

**SCHEDULE D**  
**THE AMERICA'S TERMS AND CONDITIONS**

**1. DEFINITIONS.**

**1.1 "Affiliate"** means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

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

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

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

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

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

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

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

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

**1.10 "Error"** means a reproducible defect in a Product, which causes the Product not to operate substantially in accordance with the Documentation.

**1.11 "Hardware"** means the hardware supplied from LogRhythm as set forth on an Order.

**1.12 "Intellectual Property Rights"** means all intellectual and industrial property rights throughout the world, including but not limited to copyright and related rights, trademarks, service marks, rights to preserve the confidentiality of information (including know-how and trade secrets), trade names, domain names, rights in get-up, goodwill and right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, patents, patent applications, moral rights, contract rights and other intellectual proprietary rights, including all applications for (and right to apply for and be granted) renewals or

extensions of, and right to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, or in any party of the world.

**1.13 "License Subscription"** means a term license to Software, the duration of which is specified in the applicable Order.

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

**1.15 "Product"** means the Software, Hardware, and/or Appliances.

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

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

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

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

**2.1 Software License Grant.** Subject to the terms and conditions of this Agreement and payment by Customer of all license fees due for the Software, LogRhythm grants to Customer a non-exclusive, non-transferable (except as set forth in Section 12.3) license to use the Software, solely for internal business purposes in accordance with the Documentation and any limitations set forth in this Agreement or the Order. The duration of the license is perpetual subject to termination under the terms of this Agreement, unless a License Subscription term is specified in the applicable Order, in which case the term of the license will be the License Subscription term. Customer may permit its Affiliates to use the Software on behalf of Customer and such Affiliates; provided that Customer shall be fully responsible for any such Affiliates' compliance with this Agreement and any breach of this Agreement by a Customer Affiliate shall be deemed to be a breach by Customer. If Customer has purchased an Appliance, the Software may only be used on the Hardware with which the Software is delivered. If Customer licenses the Software for use in a virtual environment each virtual instance requires its own Software license. Customer may make a copy of the Software solely as necessary for backup and disaster recovery purposes.

**2.2 Enterprise Software Licenses.** If an Order specifies an enterprise license for specified Software ("Enterprise Software"), then in addition to the license grant in Section 2.1, Customer may install unlimited

instances of the Enterprise Software identified on the Order provided Customer does not exceed the processing limitations specified on the Order. Customer will provide to LogRhythm by the 5th calendar day of each month, a report that contains the aggregate MPS volume for all of Customer's Software deployments, identifying the highest MPS volume processed per day during the reporting period.

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

#### **2.4 CLOUD SERVICES.**

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

**(b) Protection of Customer Data.** LogRhythm will maintain administrative, physical, and technical safeguards for protection of the confidentiality, integrity, availability and security of Customer Data and LogRhythm will maintain a security program that is reasonably designed to (i) ensure the confidentiality, integrity, and availability of Customer Data; (ii) comply with current industry standards and all applicable laws; (iii) protect against threats or hazards to the security or integrity of such information; (iv) protect against misuse of Customer Data; and (v) ensure compliance with this Section 2.4 by its workforce. LogRhythm's security program will include, without limitation, those safeguards described in LogRhythm's SOC II Type II Report, the LogRhythm Cloud Service Security Description at <https://logrhythm.com/pdfs/terms-and-conditions/CloudAI-Security-Overview.pdf>, and compliance with the confidentiality provisions in Section 10.

#### **2.5 Restrictions on Use.**

**(a) By Customer.** Except as expressly permitted by this Agreement, Customer shall not: (a) modify, adapt, alter, translate, or create derivative works from the Software, Cloud Services or

Documentation; (b) rent, lease, loan, sublicense, distribute, sell or otherwise transfer the Software, Cloud Services or Documentation to any third party; (c) use the Software or Cloud Services in a service bureau or time sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or Cloud Services; (e) otherwise use or copy the Software, Cloud Services or Documentation except as expressly permitted in this Agreement; or (f) disclose to any third party the results of any benchmark tests or other evaluation of the Software or Cloud Services. If Customer will utilize the Cloud Services for any purpose other than the detection, mitigation, containment and eradication of cyberthreats, Customer is responsible for notice to, and obtain consents from, individuals as required by applicable law.

