

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

**1.3 "Australian Consumer Law"** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

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

**1.5 "Cloud Service"** means a software as a service or other cloud based offering.

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

**1.7 "Customer Data"** means any information that is (a) disclosed or provided to LogRhythm by or on behalf of Customer or (b) collected or received from Customer by LogRhythm, in either case in connection with Customer's Cloud Service Subscription.

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

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

**1.10 "Effective Date"** means the date the Order was signed by the parties or, if there is no signed Order, the applicable Delivery Date.

**1.11 "Error"** shall mean a reproducible defect in a Product which causes the Product not to operate substantially in accordance with the Documentation.

**1.12 "Intellectual Property Rights"** means all intellectual and industrial property rights throughout the world, including but not limited to copyright, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

**1.13 "Hardware"** means the hardware supplied by LogRhythm as set forth on an Order;

**1.14 "License Subscription"** means a license to use the Software for the License Subscription Term.

**1.15 "Non-Excludable Provision"** has the meaning given in Section 9.3

**1.16 "Order"** means the quotation provided to Customer by LogRhythm or its Authorized Reseller for the LogRhythm Products, Cloud Services or related services.

**1.17 "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.

**1.18 "PPSA"** means the *Personal Property Securities Act 2009* (Cth).

**1.19 "Products"** means the Software, Hardware, and/or Appliances.

**1.20 "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.

**1.21 "Software"** means the LogRhythm software programs identified in an Order, including Third Party Software, and any Maintenance Releases (as defined in Exhibit A) that LogRhythm provides to Customer pursuant to the Support Services.

**1.22 "Subscription License Term"** is the duration of a Subscription License, as specified in the applicable Order.

**1.23 "Support Services"** means LogRhythm's technical support and maintenance services set forth in Exhibit A to this Agreement.

**1.24 "Support Services Fees"** has the meaning given in Section 5.1

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

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

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, LogRhythm grants to Customer a non-exclusive, non-transferable (except as set forth in Section 12.3) license to use the Software, solely for its internal business purposes in accordance with the Documentation and any limitations set forth in this Agreement or the Order. The duration of the license is perpetual subject to termination under the terms of this Agreement, unless a License Subscription Term is specified in the applicable Order, in which case the term of the license will be the License Subscription Term. 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 an Affiliate of Customer 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 with which the Software is delivered. 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 backup and disaster recovery purposes.

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

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

## **2.4 CLOUD SERVICES.**

(a) **Provision of Cloud Services.** Subject to the terms and conditions of this Agreement and payment by Customer of all fees due for respect of the Cloud Services, LogRhythm grants to Customer a non-exclusive, non-transferable (except as set forth in Section 12.3) right to access and use the Cloud Service for internal business purposes in accordance with the Documentation and any limitations set forth in this Agreement or the Order. LogRhythm will make the Cloud Service available to Customer pursuant to this Agreement and any applicable Orders, and provide Support Services for the Cloud Service to Customer during the Cloud Service Subscription term at no additional charge.

**Protection of Customer Data.** LogRhythm will maintain administrative, physical, and technical safeguards for protection of the confidentiality, integrity, availability and security of Customer Data and LogRhythm will maintain a security program that is reasonably designed to (i) ensure the confidentiality, integrity, and availability of Customer Data; (ii) comply with current industry standards and all applicable laws; (iii) protect against threats or hazards to the security or integrity of such information; (iv) protect against misuse of Customer Data; and (v) ensure compliance with this Section 2.4 by its workforce. LogRhythm’s security program will include, without limitation, those safeguards described in LogRhythm’s SOC II Type II Report, the LogRhythm Cloud Service Security Description at <https://logrhythm.com/pdfs/terms-and-conditions/CloudAI-Security-Overview.pdf>

(b) and compliance with the confidentiality provisions in Section 10.

## **2.5 Restrictions on Use.**

**2.6 By Customer.** 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 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 notice to, and obtain consents from, individuals as required by applicable law.

**2.7 By LogRhythm.** Except as expressly permitted by this Agreement, LogRhythm shall not use Customer Data for other than as necessary to provide the Cloud Service to Customer pursuant to Customer’s Cloud Service Subscription.

