

TERMS AND CONDITIONS

These **Terms and Conditions** (the "Agreement") set forth the terms and conditions agreed to by LogRhythm, Inc. ("LogRhythm") and the Customer identified on the Order to which this Agreement is attached ("Customer") under which Customer may license the software and borrow the hardware specified on the Order and other orders submitted by Customer and accepted by LogRhythm. No Order shall be binding upon LogRhythm until accepted by LogRhythm in writing. In consideration of the mutual covenants and conditions set forth below, LogRhythm and Customer agree as follows:

1. DEFINITIONS.

1.1 "Appliance" means the appliance listed on an Order comprised of the Hardware and the Software installed on the Hardware.

1.2 "Documentation" means the user manuals provided to Customer with the Software or an Appliance in either electronic, online help files or hard copy format.

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

1.4 "Hardware" means the hardware product portion of an Appliance identified in an Order.

1.5 "LogRhythm Subscription Service" or "LSS" means LogRhythm's log and event management solution described in the Order.

1.6 "Software" means the LogRhythm software programs identified in an Order, all Documentation for the Software, and any modified, updated or enhanced versions of such programs and Documentation that LogRhythm may provide to Customer in connection with Administration Services.

2. LOGRHYTHM SUBSCRIPTION SERVICE. Subject to terms and conditions of this Agreement, during the Term, Customer hereby agrees to purchase the LogRhythm Subscription Services from LogRhythm, and LogRhythm hereby agrees to provide the LSS to Customer, pursuant to the applicable Order. This Agreement sets forth the terms and conditions for LogRhythm's provision of the LSS to Customer including the loaning the Hardware to Customer, the license of the Software to Customer and the provision of Services to Customer as described in this Agreement. Customer's right to utilize the LSS (and the Appliance) will begin on the Effective Date and continue until termination or expiration of the Term.

3. DELIVERY, ACCEPTANCE AND INSTALLATION.

Delivery of Appliances will be FOB LogRhythm point of shipment. Risk of loss and damage to the Appliance passes to Customer upon delivery to a common carrier at LogRhythm's shipment location, the carrier acting as Customer's agent. LogRhythm shall use reasonable commercial efforts to meet the delivery schedule set forth in an Order, if any. All Hardware shall be delivered to Customer at Customer's address set forth on an Order and may be delivered in lots determined by LogRhythm. Subject to the limited warranty set forth in Section 6 below, all delivered Appliances shall be deemed accepted by Customer upon delivery.

4. SOFTWARE LICENSE.

4.1 Software License Grant. Subject to the terms and conditions of this Agreement, LogRhythm grants to

Customer, during the Term, a non-exclusive, non-transferable license to use the Software as installed on the Hardware, solely for Customer's internal business purposes in accordance with the Documentation and the limitations set forth in this Agreement.

4.2 Restrictions On Use. Except as expressly permitted by this Agreement, Customer will not (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) sublicense, distribute, sell or otherwise transfer the Software to any third party; (c) use the Software in any service bureau or time sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or (e) otherwise use or copy the Software except as expressly permitted in Section 4.1.

4.3 License Keys. Customer acknowledges that the Software uses a license key mechanism and that use of the Software during the Term (as opposed to a temporary basis for evaluation purposes) requires authorized and valid license keys ("License Keys") that must be installed by Customer. Customer agrees not to use unauthorized license keys or otherwise circumvent LogRhythm's license key mechanism. LogRhythm will provide the License Keys upon payment in full of all applicable Fees. If LogRhythm has not received the License Fee payment from Customer within the payment time period set forth in Section 9.5, LogRhythm will not be obligated to provide Customer with the License Keys and the Software will cease functioning unless Customer requests and obtains an extension of the evaluation period from LogRhythm.

5. CANCELLATIONS. In the event of total or partial cancellation of any Order after LogRhythm's acceptance thereof, Customer shall reimburse LogRhythm for all reasonable costs arising out of the Order and its cancellation. In no event may Customer cancel an Order less than fifteen (15) days prior to the scheduled delivery date without LogRhythm's written consent. Customer acknowledges and agrees that the delivery dates specified by LogRhythm or otherwise agreed upon by the parties are estimates only, and LogRhythm shall not be liable to Customer or any third party for delay in delivery.