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

#### **3. EVALUATION PRODUCTS.**

**3.1 Evaluation License Grant.** Notwithstanding Section 2 of this Agreement, if Customer is provided with evaluation Products or Cloud Services, then the term of use for evaluation will be limited to the free trial period specified in the Order or as otherwise determined by LogRhythm (the "Evaluation Period"). During the Evaluation Period, LogRhythm grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the evaluation Products or access and use the evaluation Cloud Service; (a) for internal use in a non-production capacity; and (b) to test and evaluate the Software or Cloud Service to assist Customer in its purchase decision. Any evaluation Hardware provided to Customer shall remain the property of LogRhythm. Upon the expiration of the Evaluation Period, the license or right of use granted to Customer will terminate and, within five (5) days after such termination, Customer will, at its own expense, uninstall all copies of the evaluation Software, and return the evaluation Hardware, if applicable, to LogRhythm.

#### **4. DELIVERY, INSPECTION.**

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

**(a) Delivery.** LogRhythm shall ship the Hardware or Appliance, pay the freight and add the

shipping costs to Customer's invoice. Title to purchased Hardware or Appliances (but not to any Software incorporated or embedded therein, which is licensed hereunder and not sold to Customer) and risk of loss and damage shall pass to Customer when the Hardware or Appliance is put into the possession of the carrier at LogRhythm's shipment location. LogRhythm shall use reasonable commercial efforts to meet the delivery schedule set forth in an Order, if any. All Hardware and Appliances shall be delivered to Customer at Customer's address set forth on an Order and may be delivered in lots determined by LogRhythm.

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

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

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

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

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

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

**5.1 Support Services.** The initial Support Services term for perpetual Software licenses is one (1) year beginning on the Effective Date unless otherwise specified in the Order ("Initial Term"). Thereafter, Support Services shall renew automatically for additional one (1) year terms unless Customer elects to terminate Support Services by providing LogRhythm with written notice of its intent not to renew Support Services at least thirty (30) days prior to the end of the applicable annual Support Services term. Upon termination of such Support Services Customer may continue to use the Software in accordance with this Agreement without the benefits provided under Exhibit A (Support Services). Support Services Fees for the Initial Term are set forth in the applicable Order and are invoiced on the Effective Date. LogRhythm may increase Support Services Fees for a Support Services renewal term based on the percentage increase in the Consumer Price Index – All Urban Consumers (as published by the US Bureau of Labor Statistics) during the prior twelve months. The Support Services term for License Subscriptions and Cloud Services Subscriptions is concurrent with the applicable subscription term.

**5.2 Professional Services.** Subject to payment of the professional service fees ("Professional Service Fees") set forth in an Order, LogRhythm shall provide to Customer the professional services specified in the Order and in accordance with Exhibit B attached to this Agreement and incorporated herein ("Professional Services"). Customer must use any contracted Professional Services within one year of the Effective Date. Unless otherwise expressly stated in an Order, Customer shall pay all LogRhythm's reasonable travel, meals and lodging costs and expenses incurred by LogRhythm in connection with the provision of all

services by LogRhythm at Customer's facilities under this Agreement. Upon Customer's request, LogRhythm shall submit written evidence of each such expenditure to Customer prior to receiving reimbursement of such costs and expenses.

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

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

**6.1 Payment.** Customer shall pay LogRhythm the applicable fees specified in the Order. Unless otherwise expressly provided in this Agreement, LogRhythm shall invoice Customer on the Effective Date and Customer shall pay all invoices within thirty (30) days from the date of the invoice. Fees exclude, and Customer shall make all payments of fees to LogRhythm free and clear of, all applicable sales, use, and other taxes (excluding taxes based on LogRhythm's income) and all applicable export and import fees, customs duties and similar charges. If LogRhythm has a legal obligation to pay or collect taxes for which Customer is responsible under the Agreement, then the appropriate amount shall be invoiced to and paid by Customer, unless Customer specifies in the applicable Order that it claims tax exempt status for amounts due under the Agreement and provides LogRhythm a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable LogRhythm invoice. LogRhythm may charge interest on all late payments at a rate of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law; whichever is less, from the due date until paid. All fees are non-refundable unless otherwise expressly stated herein. If Customer purchases product or services through an Authorized Reseller, price and payment terms are between Customer and the Authorized Reseller.