## **3. EVALUATION PRODUCTS.**

**3.1 Evaluation License Grant.** Notwithstanding 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 (the “**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.

## **4. DELIVERY, INSPECTION AND INSTALLATION.**

**4.1 HARDWARE DELIVERY.** If Customer is purchasing Hardware, then, subject to the 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.** To the extent you purchase Hardware from an Authorized Reseller, terms of Delivery are as determined between Customer and the Authorized Reseller. LogRhythm shall ship Hardware, pay the freight and add the shipping costs to Customer’s invoice. Title to purchased 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 when the Hardware is put into the possession of the 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 and Appliances shall be delivered to Customer

at Customer's address set forth on an Order and may be delivered in lots determined by LogRhythm.

(b) **Inspection.** Customer shall have ten (10) business days after receipt of the Hardware or Appliance (the "**Return Period**") to notify LogRhythm in writing of any discrepancies in the shipment. LogRhythm shall only accept returns from Customer of any Hardware or Appliance that is damaged in transit or "dead on arrival" (nonfunctional when delivered) that are notified to LogRhythm during the Return Period. Any damaged Hardware and Appliances must be returned by Customer with a return material authorization ("**RMA**") number issued by LogRhythm, and accompanied by a notice specifying the discrepancy.

(c) **License Subscriptions.** Notwithstanding any other provision of this Agreement, for License Subscriptions provided on LogRhythm Hardware, Customer receives a right to use the Hardware for the duration of the License Subscription Term. Title to and ownership of such Hardware shall remain with LogRhythm. Customer shall return the Hardware within 30 days of the expiration of the Subscription License Term or the termination of this Agreement, whichever is earlier. The License Subscription Term begins on the Effective Date.

#### 4.2 Security Interest.

(a) 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 Hardware or Appliance fees (as applicable) and any related charges.

(b) Customer acknowledges and agrees that LogRhythm may apply to register a security interest in any Hardware supplied under this Agreement at any time before or after delivery of those goods. Customer waives its right under s 157 of the PPSA to receive notice of any verification of the registration.

(c) If LogRhythm at any time receives from Customer amounts which are less than the amounts due and payable to LogRhythm at that time under this Agreement, LogRhythm can apply the amounts it receives from Customer towards amounts due and owing to it in such order as LogRhythm chooses.

(d) LogRhythm may enforce its security interest in any Hardware by exercising all or any of its rights under this Agreement or the PPSA. To the maximum extent permitted by law, LogRhythm and Customer agree that the following provisions of the PPSA do not apply to the enforcement by LogRhythm of its security interest in any goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

(e) LogRhythm and Customer agree not to disclose information of the kind mentioned in s 275(1) of the PPSA, except in circumstances required by sections 275(7)(b) to (e) of the PPSA.

(f) Customer must promptly do anything reasonably required by LogRhythm to ensure that LogRhythm's security interest is a perfected security

interest and has priority over all other security interests in the Hardware.

4.3 **License of Software Only.** This Section 4.3 governs delivery of Software that is not included with an Appliance. If Customer has not already obtained a copy of the Software prior to the Effective Date, LogRhythm will provide Customer a support account from which Customer can download the Software and Documentation in accordance with LogRhythm's reasonable instructions. The Software shall be deemed delivered when a license key which unlocks the Software is provided to Customer and, if Customer is not already in possession of the Software, LogRhythm has enabled Customer to electronically download the Software. Customer is responsible for configuring Customer-provided hardware or virtual environment in accordance with the configuration parameters as noted in the Documentation. Any hardware or virtual environment configuration that does not comply with the Documentation and the requirements it contains may prevent the Software from operating properly and any such hardware or configuration may not be supported by LogRhythm.

4.4 **Cloud Services.** Unless otherwise specified in the Order, the Cloud Services Subscription term begins on the date that LogRhythm has provided Customer with, or enabled Customer to electronically download, a certificate or other authentication for access to the Cloud Service.

