

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 and incorporated (“Customer”) under which Customer may license the software and purchase the hardware specified on the Order and other purchase 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. All Documentation is provided in English.

1.3 “Delivery Date” means the date of delivery of the Appliance or the Software only, as applicable.

1.4 “Effective Date” means the date the Order was signed.

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

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

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

2. SOFTWARE LICENSE GRANT AND OTHER RIGHTS.

2.1 Software License Grant. Subject to the terms and conditions of this Agreement, LogRhythm grants to Customer a perpetual, non-exclusive, non-transferable license to use the Software, solely for internal business purposes in accordance with the Documentation and the limitations set forth in this Agreement. If Customer has purchased an Appliance, then the Software may only be used on the Hardware on which the Software has been installed. If Customer licenses the Software for use in a virtual environment each virtual instance requires its own Software license. Customer may make a copy the Software as necessary for back up and disaster recovery purposes.

2.2 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 2.1.

2.3 License Keys. Customer acknowledges that the Software uses a license key mechanism and that use of the Software on a perpetual basis (as opposed to a temporary basis for evaluation purposes) requires authorized and valid license keys (“License Keys”) that must be installed by Customer. Customer 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 5.6, 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.

2.4 System Files. All system files, including SQL Server database files and transaction logs, used by an Appliance must reside on either the Appliance or an external storage device purchased from LogRhythm (“Supported Equipment”). If Customer moves the systems files to any equipment not purchased from LogRhythm then (a) this Agreement, including the license to the Software granted in Section 2.1, shall automatically terminate and (b) LogRhythm’s Support Services obligations to Customer shall automatically terminate. Customer will not be entitled to a refund for any fees paid to LogRhythm for such terminations. Notwithstanding the foregoing, system files do not include LogRhythm archive files.

3. DELIVERY, INSPECTION AND INSTALLATION.

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

(a) Delivery. LogRhythm will ship the Hardware, pay the freight and add the shipping costs to Customer’s invoice. Title to Hardware (but not to any Software incorporated or embedded therein, which is licensed hereunder and not sold to Customer) and risk of loss and damage shall pass to Customer upon delivery to a common carrier at LogRhythm’s shipment location. LogRhythm shall use reasonable commercial efforts to meet the delivery schedule set forth in an Order, if any. All Hardware shall be delivered to Customer at Customer’s address set forth on an Order and may be delivered in lots determined by LogRhythm. Subject to the limited warranty set forth in Section 6.1 below, all delivered Appliances shall be deemed accepted by Customer upon delivery.

(b) Inspection. Customer will have five (5) days after receipt of Appliance (the “Return Period”) to notify LogRhythm in writing of any discrepancies in the shipment. In all cases under this Agreement, LogRhythm will only accept returns from Customer of Appliance that are “dead on arrival” (nonfunctional when delivered), returned with a Return Material Authorization (“RMA”) number issued by LogRhythm, and accompanied by a notice specifying the pertinent discrepancy. No returns will be accepted after the Return Period, except as provided for under Section 6.1.

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

3.3 License of Software Only. If Customer is licensing the Software and not purchasing Hardware, then this Section 3.2 will govern the delivery of Software. If Customer has not already obtained a copy of the Software prior to the Effective Date, LogRhythm will ship to Customer the Software and Documentation and/or provide Customer a support account from which Customer can download the Software and Documentation in accordance with LogRhythm's reasonable instructions. Customer is responsible for configuring customer-provided hardware or virtual environment in accordance with the configuration parameters as noted in the Documentation. Improper hardware or virtual environment configuration may prevent the Software from operating properly and any such non-standard configuration may not be supported by LogRhythm.

3.4 Software Delivery. Without limiting the warranties in Section 6.1 below, the Software will be deemed delivered the day the License Key is provided to Customer. Unless otherwise mutually agreed to in writing, Customer is responsible for installing the Software and License Keys in accordance with the Documentation.

