to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, or in any part of the world. “
- 1.12** “**Non-Excludable Provision**” has the meaning given in Section 10.3.
- 1.13** “**Order**” means ordering documentation between Customer and LogRhythm or an Authorized Reseller and may include a signed quotation from LogRhythm or a Customer purchase order accepted by LogRhythm or the Authorized Reseller.
- 1.14** “**Perpetual**” means the license right to use the Software indefinitely.
- 1.15** “**Personal Information**” means personal information, as that term is defined in the *Privacy Act 1988* (Cth), that is provided to, or obtained or accessed by, either party in the course of performing its obligations under this Agreement.
- 1.16** “**PPSA**” means the *Personal Property Securities Act 2009* (Cth).
- 1.17** “**Products**” means the Software and/or Hardware.
- 1.18** “**Privacy Legislation**” means the *Privacy Act 1988* (Cth) and any legislation in any non-Australian jurisdiction (to the extent that either party or any of its Personal Information is subject to the laws of that jurisdiction) affecting privacy, Personal Information or the collection, handling, storage, processing, use or disclosure of personal data.
- 1.19** “**Software**” means the LogRhythm software programs identified in an Order, including Third Party Software, and any Upgrade, Update or Maintenance Release (as defined in Exhibit A) that LogRhythm provides to Customer pursuant to the Support Services.
- 1.20** “**Subscription**” means a term license right to use the Software the duration which is specified in the Applicable Order.
- 1.21** “**Support Services**” means LogRhythm’s technical support and maintenance services set forth in Addendum.
- 1.22** “**Support Services Fees**” has the meaning given in Section 6.1.
- 1.23** “**Third Party Software**” means any software that is provided with the Software but that is not owned by LogRhythm.

**1.24 “User”** means individuals or a unique entry in Customer’s directory of record for Customer’s employees, which includes but is not limited to employees, contractors or agents of Customer actively utilizing Customer’s IT infrastructure and any end customers monitored by Customer. End customers can include unique active directory entries of Customer’s customers for example, a payment, billing, or authentication system used by the Customer to conduct business with the end customers.

## **2. LICENSE GRANT AND OTHER RIGHTS.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement and payment by Customer of all license fees due for the Software, LogRhythm grants to Customer during the term (either a Perpetual license or Subscription license, as specified Order), a non-exclusive, non-transferable (except as set forth in Section 13.3) license to use the Software solely for Customer’s internal business purposes in accordance with the Documentation and any limitations set forth in this Agreement or the Order. If Customer has purchased Hardware, the Software license may only be used on the Hardware with which the Software is delivered. If Customer elects to deploy the Software for use in another host environment or another virtual environment (including any copy of the Software for backup and disaster recovery purposes), each instance requires its own license for which Customer will need a license key which shall be provided by LogRhythm upon request of Customer. The Software shall be deemed delivered when a license key which unlocks the Software is provided by LogRhythm to Customer.

**2.2 License Metrics.** If Customer’s Product is licensed by: (a) messages per second (“MPS”) as specified in the Order, the MPS use limitation of the license refers to a rolling 24-hour average of messages per second received by the Software whereby “message” means each individual log or system event received by the Product including without limitation flat file, SNMP, SMTP, netflow (j flow and S flow), syslog or other event or system record. Customer may exceed the MPS limitation by up to 10% without additional charge, and Customer will not be charged for a one-time anomalous event that causes a spike in MPS usage above the specified MPS limitation; (b) 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; (c) “Identity”, an Identity is a unique person or service account. A person-based Identity may have multiple identifiers such as user accounts, email addresses, and phonenumber. A service account is a user account that is created explicitly to provide an authentication context for a computer or set of computers and/or services running on that computer. An Identity license is required for each unique person-based Identity and each unique service account; or (d) User, as defined above, is based on Customers identity directory of record for its User count at the inception of the Order.

**2.3 Affiliate Usage.** Customer may utilize this Software on behalf of Customer Affiliates, provided Customer’s Affiliates are included in the appropriate license metrics count. If Customer’s Affiliates are not included in the license metric count, Customer is the only entity that may use the Software under this Agreement and the rights granted to Customer under this Agreement do not extend to any Customer Affiliate. Customer shall not permit any Customer Affiliates to use the Software on behalf of Customer or on behalf of such Affiliates. Any Customer Affiliate that desires to license the Software may enter into a separate Order with LogRhythm utilizing this Agreement, which shall be a separate agreement between LogRhythm and such Customer Affiliate.