**6.2 Audit Rights.** LogRhythm shall have the right, during normal business hours and upon at least fifteen (15) days' prior written notice, to audit or to appoint an independent audit firm selected by LogRhythm to audit Customer's records relating to Customer's activities pursuant to this Agreement to verify that Customer has complied with the terms of this Agreement. The audit shall be conducted at LogRhythm's expense, unless the audit reveals that Customer has underpaid the amounts owed to LogRhythm by five percent (5%) or more, in which case Customer shall reimburse LogRhythm for all reasonable costs and expenses

incurred by LogRhythm in connection with such audit. Customer shall promptly pay to LogRhythm any amounts owed plus interest as provided in Section 6.1. Such audits shall be conducted no more than once in any period of twelve (12) consecutive months.

## **7. WARRANTY.**

**7.1 Product Warranty.** For a period of ninety (90) days after the Effective Date (the "Warranty Period"), LogRhythm warrants that the Products, when used in accordance with the instructions in the applicable Documentation, will operate as described in the Documentation in all material respects. LogRhythm does not warrant that Customer's use of the Products 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 Products or replace any defective Product provided that such Error is reported to LogRhythm by Customer in writing during the Warranty Period and that Customer provides all information that may be necessary to assist LogRhythm in resolving the Error, or sufficient information to enable LogRhythm to recreate the Error. If LogRhythm determines that it is unable to correct the Error or replace the Product, Customer may terminate this Agreement and LogRhythm shall refund to Customer all Product and Support Service fees actually paid for the defective Product, in which case Customer's right to use the Product shall terminate

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

**7.3 Disclaimers.** THE EXPRESS WARRANTIES IN SECTIONS 7.1 AND 7.2 ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS AND CLOUD SERVICES. LOGRHYTHM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS AND CLOUD SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, 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 SECTIONS 7.1 AND 7.2,

THE PRODUCTS AND CLOUD SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS.

**7.4 HIGH RISK USE.** CUSTOMER SHALL NOT USE THE PRODUCTS OR CLOUD SERVICES WITH OR IN ANY APPLICATION OR SITUATION WHERE A FAILURE COULD LEAD TO DEATH OR SERIOUS BODILY INJURY OF ANY PERSON, OR TO SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). LOGRHYTHM AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES, AND LOGRHYTHM AND ITS LICENSORS SHALL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE PRODUCTS OR CLOUD SERVICES.

## **8. INFRINGEMENT CLAIMS.**

**8.1 Indemnity.** LogRhythm shall defend Customer, at LogRhythm's expense, against any claim, demand, suit, or proceeding brought against Customer by a third party alleging that a Product or Cloud Service infringes or misappropriates such third party's Intellectual Property Rights (each, a "Claim"), and LogRhythm will indemnify Customer from any damages, attorney's fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by LogRhythm in writing of, a Claim against Customer provided that Customer: (a) notifies LogRhythm promptly in writing of the Claim, (b) does not make any admission of liability, agreement or compromise in relation to any Claim without the prior written consent of LogRhythm (such consent not to be unreasonably conditioned, delayed or withheld) (c) gives LogRhythm sole control of the defense thereof and any related settlement negotiations, (d) reasonably cooperates and, at LogRhythm's request and expense, assisting in such defense; and (e) wherever and whenever possible takes all reasonable steps to mitigate its losses that are the subject of the Claim.

**8.2 Injunction.** If a Product or Cloud Service becomes, or in LogRhythm's opinion is likely to become, the subject of an infringement claim, LogRhythm may, at LogRhythm's discretion and at no cost to Customer: (a) procure for Customer the right to continue using the Product or Cloud Service, (b) replace or modify the Product or Cloud Service so that it becomes non-infringing and remains functionally equivalent; or (c) if in LogRhythm's reasonable opinion, neither option (a) or (b) is commercially viable, notify Customer in writing that this Agreement will terminate on the date specified in the notice of termination issued by LogRhythm to Customer. If the Agreement is terminated under this Section 8.2: (a) for Product, LogRhythm will refund Customer the fees paid for such Product upon return of the Product, computed

according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date; and (b) for Cloud Services, Customer shall be entitled to a refund pursuant to Section 11.3; and Customer will be entitled to terminate any Support Services related to such Product or Cloud Service and if Customer elects to do so, those Support Services will terminate on the date specified in the notice of termination issued by Customer to LogRhythm and LogRhythm will refund to Customer the unexpired portion of the Support Services Fees.