6. PROPRIETARY RIGHTS. Customer acknowledges that the Appliances are licensed and not sold and this transaction does not constitute a sale of the Hardware to Customer. The Appliances (including the Hardware, Software and Documentation), and all worldwide Intellectual Property Rights therein, are and will remain the exclusive property of LogRhythm and its licensors. All rights in and to the Appliances not expressly granted to Customer in this Agreement are reserved by LogRhythm and its licensors. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of LogRhythm or its licensors on the Appliances.

7. SECURITY INTEREST. All Appliances furnished to Customer by LogRhythm will (a) be clearly marked or tagged as the property of LogRhythm; (b) be and remain personal property; (c) subject to inspection by LogRhythm at any time; (d) be kept free of liens and encumbrances; and (e) will not be modified in any manner by Customer. Customer hereby grants LogRhythm a purchase money security interest in all Appliances provided by LogRhythm to Customer as part of the LSS and in any proceeds Customer may receive from the resale thereof (including accounts receivable). Customer agrees to execute financing statements and other documents as LogRhythm may reasonably request, and Customer acknowledges that this document constitutes a proper security agreement to be used in connection with any such financing statement.

8. SERVICES.

8.1 Support and Maintenance. Subject to the terms and conditions of this Agreement, during the Term, LogRhythm will provide Customer with the technical support and Software maintenance described in and in accordance with **Exhibit A** (collectively "Support Services") as part of the LSS.

8.2 Integration. Subject to the terms and conditions of this Agreement, during the Term, LogRhythm will provide to Customer the integration services and assistance described in an Order as part of the LSS.

8.3 Training. Subject to the terms and conditions of this Agreement, during the Term, Customer may obtain training services in accordance with the applicable level of Support Services described in **Exhibit A**.

8.4 Expert Services. Subject to the terms and conditions of this Agreement, during the Term, Customer may obtain Expert Services in accordance with the terms set forth in **Exhibit A**.

9. FEES AND PAYMENT.

9.1 Fees. Customer will pay LogRhythm the applicable fees for LogRhythm Subscription Services ("Fees") as set forth in and in accordance with the applicable Order. If at any time during the Term, Customer desires to (a) use additional Appliances, (b) additional Software products or Software product modules, (c) increase the number of systems monitored by Customer, then Customer shall pay to LogRhythm the applicable additional Fees as set forth in the applicable Order. All Fees are non-refundable unless otherwise expressly stated herein.

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

9.3 Travel and Other Expenses. Unless otherwise expressly stated in an Order, Customer shall pay all of LogRhythm's reasonable travel, meals and lodging costs and expenses incurred by LogRhythm in connection with the provision of all services by LogRhythm at Customer's facilities under this Agreement. Upon Customer's

reasonable request, LogRhythm shall submit written evidence of each expenditure to Customer prior to receiving reimbursement of such costs and expenses.

9.4 Shipping Costs. The cost of freight, and in-transit insurance incurred by LogRhythm is an additional charge and will, at LogRhythm's option, be added to the sales price, reimbursed by Customer upon request, or paid by Customer directly.

9.5 Payment. Unless otherwise expressly provided in this Agreement, LogRhythm will invoice Customer on the Effective Date and Customer will pay all invoices within thirty (30) days after receipt. Fees exclude, and Customer will 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. LogRhythm may charge interest on all late payments equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law; whichever is less, from the due date until paid.

10. TERM AND TERMINATION

10.1 Term. The initial term of this Agreement will begin on the Effective Date and will continue for a period of three (3) years ("Initial Term") unless terminated earlier in accordance with Section 10.2. Thereafter, this Agreement will automatically renew for additional one (1) year periods (each, a "Renewal Term") unless either party notifies the other party of its intent not to renew at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms are collectively referred to as the "Term."