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

**2.5 Restrictions on Use.** Except as expressly permitted by this Agreement, Customer shall not: (a) modify, adapt, alter, translate, or create derivative works from the Software, Cloud Services or Documentation; (b) rent, lease, loan, sublicense, distribute, sell or otherwise transfer the Software, Cloud Services or Documentation to any third party; (c) use the Software or Cloud Services in a service bureau or time sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or Cloud Services; (e) otherwise use or copy the Software, Cloud Services or Documentation except as expressly permitted in this Agreement; or (f) disclose to any third party the results of any benchmark tests or other evaluation of the Software or Cloud Services. If Customer will utilize the Cloud Services for any purpose other than the detection, mitigation, containment and eradication of cyberthreats, Customer is responsible for providing notice to, and obtaining consents from, individuals as required by applicable law.

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

**4. HARDWARE.** If Customer orders and pays for Hardware from LogRhythm, the terms and conditions set forth in the Hardware Addendum located on the LogRhythm website at <https://gallery.logrhythm.com/terms-and-conditions/addendums/logrhythm-hardware-procurement-addendum-8-2019.pdf> and incorporated herein or attached to this Agreement shall apply to such Hardware purchases.

**5. Evaluation License Grant.** Notwithstanding anything to the contrary contained in Section 2 of this Agreement, if Customer is provided with evaluation Products or Cloud Services, then the term of use for evaluation will be limited to the free trial period specified in the Order or as otherwise determined by LogRhythm ("**Evaluation Period**"). During the Evaluation Period, LogRhythm grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the evaluation Products or access and use the evaluation Cloud Service: (a) for internal use in a non-production capacity; and (b) to test and evaluate the Products or Cloud Service to assist Customer in its purchase decision. Any evaluation hardware provided to Customer shall remain the property of LogRhythm. Upon the expiration of the Evaluation Period the license or right of use granted to Customer will terminate and, within five (5) days after such termination, Customer will, at its own expense, uninstall all copies of the evaluation Software, and return the evaluation Hardware, if applicable, to LogRhythm. **The evaluation of the Products are provided "AS IS" and no warranty obligations of LogRhythm will apply and Support Services obligations do not apply to any evaluation Services.**

## **6. SUPPORT SERVICES; DEPLOYMENT; TRAINING.**

**6.1 Support Services.** Support Services shall be subject to terms and conditions set forth in the Support Services Addendum located on the LogRhythm website at <https://gallery.logrhythm.com/terms-and-conditions/addendums/logrhythm-support-services-addendum-8-2109.pdf> and incorporated herein or attached to this Agreement. The initial Support Services term for Perpetual Software licenses and/or Hardware is one (1) year beginning on the Delivery Date unless otherwise specified in the Order ("Initial Term"). Thereafter, Support Services for Perpetual licenses and/or Hardware 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. Support Services for Subscriptions are included in the Subscription Fee and Support Services are provided during the Subscription Term. Upon termination of such Support Services for a Perpetual license, Customer may continue to use the Software in accordance with this Agreement without the benefits provided under Addendum (Support Services). Support Services Fees for the Initial Term are set forth in the applicable Order and are invoiced on the Delivery Date. LogRhythm may increase Support Services Fees for Perpetual licenses and/or Hardware a Support Services renewal term up to seven percent over the prior year's Support Services Fees.

**6.2 Professional Services.** Subject to payment of the professional service fees set forth in an Order, LogRhythm shall provide to Customer the professional services specified in the Order and in accordance with the Professional Services Addendum located on the LogRhythm website at <https://gallery.logrhythm.com/terms-and-conditions/addendums/logrhythm-professional-services-addendum-8-2019.pdf> and incorporated herein or attached to this Agreement ("**Professional Services**"). Unless otherwise specified in an Order Customer must use any contracted Professional Services within one year of the effective date of the Order for Professional Services. 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 request, LogRhythm shall submit written evidence of each such expenditure to Customer prior to receiving reimbursement of such costs and expenses.

**6.3 Training.** Subject to payment of any training fees, 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.

## **7. FEES AND PAYMENT.**

**7.1 Payment** Customer shall pay LogRhythm or the Authorized Reseller the applicable fees specified in the Order ("Fees"). Unless otherwise expressly provided in this Agreement, LogRhythm shall invoice Customer on the Delivery 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 this Agreement, then the appropriate amount shall be invoiced to and paid by Customer, unless Customer specifies in the applicable Order that it claims tax exempt status for amounts due under this Agreement and provides LogRhythm a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) Business Days prior to the date of the applicable LogRhythm invoice. LogRhythm may charge interest on all late payments at a rate of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law; whichever is less, from the due date until paid. All Fees are non-refundable unless otherwise expressly stated herein. If Customer purchases Product or services through an Authorized Reseller, price and payment terms are between Customer and the Authorized Reseller.