#### 5. SUPPORT SERVICES; DEPLOYMENT; TRAINING.

5.1 **Support Services.** The initial Support Services term for perpetual Software licenses is one (1) year beginning on the Effective Date unless otherwise specified in the Order ("**Initial Term**"). Thereafter, Support Services shall renew automatically for additional one (1) year terms unless Customer elects to terminate Support Services by providing LogRhythm with at least thirty (30) days' written notice prior to the end of the applicable annual Support Services term. Upon termination of such Support Services, Customer may continue to use the Software in accordance with this Agreement without the benefits provided under Exhibit A (Support Services). Support Services Fees for the Initial Term are set forth in the applicable Order and are invoiced on the Effective Date. LogRhythm may increase Support Services Fees for a Support Services renewal term based on the percentage increase in the Consumer Price Index – All Urban Consumers (as published by the US Bureau of Labor Statistics) during the prior twelve months. The Support Services term for License Subscriptions and Cloud Services Subscriptions is concurrent with the applicable subscription term.

5.2 **Professional Services.** Subject to payment of the professional service fees ("**Professional Services Fees**") set forth in an Order, LogRhythm shall provide to Customer the professional services specified in the Order and in accordance with 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. 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.

**5.3 Training.** Subject to payment of any training fees ("**Training Fees**"), Customer may obtain training services from LogRhythm in accordance with the applicable Order ("**Training Services**"). Customer must use any contracted Training Services within fifteen months of the date of purchase of such Training Services.

## **6. FEES AND PAYMENT.**

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

**6.2 Audit Rights.** LogRhythm shall have the right, during normal business hours and upon at least fifteen (15) days' prior written notice, to audit or to appoint an independent audit firm selected by LogRhythm to audit Customer's records relating to Customer's activities pursuant to this Agreement in order to verify that Customer has complied with the terms of this Agreement. The audit 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 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 this Section 6.2. Such audits shall be conducted no more than once in any period of twelve (12) consecutive months.

## **7. WARRANTY.**

**7.1 Product Warranty.** For ninety (90) days after the Effective 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.

**7.2** 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 Service fees actually paid for the defective Product, in which case Customer's right to use the Software shall terminate.

**7.3 Cloud Services Warranty.** LogRhythm warrants that, during the Cloud Services Subscription term: (i) the Cloud Services will perform materially in accordance with the applicable Documentation and (ii) LogRhythm will use commercially reasonable efforts to make the Cloud Services available 24 hours a day, 7 days a week, except for planned downtime. For any breach of this warranty, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

**7.4 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.

**7.5 High Risk Use.** Customer shall not use the Products or Cloud Services with or 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 or Cloud Services.

## **8. INFRINGEMENT CLAIMS.**

**8.1 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 a Product or Cloud Service infringes or misappropriates any third party's Intellectual Property Rights (each, a "**Claim**"), and LogRhythm shall indemnify Customer from damages, attorney's fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by LogRhythm in writing of a Claim. 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, assisting in such defense.

**8.2 Injunction.** If the Product or Cloud Service 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 the Agreement is terminated under this Section 8.1: (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 Effective Date; and (ii) for Cloud Services Customer shall be entitled to a refund pursuant to Section 11.3; and Customer will be entitled to terminate any Support Services related to such Product or Cloud Service 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.

**8.3 Exclusions.** Notwithstanding the foregoing, LogRhythm shall have no obligation under this Section 8.3 or otherwise with respect to any Claim to the extent based on (a) any use of the Product or Cloud Service not in accordance with this Agreement or the Documentation, (b) any use of the Product or Cloud Service in combination with other products, hardware, equipment, or software not provided by LogRhythm if the Product, Cloud Service 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 or Cloud Service 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.**

**9.1** Subject to this Section 9 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.

**9.2** 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.

**9.3** 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.

**9.4** Subject to this Section 9.4 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.

**9.5** The limits on liability set out in this Section 9.5 shall not apply in respect of:

(a) LogRhythm's liability under the indemnity provisions in section 8.1

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

(c) any breach of section 10;

(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.

## **10. CONFIDENTIALITY AND PRIVACY.**

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

**10.2 Protection of Information.** Recipient shall not use any Confidential Information of Discloser for any purpose not expressly permitted by the 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 the 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.