4. MAINTENANCE; DEPLOYMENT; TRAINING.

4.1 Maintenance. Customer agrees to procure LogRhythm's technical support and Software maintenance described in Exhibit A attached to this Agreement and incorporated herein ("Support Services") for an initial support services term of one (1) year after the Effective Date. Support Services shall renew automatically for additional one (1) years terms unless Customer elects to terminate Support Services by providing LogRhythm with at least thirty (30) days written notice prior to the end of the applicable annual Support Services term. Upon termination of Support Services Customer may continue to use the Software without the benefits provided under the Support Services Exhibit. LogRhythm may increase Support Services Fees after the applicable annual Support Services term based on the percentage increase in the Consumer Price Index – All Urban Consumers during the prior twelve month. Subject to the terms and conditions of this Agreement and Exhibit A (including payment of the applicable fees ("Support Fees")), LogRhythm will provide the Support Services in accordance with the terms and conditions set forth in Exhibit A.

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

4.3 Training. Subject to payment of any training fees ("Training Fees"), Customer may obtain training services from LogRhythm in accordance with the applicable Order.

5. FEES AND PAYMENT.

5.1 Fees. Customer will pay LogRhythm the applicable Appliance price ("Appliance Fee") or Software license fees ("License Fees" and collectively, "Fees") as set forth in and in accordance with the applicable Order. If at any time during the Term, Customer desires to increase the number of licenses that have been previously granted to Customer, then Customer shall pay to LogRhythm the applicable additional License Fees and

Support Services Fees as set forth in the applicable Order. All Fees are non-refundable unless otherwise expressly stated herein.

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

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

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

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

5.6 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.

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

5.8 Audit Rights. LogRhythm will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by LogRhythm audit Customer's records relating to Customer's activities pursuant to this Agreement in order to verify that Customer has complied with the terms of this Agreement. The audit will be conducted at LogRhythm's expense, unless the audit reveals that Customer has underpaid the amounts owed to LogRhythm by five percent (5%) or more in any quarter, in which case Customer will reimburse LogRhythm for all reasonable costs and expenses incurred by LogRhythm in connection with such audit. Customer will promptly pay to LogRhythm any amounts owed plus interest as provided in Section 5.6. Such audits will be conducted no more than once in any period of twelve (12) consecutive months.

6. WARRANTY; DISCLAIMER.

6.1 Software Warranty. For a period of ninety (90) days after the Effective Date (the "Software Warranty Period"), LogRhythm warrants that the Software, when used in accordance with the instructions in the Documentation, will operate as described in the Documentation in all material respects. LogRhythm does not warrant 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 all License Fees and Support Service Fees actually paid for the defective Software, in which case this Agreement and Customer's right to use the Software will terminate.

6.2 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.

6.3 Disclaimers. THE EXPRESS WARRANTIES IN SECTION 6.1 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, HARDWARE AND SUPPORT SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WHICH ARE HEREBY DISCLAIMED. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 6.1, THE SOFTWARE AND HARDWARE ARE PROVIDED "AS IS" WITH ALL FAULTS.

7. INFRINGEMENT CLAIMS.

7.1 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) reasonably cooperating and, at LogRhythm's request and expense, assisting in such defense.

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

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

7.3 Exclusions. Notwithstanding the foregoing, LogRhythm will have no obligation under this Section 7 or otherwise with respect to any infringement claim based upon (a) any use of the Software not in accordance with this Agreement or the Documentation, (b) any use of the Software in combination with other products, hardware, equipment, software, or data not authorized by LogRhythm to be used with the Software, (c) any use of any release of the Software other than the most current release made available to Customer, or (d) any modification of the Software by any person other than LogRhythm or its authorized agents or subcontractors. SECTION 7 STATES LOGRHYTHM'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA 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 9 OR ANY INDEMNITY OBLIGATIONS IN SECTION 7.