10.2 Termination for Cause. 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.

10.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any amounts owed to LogRhythm under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and Customer must promptly discontinue all use of the Appliance (including the Software) and return to LogRhythm all Appliances and other LogRhythm Information in Customer's possession or control. Customer will return and deliver all Appliances to LogRhythm in good condition, normal wear and tear excepted, without cost to LogRhythm. Customer waives any legal or equitable right it may have to withhold the Appliance, and Customer will execute all documents, or instruments evidencing LogRhythm's ownership of the Appliances as LogRhythm may from time to time request. Sections 1, 4.2, 9, 11.3, 12, 13, 14, 10.3 and 15 together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

11. WARRANTY; DISCLAIMER.

11.1 Software Warranty. During the Term, LogRhythm warrants that the Software, when used as permitted by LogRhythm and in accordance with the instructions in the Documentation, will operate as

described in the Documentation in all material respects. LogRhythm does not warrant the Customer's use of the Software will be error-free or uninterrupted. LogRhythm will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, correct any reproducible error in the Software reported to LogRhythm by Customer in writing during the Software Warranty Period. If LogRhythm determines that it is unable to correct the error or replace the Software, LogRhythm will refund to Customer a pro rated amount of the Fees actually paid by Customer for the remainder of the Term, in which case this Agreement and Customer's right to use the Appliance will terminate.

11.2 Hardware and Third Party Software Warranty.

All Hardware and third party software is provided to Customer under the applicable warranty for such Hardware or third party software that is made available from the Hardware manufacturer or third party software licensor. LogRhythm provides no warranties directly to Customer for any Hardware or third party software.

11.3 Disclaimers. THE EXPRESS WARRANTIES IN SECTION 11.1 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, HARDWARE AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WHICH ARE HEREBY DISCLAIMED.

12. INFRINGEMENT CLAIMS.

12.1 Indemnity. LogRhythm will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Software infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and LogRhythm will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer (a) notifying LogRhythm promptly in writing of such action, (b) giving LogRhythm sole control of the defense thereof and any related settlement negotiations, and (c) cooperating and, at LogRhythm's request and expense, assisting in such defense.

12.2 Injunction. If the Software becomes, or in LogRhythm's opinion is likely to become, the subject of an infringement claim, LogRhythm may, at its option and expense, either (a) procure for Customer the right to continue using the Software, (b) replace or modify the Software so that it becomes non-infringing and remains functionally equivalent, or (c) accept return of the Software, terminate this Agreement upon written notice to Customer and refund Customer any prepaid Fees paid for the remainder of the Term.

12.3 Exclusions. Notwithstanding the foregoing, LogRhythm will have no obligation under this Section 12 or otherwise with respect to any infringement claim based upon (a) any use of the Software not in accordance with this Agreement or for purposes not intended by

LogRhythm, (b) any use of the Software in combination with other products, hardware, equipment, software, or data not intended by LogRhythm to be used with the Software, (c) any use of any release of the Software other than the most current release made available to Customer, or (d) any modification of the Software by any person other than LogRhythm or its authorized agents or subcontractors. SECTION 12 STATES LOGRHYTHM'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

13. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOGRHYTHM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND ANY SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO LOGRHYTHM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN ADDITION, LOGRHYTHM DISCLAIMS ALL LIABILITY OF ANY KIND OF LOGRHYTHM'S LICENSORS. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO BREACH OF SECTIONS 2 OR 14 OR ANY INDEMNITY OBLIGATIONS IN SECTION 12.

14. CONFIDENTIALITY.

14.1 Confidential Information. "Information" means information that is disclosed by a party ("Discloser") to the other party ("Recipient"), or which Recipient has access to in connection with this Agreement, and that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. Information includes, without limitation, information of or relating to the Discloser's present or future products, know-how, formulas, designs, processes, ideas, inventions and other technical, business and financial plans, processing information, pricing information, specifications, research and development information, customer lists, the identity of any customers or suppliers, forecasts and any other information relating to any work in process, future development, marketing plans, strategies, financial matters, personnel matters, investors or business operations of the Discloser, as well as the terms of this Agreement.

14.2 Protection of Information. Recipient will not use any Information of Discloser for any purpose not expressly permitted by the Agreement, and will disclose the Information of Discloser only to the employees or contractors of Recipient who have a need to know such Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than

Recipient's duty hereunder. Recipient will protect Discloser's Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

14.3 Exceptions. Recipient's obligations under Section 14.2 with respect to any Information of Discloser will terminate if such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Information of Discloser to the extent that such disclosure is (i) approved in writing by Discloser, (ii) necessary for Recipient to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

14.4 Return of Information. Except as otherwise expressly provided in this Agreement, Recipient will return to Discloser or destroy all Information of Discloser in Recipient's possession or control and permanently erase all electronic copies of such Information promptly upon the written request of Discloser upon the expiration or termination of the Agreement. Recipient will certify in writing signed by an officer of Recipient that it has fully complied with its obligations under this Section 14.4.