**7.2 Reports Audit Rights.** LogRhythm may periodically run a report to determine the number of MPS Customer is utilizing with the Products. LogRhythm may also audit or appoint an independent audit firm selected by LogRhythm to audit Customer's records relating to Customer's use of the Products pursuant to this Agreement to verify that Customer has complied with the terms of this Agreement and to verify Customers compliance with the license rights Products. Any audit shall be conducted no more than once in any period of twelve consecutive months during Customer's normal business hours and upon at least fifteen days' prior written notice. The audit shall be conducted at LogRhythm's expense unless the

audit reveals that Customer has underpaid the amounts owed to LogRhythm by five percent or more, in which case Customer shall reimburse LogRhythm for all reasonable costs and expenses incurred by LogRhythm in connection with such audit. Customer shall promptly pay to LogRhythm any amounts owed plus interest as provided in Section 7.1.

## **8. WARRANTY.**

**8.1 Product Warranty.** For ninety (90) days after the Delivery Date (“**Software Warranty Period**”), LogRhythm warrants that the Product, 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 that Customer’s use of the Product 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 Product reported to LogRhythm by Customer in writing during the Warranty Period, or (b) if LogRhythm determines that it is unable to correct the Error or replace the Product, Customer may terminate this Agreement and, LogRhythm shall refund to Customer all Product and Support Services fees actually paid for the defective Product, in which case Customer’s right to use the Software shall terminate.

**8.2 Disclaimers.** All express or implied guarantees, warranties, representations, or other terms and conditions relating to this Agreement or its subject matter which are not contained in this Agreement, are excluded from this Agreement to the maximum extent permitted by law.

## **9. INFRINGEMENT CLAIMS.**

**9.1 Indemnity.** LogRhythm shall defend Customer at LogRhythm’s expense, against any claim demand, suit, or proceeding brought against Customer by a third party alleging that Software infringes or misappropriates any third party’s Intellectual Property Rights (each, a “**Claim**”), and LogRhythm shall indemnify Customer from damages, reasonable attorney’s fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by LogRhythm in writing of a Claim. The foregoing obligations are conditioned on Customer (a) notifying LogRhythm promptly in writing of the Claim, (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, assists in such defense.

**9.2 Injunction.** If the Product becomes, or in LogRhythm’s opinion is likely to become, the subject of an infringement claim, LogRhythm may, at LogRhythm’s discretion and at no cost to Customer (a) procure for Customer the right to continue using the Product, or (b) replace or modify the Product so that it becomes non-infringing and remains functionally equivalent; or (c) if in LogRhythm’s reasonable opinion, neither (a) or (b) option is commercially viable, notify Customer in writing that this Agreement will terminate on the date specified in the notice of termination issued by LogRhythm to Customer. If this Agreement is terminated under this Section 9.2: (i) For Products, LogRhythm will refund Customer the fees paid for such Product computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Delivery Date and Customer will be entitled to terminate any Support Services related to such Product and if Customer elects to do so, those Support Services will terminate on the date specified in the notice of termination issued by Customer to LogRhythm and LogRhythm will refund to Customer the unexpired portion of the Support Services Fees.

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

## **10. LIMITATION OF LIABILITY.**

**10.1** Subject to this Section 10 and LogRhythm’s obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, in no event will either party be liable under this Agreement for any consequential, indirect, exemplary, special, or incidental damages, damages for any loss or corruption of data, loss of profits, revenue, goodwill or anticipated savings, or the cost of procurement of substitute goods or services, arising from or relating to this Agreement, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if such party has been advised of the possibility of the loss or damage.

**10.2** Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of goods and services in certain circumstances.

**10.3** If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a “**Non-Excludable Provision**”), and

LogRhythm is able to limit Customer's remedy for a breach of the Non-Excludable Provision, then the liability for breach of the Non-Excludable Provision is limited to one or more of the following at LogRhythm's option:

(a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

(b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

**10.4** Subject to this Section 10.4 and LogRhythm's obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, the maximum aggregate liability of each party for all claims under or relating to this Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or otherwise, shall not exceed the amount of the Fees paid by Customer to LogRhythm during the twelve (12) month period preceding the events giving rise to such liability.