9. CONFIDENTIALITY.

9.1 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.

9.2 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.

9.3 Exceptions. Recipient's obligations under Section 9.2 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.

9.4 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 9.4.

10. TERM AND TERMINATION

10.1 Term. The term of the Agreement will begin on the Effective Date and will continue until terminated as provided in Section 10.2 (the "Term").

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

10.3 Effects of Termination. Upon termination of this Agreement for any reason, any amounts owed to LogRhythm under this Agreement before such termination will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers, and return to LogRhythm or destroy all copies of the Software, Documentation and other LogRhythm Information in Customer's possession or control. Sections 1, 2.2, 5, 6.3, 7, 8, 9, 10.3 and 11 together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

11. GENERAL

11.1 Proprietary Rights. The Software and Documentation, and all worldwide Intellectual Property Rights

therein, are the exclusive property of LogRhythm and its licensors. All rights in and to the Software not expressly granted to Customer in this Agreement are reserved by LogRhythm and its licensors. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of LogRhythm or its licensors on the Software or the Documentation.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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

11.8 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.

11.9 Remedies. Except as provided in Sections 7 and 8, the parties' rights and remedies under the Agreement are cumulative. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of LogRhythm, that any actual or threatened breach of Section 2 will constitute immediate, irreparable harm to LogRhythm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a party to enforce the Agreement, the prevailing party will be entitled to receive its reasonable attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

11.10 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.

11.11 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 8 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

11.12 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."

11.13 Entire Agreement. This Agreement (including the Order confirmation and 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.

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. Customer must purchase identical Support Services for all installed Software and/or Appliances within a Designated Deployment (defined below) and may not select different Support Services options to cover different installations of Software and/or Appliances across deployments within a Designated Deployment. LogRhythm will be responsible for providing Support Services only for the most current release and the immediately preceding major release of the Software. End-of-Life Support for third party optional software components are in accordance with the End-of-Life policy for each such component as announced. LogRhythm reserves the right to modify its Support Services offering at any time, by providing notice to its Customers, provided such Support Services modification will not be less than what is stated in this Support Services Exhibit.

1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

1.10 “Upgrade” means subsequent major releases of the Software (e.g. 2.0 to 3.0) 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.

2. SERVICES PROVIDED.

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

2.2 Telephone Support. LogRhythm will provide telephone support to the designated users during the Support Hours. Customer understands and acknowledges that Support Services are provided in English. Customers purchasing

Enhanced Support Services will be given instructions for receiving Support Services after the end of a Business Day. Telephone support will include the following:

- (a) Assistance in identifying and verifying the causes of suspected Errors in the Supported Program;
- (b) Advice on bypassing identified Errors in the Supported Program, if reasonably possible;
- (c) Assistance in troubleshooting and identifying Hardware-related problems;
- (d) Clarification of the Documentation; and
- (e) Guidance in updates of the Supported Program.

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

2.4 Response Times.

(a) LogRhythm will respond to new support cases whether received via a telephone call or email within (i) four (4) Support Hours after receipt if received during a Business Day or (ii) by 12:00 p.m. 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 as outlined below:

(a) **Tiered Support Definitions:** Support requests will be answered and/or escalated based on the following generalized criteria. The Tier I support engineer will be the first contact and will determine escalation if an issue is

not solved within 1 hour. Additional escalation will be issue specific and will remain within current contractual guidelines:

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

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

(b) Support Ticket Escalation:

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

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

(c) Ticket Severity:

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

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

2.8 Qualified Support Cases. Qualified support cases are limited to questions that cannot be easily answered by referring to LogRhythm product documentation or information made available on the LogRhythm support site. Qualified support cases also include reporting any abnormal functioning of LogRhythm software. Qualified support cases do not include

questions pertaining to the normal deployment, configuration, and operation of LogRhythm products as described in LogRhythm product documentation.