15. GENERAL

15.1 Third Party Software. All third party software included with an Appliance is subject to the third party license agreements and/or additional terms and conditions provided with the Appliance that are imposed by LogRhythm's applicable third party manufacturers and licensors. Customer agrees that Customer will be bound to and comply with all such applicable license agreements and terms and conditions.

15.2 Publicity. LogRhythm may, subject to Customer's approval of content, not to be unreasonably withheld or delayed, (a) create a general contract announcement press release indicating that the parties have entered into this Agreement, (b) use Customer's business name and logo in written materials identifying LogRhythm's customers and in other appropriate promotional materials; (c) identify Customer in applicable case studies; and (d) identify Customer as a reference for prospective customers and the media (provided that Customer shall not be obligated to comment in any way).

15.3 Compliance with Laws. Each party will comply with all applicable export and import control laws and regulations in its use of the Software and Appliances and, in particular, Customer will not export or re-export Software or Appliances without all required government licenses and Customer agrees to comply with the export

laws, restrictions, national security controls and regulations of the all applicable foreign agencies or authorities.

15.4 Assignment. Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under the Agreement (including the license rights granted to Customer to the Software) to any third party without the other party's prior written consent, which consent will not be unreasonably withheld or delayed; except that each party shall have the right to assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void.

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

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

15.7 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or when delivery is refused. Either party may change its address by giving notice of the new address to the other party.

15.8 Governing Law and Venue. This Agreement and all Statements of Work will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

15.9 Remedies. Except as provided in Sections 12 and 13, the parties' rights and remedies under the Agreement are cumulative. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of LogRhythm, that any actual or threatened breach of Section 2 will constitute immediate, irreparable harm to LogRhythm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a party to enforce the Agreement, the prevailing party will be entitled to receive

its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

15.10 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.11 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Section 13 will remain in effect notwithstanding the unenforceability of any provision in Section 10.

15.12 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

15.13 Entire Agreement. This Agreement (including all exhibits and attachments) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by Customer to LogRhythm will have no effect.

The duly authorized representatives of LogRhythm and Customer have executed this Agreement as of the date set forth below.

CUSTOMER:

Signature: _____

Printed: _____

Title: _____

Date: _____

LOGRHYTHM, INC.

Signature: _____

Printed: _____

Title: _____

Date: _____

Exhibit A
Support Services

Subject to the terms and conditions of the applicable software license agreement between Customer and LogRhythm (“Agreement”) and this Support Services exhibit (including payment of the applicable fees (“Support Fees”), LogRhythm will provide the Support Services in accordance with the terms and conditions set forth below. LogRhythm will be responsible for providing Support Services only for the most current release and the immediately preceding major release of the Software. LogRhythm may also charge additional license and support fees for third party products and/or additional functionality or features incorporated in a Software upgrade.

1. DEFINITIONS.

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

1.2 “Designated Centers” shall mean the computer hardware, operating system, end user-specific application and geographic location(s) designated pursuant to the Agreement.

1.3 “Designated Users” shall mean the contact person(s) or group(s) designated by Customer and agreed to by LogRhythm who will coordinate all Support Services requests to LogRhythm.

1.4 “Enhanced Support Services” shall mean the optional purchase by Customer of 24/7 support subject to the payment of any required additional fees. Customer must purchase identical Support Services for all installed Software and/or Appliances within a Designated Center and may not select different Support Services options to cover different installations of Software and/or Appliances within a Designated Center. Enhanced Support Services includes four-hour onsite response for Hardware issues after trouble shooting.

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

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

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

1.8 “Supported Environment” shall mean any hardware and operating system platform which LogRhythm supports for use with the Supported Program.

1.9 “Supported Program” shall mean the current version of the Software in use at the Designated Centers, for which Customer has paid the then-current Support Fees.

1.10 “Update” means subsequent minor maintenance releases of the Software (e.g., 3.1 to 3.2) and patches that LogRhythm generally makes available for Software licensees at no additional license fee who purchase Support Services. Updates shall not include any release, option or future product which LogRhythm licenses separately from Support Services for an additional fee.