**10.3 Aggregated Use.** In the course of providing the Cloud Service to Customer, LogRhythm may collect, maintain and/or generate information derived from Customer's use of the Cloud Services or through LogRhythm's provision of the Cloud Services, provided that (a) such information has been anonymized in accordance with industry standards and any applicable laws and (b) neither Customer nor any natural person can be identified through analysis of the information ("Derivative Data"). For the avoidance of doubt, the Parties agree that Derivative Data is not Customer Data or Information, and LogRhythm may process Derivative Data for purposes other than the performance of the Cloud Services.

**10.4 Beneficial Use.** LogRhythm may retain aggregated, anonymized data based on the Customer Data for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Customer nor any person may be identified. LogRhythm shall retain right title and interest in and to any Indicators of Compromise discovered or developed by LogRhythm pursuant to this Agreement; (ii) and LogRhythm may use, copy, modify, distribute and sublicense, for the benefit of LogRhythm and its end-users, all other Indicators of Compromise disclosed to LogRhythm. For purposes of this Section 10.2, "Indicator of Compromise" means data, observable artifacts and patterns and groupings thereof indicative of a cyber intrusion, compromise or incident or user behavior and which can be modeled for use with LogRhythm hardware or software products. Indicators of Compromise discovered, developed or otherwise provided by LogRhythm pursuant to this Agreement are licensed to Customer for use with the LogRhythm Products and Cloud Services.

**10.5 Exceptions.** Recipient's obligations under Section 10.2 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 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, 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.

**10.6 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 10.6.

**10.7 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.

## **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.** 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 Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 11.2 (Termination), LogRhythm will refund Customer: (i) any prepaid, unused fees for services; and (ii) prepaid fees for Cloud Services covering the remainder of the Cloud Services Subscription term after the effective date of termination. If this Agreement is terminated by LogRhythm in accordance with Section 11.2, 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.

**11.4 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, 2.4(b) 6, 7.4, 8, 9, 10, 11 and 12 shall survive expiry or termination of the Agreement for any reason, together with any accrued payment obligations and any other sections of this Agreement which expressly or by their nature survive expiry or termination.

**11.5 Customer Data Portability and Deletion.** Upon written request by Customer made before the effective date of termination of a Cloud Service Subscription, LogRhythm may assist Customer with the transition of Customer Data for a mutually agreed upon fee. Thirty-one (31) days following expiration or termination of Customer's account or Cloud Services Subscription, LogRhythm will have no obligation to maintain or provide any of Customer Data relating to the Cloud Service, and Customer hereby authorizes LogRhythm thereafter to delete all Customer Data relating to such Cloud Service that is in its possession or under its control, unless LogRhythm is otherwise legally prohibited from doing so.

## **12. GENERAL.**

**12.1 Proprietary Rights.** The Software, Cloud Services and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of LogRhythm and its licensors. All rights in and to the Software, Cloud Services and Documentation not expressly granted to Customer in this Agreement are reserved by LogRhythm and its licensors. Customer 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.

**12.2 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.

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

**12.4 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.

**12.5 License Metrics.** If Customer's Product or Cloud Service is licensed by messages per second ("MPS") as specified in the Order, the MPS use limitation of the license refers to a rolling 24-hour average of messages per second received by the Software whereby "message" means each individual log or system event received by the Product or Cloud Service including without limitation flat file, SNMP,

SMTP, netflow (j flow and S flow), syslog or other event or system record. For Enterprise Software licenses, (i) Customer may exceed the MPS limitation by up to 10% without additional charge, and (ii) Customer will not be charged for a one-time anomalous event that causes a spike in MPS usage above the specified MPS limitation. If Customer's Product or Cloud Service is licensed by network bandwidth (specified in the Order as a bandwidth or bandwidth per second such as 1GB or 1GB/second), the network bandwidth use limitation refers to a rolling 15-minute average of network bandwidth usage per second. For a license or right of use based on "Identities", an Identity is a unique person or service account. A person-based Identity may have multiple identifiers such as user accounts, email addresses, and phone numbers. A service account is a user account that is created explicitly to provide an authentication context for a computer or set of computers and/or services running on that computer. An Identity license is required for each unique person-based Identity and each unique service account.

**12.6 Notices.** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and delivered by one of the following methods: (a) personal delivery; (b) registered or certified mail, in each case, 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 12.6 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 (v) 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.