**10.5** The limits on liability set out in this Section 10.5 shall not apply in respect of:

(a) LogRhythm's liability under the indemnity provisions in section 9.1;

(b) Customer's breach of LogRhythm's Intellectual Property Rights;

(c) any breach of section 11;

(d) liability for fraud or willful misconduct; or

(e) Customer's obligation to pay fees or charges to LogRhythm under or in connection with this Agreement.

## **11. CONFIDENTIALITY AND PRIVACY.**

**11.1 Confidential Information.** For the purposes of this Section 11, "**Confidential 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, that:

(a) should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, including because of the circumstances of disclosure;

(b) is designated by Discloser as confidential, including by the use of legends or other markings; or

(c) is by its nature confidential. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. Confidential Information includes, without limitation, information of or relating to 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 Discloser, as well as the terms of this Agreement.

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

**11.3 Exceptions.** Recipient's obligations under Section 11.2 with respect to any Confidential Information of Discloser shall terminate only to the extent that 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 Confidential Information. In addition, Recipient shall be allowed to disclose Confidential Information of Discloser to the extent that such disclosure is: (i) approved in writing by Discloser prior to any disclosure; (ii) necessary for Recipient to enforce its rights under this 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, or in order to comply with any rules or regulations of any stock exchanges, 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.

**11.4 Return of Information.** Except as otherwise expressly provided in this Agreement, Recipient shall return to Discloser or destroy all Confidential Information of Discloser in Recipient's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of Discloser. Recipient shall certify in writing signed by an officer of Recipient that it has fully complied with its obligations under this Section 11.4.

**11.5 Privacy.** If either party collects, uses, discloses, transfers or otherwise handles any Personal Information in connection with this Agreement, it must comply with all applicable Privacy Legislation.

## 12. TERM AND TERMINATION.

**12.1 Term.** The "Term" of a Perpetual license continues until terminated as provided in Section 12.2. The "Term" of a Subscription Term Agreement expires at the end of the Subscription specified in the applicable Order unless the parties enter into a new Subscription.

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

**12.3 Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 12.2 (Termination), LogRhythm will refund Customer: any prepaid, unused Fees for services.;. If this Agreement is terminated by LogRhythm in accordance with Section 12.2, Customer will pay any unpaid Fees covering the remainder of the applicable term of all Orders. In no event will termination relieve Customer of its obligation to pay any Fees payable to LogRhythm prior to the effective date of termination.

**12.4 Effects of Termination.** Upon termination or expiry of this Agreement (i) all licensed rights granted in this Agreement shall immediately terminate, and Customer will lose access to the applicable Cloud Service; and (ii) Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers, return to LogRhythm or destroy all copies of the Software, Documentation and other LogRhythm Information in Customer's possession or control. Sections 1, 2.5, 6, 7.3, 8,9,11, 13 and Sections 3 and 7 of the Cloud Services Addendum shall survive expiry or termination of this Agreement for any reason, together with any accrued payment obligations and any other sections of this Agreement which expressly or by their nature survive expiry or termination.

## 13. GENERAL.

**13.1 Proprietary Rights.** The Products and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of LogRhythm and its licensors. All rights in and to the Software, Cloud Services and Documentation not expressly granted to Customer in this Agreement are reserved by LogRhythm and its licensors. Customer shall not remove, alter, or obscure any proprietary notices (including copyright notices) of LogRhythm or its licensors on or within the Software, Cloud Services or Documentation.

**13.2 Compliance with Laws.** Customer shall not export, reexport, or transfer, directly or indirectly, any information, process, product, technology, funds or services to countries or territories specified as prohibited destinations under U.S. trade controls laws, including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region or as otherwise prohibited by U.S. trade control laws, including the economic sanctions and export control laws and regulations administered by the U.S. Department of Commerce, U.S. Department of the Treasury, and U.S. Department of State.

**13.3 Assignment.** Neither party shall have the right to assign, novate or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed; except that LogRhythm shall have the right to assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment, novation or transfer in violation of the foregoing will be null and void. This Agreement is binding upon and inures to the benefit of the parties, and to their permitted successors and assigns.