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

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

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

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

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

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

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

(b) Modification, alteration, or any other changes to the Hardware may violate and/or void the Hardware warranty and/or Support Services agreement. In no instances should 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.

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

4.4 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 the defective Hardware to LogRhythm. If Customer fails to return the defective Hardware to LogRhythm, Customer will be invoiced for the cost of defective Hardware. If the replacement of a complete Appliance is required, the replacement Appliance will be shipped fully configured for Customer's use unless an

alternative course of action is mutually agreed upon by LogRhythm and Customer.

5. CUSTOMER RESPONSIBILITIES.

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

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

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

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 the subsequent one (1) year of Support Services from the date of reinstatement; (ii) the fees for the Support Services for the Lapse Period; and (iii) recertification fee on the Lapse Period Support Service fees.

Exhibit B

LogRhythm Professional Services Attachment

Subject to the terms and conditions of the applicable software license agreement between Customer and LogRhythm to which this Exhibit B is attached and incorporated therein ("Agreement") and this Professional Services Attachment (including payment of the applicable fees, LogRhythm will 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 Attachment ("PSA"). At the start of the deployment planning, Customer and LogRhythm will develop a mutually agreed upon deployment plan that will be detailed in one or more Statements of Work ("SOW") (the "Services"). Deployment Services include but are not limited to the process of configuring the Software and/or Appliance and deploying in Customer's environment.

2. Assumptions and Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. 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.

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

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

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

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

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

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

(ii) If the LogRhythm Project Lead determines that the requested change does impact the pricing or scheduling projections of the SOW, the terms of Section 4.3 will apply.

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

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

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

5. Fee Description and Payment

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

5.2 Payments. Professional Services Fees, as described in Section 5.1 above, will be billed upon acceptance of Customer's Order. Customer will pay invoices within thirty (30) days after the date of LogRhythm's invoice. Travel and Expense (T&E), if any, will be invoiced in the amount incurred and allowable under LogRhythm's travel expense policies.

6. 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 license to any patents, trade secrets, trademarks or copyrights is deemed to be granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in the Agreement. Rights associated with any joint development projects will be subject to future discussion and under a separate agreement with terms to be mutually agreed upon by both parties.

7. Constructive changes. LogRhythm and Customer agree that: (a) Customer has knowledge of and control over the conditions and constraints of Customer's facilities, and IT environment; and administers how the services on Customer's IT infrastructure are performed; (b) LogRhythm may undertake a course of action under this engagement which was unforeseen at the time the PSA was executed but is necessary, arises from a latent or unusual condition, is at the direction of the Customer, or results from an act of omission of the Customer and, by changing LogRhythm's manner, method, or scope of work, increases LogRhythm's cost or schedule to perform; (c) should LogRhythm's cost or schedule to perform so increase, LogRhythm will have the right to an equitable adjustment to the price, schedule, and/or terms of the PSA for such changes even if these changes have not been submitted through the Project Change Process set forth in Section 4.

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 SUPERCEDES ANY AND ALL OTHER AGREEMENTS

BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. ANY CHANGES TO THE TERMS STATED HEREIN IN ANY OTHER WRITING MUST BE MUTUALLY AGREED UPON AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

**Attachment A
LogRhythm Change Request Form**

Customer Name **Request Originator [LogRhythm / Customer]**

Change Request Number **Change Submittal Date**

Cost/Price Impact: _____

Schedule Impact: _____

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

Description of SOW Change

(Attach additional pages as necessary)

Change Request Approval

Approval of this Change Request, as written, is affirmed by the signatures of the duly authorized representatives of the parties below:
CUSTOMER **LOGRHYTHM, INC.**

Customer Name Signature **Date** **LogRhythm Signature** **Date**

Customer Title (Print) **LogRhythm Title (Print)**

Customer Contact Phone Number **LogRhythm Project Lead Phone Number**

For Internal use only:	P.O. Required?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	P.O. Received?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
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