**12.7 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.

**12.8** The U.N. Convention for the International Sale of Goods is expressly excluded from, and does not apply to, this Agreement.

**12.9 Arbitration.** Subject to Section 12.10:

(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.

**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 by Customer will constitute immediate, irreparable harm to LogRhythm for which monetary damages would be an inadequate remedy, and that notwithstanding Section 12.9, LogRhythm may seek and obtain injunctive relief in respect of such actual or threatened breach.

**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 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.

**12.13 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 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, void, or illegal provision will be severed to the extent that it is unenforceable, invalid, void, or illegal.

**12.14 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.

**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 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 the Agreement. The Agreement supersedes and merges all prior and contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof. This Agreement may be amended only by a written instrument signed by each of the parties. Customer may issue a purchase order to LogRhythm to confirm 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.





**EXHIBIT A**  
**SUPPORT SERVICES**

Subject to the terms and conditions of this Agreement LogRhythm shall provide Support Services for Products and Cloud Services as defined below.

**1.1 DEFINITIONS.**

**1.2 “Business Day”** means 7:00 a.m. to 6:00 p.m. Singapore time, Monday through Friday (excluding LogRhythm holidays).

**1.3 “Designated Deployment”** means the Customer deployment of the LogRhythm Software in accordance with the LogRhythm Documentation and the applicable end user license agreement.

**1.4 “Enhanced Support Services”** means optional 24/7 Support Services, excluding LogRhythm holidays, subject to the payment of any required additional fees; for purposes of Enhanced Support Services, “Business Day” means 24/7 excluding LogRhythm holidays.

**1.5 “Maintenance Release”** means Updates and Upgrades.

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

**1.7 “Support Case”** means a request from Customer for assistance which Customer may submit to LogRhythm via the telephone, LogRhythm’s Customer web portal or via email to LogRhythm’s Support Services.

**1.8 “Support Hour”** means an hour during a Business Day.

**1.9 “Supported Program”** means a supported version of the Software in a Designated Deployment, for which Customer has paid the then-current Support Services Fees.

**1.10 “Update”** means subsequent minor maintenance releases of the Software, Software patches, and knowledge base content 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.

**1.11 “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 Technical Support.** LogRhythm shall provide technical support to the designated users during the Business Day. Support Services are provided in English

and shall be provided remotely at LogRhythm’s principal place of business unless mutually agreed to by the parties. A Support Case response shall include the following:

(a) Assistance in identifying and verifying the causes of suspected Errors in the Software or Cloud Services;

(b) Advice on bypassing identified Errors in the Software or Cloud Services, if reasonably possible;

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

(d) Clarification of the Documentation; and

(e) Guidance in regarding Updates and Upgrades.

**2.2 Response Times.** LogRhythm shall respond to new Support Cases within the following period following LogRhythm receipt of the Support Case from Customer: (i) one Support Hour for Critical Severity Support Case; (ii) two Support Hours for High Severity Support Cases; and (iii) four Support Hours for all other Support Cases after receipt of the Support Case. LogRhythm shall respond to new Support Cases via email, Support Portal or by telephone.

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

(a) **Ticket Severity:** LogRhythm classifies tickets per the following categories:

*Critical* – System has crashed or is in a “hung” state, or displays a fatal error - resulting in data loss or corruption.

*High* – System is severely degraded such that a major component or feature is inaccessible or inoperable.

*Medium* – A System component or feature is degraded.

*Low* – System is functional with a minor defect or Customer has general question or is requesting configuration change information.

**2.4 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. LogRhythm will request Customer has verified the issue is resolved before closing a Support Case. Support Cases may also be closed after an extended period of time of inactivity on the part of Customer and can be re-opened upon request.

**2.5 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 conflict with the Documentation; or (c) Errors 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.** Customer shall be entitled to 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 Customer Portal 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 for the Support Programs at no additional cost while a Support Services contract is in effect. It may be necessary for Customer to upgrade the LogRhythm provided Hardware in order to utilize any such Upgrades.

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

**3.4 Version Support.** LogRhythm shall be responsible for providing Support Services for at least the most current Maintenance Release and the immediately preceding Maintenance 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, which may include notice via publication on LogRhythm's Support Services portal, provided that such Support Services modifications shall not take effect until the commencement of the next Support Services renewal term as described in Section 5.1 of the Agreement.