**13.4 Force Majeure.** Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party.

**13.5 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, with tracking and/or signature on delivery and postage prepaid; or (c) nationally recognized courier specifying next day delivery and notification of receipt. Operational approvals and consents required under this Agreement may be delivered by e-mail. A notice meeting all requirements of this Section 13.5 will be deemed effectively received: (i) when personally delivered, upon personal delivery to the party to be notified; (ii) when sent by registered or certified mail within the same country, three (3) Business Days after having been sent by registered or certified mail; (iii) when sent by registered or certified mail internationally, two (2) weeks after having been sent by registered or certified mail; (iv) when sent via nationally recognized overnight courier within the same country, one (1) Business Day after deposit with such courier; or (iv) on the date on which such notice is delivered by e-mail transmission. A party shall deliver notices to the address, e-mail address number set forth on the applicable Order or to such other address, e-mail address or facsimile number as a party may designate by ten (10) days' advance written notice to the other parties.

**13.6 Governing Law.** The laws of the State of New South Wales shall govern this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales including, for the avoidance

of doubt, the Federal Court of Australia sitting in New South Wales. The U.N. Convention for the International Sale of Goods is expressly excluded from, and does not apply to, this Agreement.

**13.7 Arbitration.** Subject to Section 13.10:

- (a) Any dispute or difference whatsoever arising out of or in connection with this Agreement, its negotiation, performance, breach, existence or validity, shall be submitted to arbitration in accordance with, and subject to, Resolution Institute Arbitration Rules.
- (b) The number of arbitrators shall be one.
- (c) Unless the parties agree upon an arbitrator within 10 days after receipt of a notice from one party to the other requesting arbitration, either party may request that the Chair of Resolution Institute selects the arbitrator.
- (d) The place of arbitration shall be Sydney, Australia.
- (e) The language of the arbitration shall be English.
- (f) The parties agree that the award (or awards, if the arbitrator makes separate awards on different issues) of the arbitrator shall be the sole and exclusive remedy between them regarding any claims and counterclaims presented or pled to the arbitrator. The decision of the arbitrator shall be final and binding.
- (g) Judgment upon the award rendered may be entered by any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order for enforcement thereof.
- (h) The costs of the arbitration shall be paid as the arbitrator may determine.
- (i) All obligations under this Agreement will continue during the arbitration proceedings, and no payments due or payable by Customer shall be withheld on account of such proceedings.
- (j) The parties agree to keep all details of the arbitration proceedings and arbitral award strictly confidential and shall use all reasonable efforts to take such action as may be appropriate to prevent the unauthorized disclosure of the proceedings, any information disclosed in connection therewith, and the award granted.

**13.8 Remedies.** Except as provided in in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Cloud Services contain valuable trade secrets and proprietary information of LogRhythm, that any actual or threatened breach of Sections 2 or 9 by Customer will constitute immediate, irreparable harm to LogRhythm for which monetary damages would be an inadequate remedy, and that notwithstanding Section 11.8, LogRhythm may seek and obtain injunctive relief in respect of such actual or threatened breach.

**13.9 Waivers.** No delay or failure of a party to exercise any of its rights, powers or remedies or to require satisfaction of a condition under this Agreement will impair any such right, power, remedy, or condition, nor will any delay or omission be construed to be a waiver of any breach, default or noncompliance under this Agreement. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of the same provision on any other occasion. To be effective, a waiver must be in writing signed by the party granting the waiver and will be effective only to the extent specifically set forth in such writing.

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

**13.11 Severability.** If a provision of this Agreement is unenforceable, invalid, void, or illegal, then the intent of the parties is that (a) the validity, legality, and enforceability of the remaining provisions of this 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, void, or illegal provision will be severed to the extent that it is unenforceable, invalid, void, or illegal.

**13.12 Construction.** In this Agreement:

- (a) the headings of sections of this Agreement are for convenience and are not to be used in interpreting this Agreement;
- (b) the words "including", "such as", "particularly" and similar expressions are not used as, nor intended to be interpreted as, words of limitation; and

(c) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

**13.13 Counterparts.** The parties may execute this Agreement in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

**13.14 Entire Agreement.** This Agreement (together with all exhibits and attachments and all Orders and Statements of Work made hereunder) constitutes the final agreement between the parties and is the complete and exclusive expression of the parties' agreement to the matters contained in this Agreement. This Agreement supersedes and merges all prior and contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof. This Agreement may be amended only by a written instrument signed by each of the parties. Customer may issue a purchase order to LogRhythm to confirm any Order, but no terms of any purchase order or similar document submitted by Customer (whether additional or contradictory) shall apply to this Agreement and all such terms are hereby rejected. Unless otherwise specified in a future Order this Agreement governs all future transactions for LogRhythm products and services between the parties.