2. SERVICES PROVIDED.

2.1 First Call. LogRhythm is the first tier of support for the Hardware and Software.

2.2 Telephone Support. LogRhythm will provide telephone support to the Designated Users during the Support Hours. Customers purchasing Enhanced Support Services will be given instructions for receiving Support Services after the end of a Business Day. Telephone support will include the following:

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

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

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

(d) Clarification of the Documentation; and

(e) Guidance in updates of the Supported Program.

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

2.4 Response Times.

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

(b) If Customer has purchased Enhanced Support Services LogRhythm will respond to new support cases received via a telephone call within four (4) hours after receipt.

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

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

Support Tier	Escalation Criteria
1	Initial point of contact & resolution
2	Tier 1 technician unable to make Appliance operational and/or Severity Level = critical
3	Bug Fixes; Complex Deployment Issues; Feature Enhancements

Tier 3 software support is reserved for consultation on development related issues only during business hours.

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

Severity Level		
1	Critical	Issue with usability or operation of Software or Hardware
2	Non-Critical	Issue with data collection infrastructure (Software or Hardware)

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

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

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

2.10 Travel and Other Expenses. Support Services provided hereunder shall be provided at LogRhythm's principal place of business, or at the Designated Centers

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

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

3. SOFTWARE SUPPORT.

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

3.2 Upgrades. Customer will be entitled to major Software release upgrades (e.g. 2.0 to 3.0) at no additional cost while a Support Services contract is in effect. An upgrade to LogRhythm provided Hardware may be required in order to utilize any such Upgrades.

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

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

4. HARDWARE SUPPORT.

4.1 Basic Hardware Services. As part of Support Services, LogRhythm will provide Hardware warranty coverage on servers and their components for a period of three (3) years after delivery.

(a) If Hardware is replaced in whole or in part under a warranty program Customer will be responsible for any Hardware or components not returned as may be required to comply with the warranty. Customer agrees to

pay LogRhythm's reasonable costs associated with any such unreturned Hardware or components.

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

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

(d) Hardware upgrades for enhancements to Software features included in Customers initial Software release will be provided by LogRhythm. Hardware upgrades to support new Software features provided to customer via a Software Upgrade or Update will not be provided by LogRhythm and Customer, at its option, may upgrade the Hardware to utilize such new Software features.

4.2 Enhanced Hardware Services. Hardware that is subject to an Enhanced Support Services agreement will be provided with 24/7 support with 4-hour onsite response, after troubleshooting. Additionally, for a period of five (5) years, Hardware upgrades required to enable a Software Upgrade to function will be provided at no additional cost to Customer.

4.3 Extended Warranty. Customer may elect to purchase a Hardware warranty extension at the end of the Basic Hardware Services warranty period.

4.4 Hardware Upgrade Program. Customer may, at any time, elect to purchase an upgrade to the Hardware in accordance with LogRhythm's then current Hardware Upgrade Program. Alternatively, Customer may elect to purchase an upgrade to the Hardware from an alternate vendor so long as such purchase is in compliance with the Hardware specifications as set by LogRhythm. At no time will Customer be required to pay additional Software license fees to re-license Software in order to affect a Hardware upgrade.

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

5. CUSTOMER RESPONSIBILITIES.

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

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

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

5.4 Access to Personnel and Equipment. Customer shall provide LogRhythm with access to Customer's personnel and, at Customer's discretion, its equipment during Support Hours. LogRhythm will, to the best of its ability, provide Support Services to Customer in accordance with Customer's internal security and/or network access policies. If Customer requests Support Services for an Error that requires remote access and Customer is unable to provide such access, then Customer may elect to pay LogRhythm additional Support Fees and Expenses incurred for onsite Support Services. If Customer does not wish to pay for such onsite Support Services, LogRhythm's obligation to provide any Resolution for the Error shall be excused.

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

5.6 Continuity of Support Services. If Customer desires to reinstate Support Services after a period of time without Support Services (the "Lapse Period") Customer will be required to pay a fee equal to the sum of (i) the fees for one (1) year of Support Services from the date of reinstatement; (ii) the fees for the Support Services for the Lapse Period; and (iii) late fees on the Lapse Period Support Service fees.