**4. HARDWARE SUPPORT.** Subject to the payment of the Support Services Fees Customer will be entitled to the following related to Hardware:

**4.1 Hardware Support Services.** In addition to the technical Support Services described above, LogRhythm provides Hardware maintenance and service, parts, with related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the Support Services term applicable to Customer's Hardware product(s) ("**Qualified Incident(s)**").

(a) LogRhythm provides Hardware Support Services with assistance from its hardware OEM provider, Dell global services. Support Services are available for Hardware for up to 5 years from the date of delivery provided Customer remains current on a Support Services plan. Hardware Support Services also include:

(i) Onsite dispatch of a technician and/or service parts to Customer's business location for repair and resolution, if appropriate and if on-site services are available in Customer's region.

(ii) With Customer's consent, remote troubleshooting sessions, when available, where the Hardware manufacturers technician conducts a troubleshooting session in Customers network.

(iii) Onsite troubleshooting assistance when LogRhythm has evaluated a problem and determined that field support is necessary for diagnostics and resolution and if on-site services are available in Customer's region.

(b) Hardware shipped to Customer will support the release of the Software installed on the Hardware at time of delivery. If a subsequent Software Upgrade requires an upgrade to the Hardware, Customer may choose to either (i) upgrade the Hardware at its cost and install the subsequent Software Upgrade or (ii) receive Support Services on their current Hardware and Software through the support life cycle of the applicable Software and Hardware.

**4.2 Pre-Replacement of Defective Hardware.** Replacements for defective Hardware provided to Customer under this Agreement are 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 the replacement Hardware. If the replacement of a complete Appliance is required, the replacement Appliance shall be shipped with Software 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. Customer must purchase identical Support Services for Products and Cloud Services and may not select different Support Services options to cover different Product installations or Cloud Services.

**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. 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 Services 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 use Hardware for any lawful purpose at Customer's discretion and may replace the LogRhythm Software or install third party software onto Hardware in addition to the LogRhythm Software. It is recommended that Customer contact LogRhythm before installing any third party software on the Hardware for use concurrently with the LogRhythm Software and in such an instance, Customer acknowledges that: (a) LogRhythm is not responsible for the functionality of any such third party software; (b) LogRhythm reserves the right to require the removal of any and all such software when addressing support issues with the LogRhythm Software; (c) any such installation may negatively impact the performance, reliability and/or security of the LogRhythm Software; and (d) the LogRhythm Software may not perform as intended or in accordance with the LogRhythm Documentation.

**EXHIBIT B**  
**PROFESSIONAL SERVICES**

Subject to the terms and conditions of this Agreement (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 will provide the Professional Services to Customer under this Professional Services Exhibit ("PSA"). At the start of the deployment planning, Customer and LogRhythm may develop a mutually agreed upon deployment plan that will be detailed in one or more Statements of Work ("SOW") (the "Services"). Deployment Services include but are not limited to the process of configuring the Software, Appliances or Cloud Services. Each party shall designate a project lead with the qualifications, expertise, and knowledge who is authorized by that party to act as a liaison between Customer and LogRhythm and assume the responsibilities detailed in Section 2.4 below ("Project Lead").

**2. Assumptions and Responsibilities**

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

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

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

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

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

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

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

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

**2.3 Customer Responsibilities.** Completion of the Services by LogRhythm in adherence to the terms of this PSA is contingent upon Customer fulfilling the following responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Upon becoming aware of a situation which may delay, or threatens to delay, the timely performance of this PSA, promptly initiate the Project Change Process as described in Section 5 of this Exhibit, to address the potential delay.

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

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

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

**5.1 Change Initiation.** LogRhythm or 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.

**5.2 Change Request Review.** After the submission of a change request by Customer 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 accept the change request 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 accept the change request and implement the requested change into the performance of the Services as appropriate.

**6.** If the LogRhythm Project Lead determines that the requested change does impact the pricing or scheduling projections of the SOW, a cost estimate applicable to the performance of the requested change shall be prepared by LogRhythm and provided to 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. No change request resulting in additional cost or scheduling changes will be effective unless executed by both parties

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

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