**8.3 Exclusions.** Notwithstanding the foregoing, LogRhythm shall have no obligation under this Section 8.3 or otherwise with respect to any Claim to the extent based on (a) any use of the Product or Cloud Service not in accordance with this Agreement or the Documentation, (b) any use of the Product or Cloud Service in combination with other products, hardware, equipment, or software not provided by LogRhythm if the Product, Cloud Service or use thereof would not infringe without such combination, (c) use of any release of the Software other than the most current release made available to Customer; provided that LogRhythm notified Customer that any Update to the Software could avoid infringement and further provided that LogRhythm will provide indemnity for use up to the date of such notification, or (d) any modification of the Software or Cloud Service by any person other than LogRhythm or its authorized agents or subcontractors. This Section 8 states LogRhythm's entire liability and Customer's exclusive remedy for infringement claims and actions.

**9. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TOTAL CUMULATIVE LIABILITY OF LOGRHYTHM AND ITS THIRD PARTY SUPPLIERS IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, CLOUD SERVICES AND ANY RELATED SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO LOGRHYTHM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO BREACH OF SECTIONS 2.1, 2.2., 2.3 OR 10 OR ANY INDEMNITY OBLIGATIONS IN SECTION 8.1.

## 10. CONFIDENTIALITY.

**10.1 Confidential Information.** For purposes of this Section 10, ("Information") means information that is disclosed by a party ("Discloser") to the other party ("Recipient"), or which Recipient has access to in connection with this Agreement, and that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. Information includes, without limitation, information of or relating to the Discloser's present or future products, know-how, formulas, designs, processes, ideas, inventions and other technical, business and financial plans, processing information, pricing information, specifications, research and development information, customer lists, the identity of any customers or suppliers, forecasts and any other information relating to any work in process, future development, marketing plans, strategies, financial matters, personnel matters, investors or business operations of the Discloser, as well as the terms of this Agreement.

**10.2 Protection of Information.** Recipient shall not use any Information of Discloser for any purpose not expressly permitted by the Agreement, and shall disclose the Information of Discloser only to the employees or contractors of Recipient who have a need to know such Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient shall protect Discloser's Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

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

**10.4 Exceptions.** Recipient's obligations under Section 10.2 with respect to any Information of Discloser shall terminate if such information: (a) was

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

**10.5 Return of Information.** Except as otherwise expressly provided in this Agreement, Recipient shall return to Discloser or destroy all Information of Discloser in Recipient's possession or control and permanently erase all electronic copies of such Information promptly upon the written request of Discloser. Recipient shall certify in writing signed by an officer of Recipient that it has fully complied with its obligations under this Section 10.5.

## 11. TERM AND TERMINATION.

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

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

**11.3 Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 11.2 (Termination), LogRhythm will refund Customer: (i) any prepaid, unused fees for services; and (ii) prepaid fees for Cloud Services covering the remainder of the Cloud Services Subscription term after the effective date of termination. If this Agreement is terminated by LogRhythm in accordance with Section 11.2, Customer will pay any unpaid fees covering the remainder of the applicable term of all Orders. In no event will termination relieve Customer of its obligation to pay any fees payable to LogRhythm prior to the effective date of termination.

**11.4 Effects of Termination.** Upon termination of this Agreement: (i) all license and use rights granted in this Agreement shall immediately terminate and Customer will lose access to the applicable Cloud Service; and (ii) Customer must promptly discontinue

all use of the Software, erase all copies of the Software from Customer's computers, return to LogRhythm and destroy all copies of the Software, Documentation and other LogRhythm Information in Customer's possession or control. Sections **Error! Reference source not found.**, 2.4(b), 6, 7.3, 8, 9, 10, 11 and 12 together with any accrued payment obligations, shall survive expiration or termination of the Agreement for any reason, together with any accrued payment obligations and any other sections of this Agreement which expressly or by their nature survive expiry or termination.

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

## **12. GENERAL.**

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

**12.2 Compliance with Laws.** Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement, including all applicable export and import control laws and regulations in its use of the Products and Cloud Services and, in particular, neither party shall export or re-export Products without all required government licenses and each party agrees to comply with the export laws, restrictions, national security controls and regulations of all the applicable foreign agencies or authorities. Customer shall not export, reexport, or transfer, directly or indirectly, any information, process, product, technology, funds or services to countries or territories specified as prohibited destinations under U.S. trade controls laws, including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region or as otherwise prohibited by U.S. trade control laws,

including the economic sanctions and export control laws and regulations administered by the U.S. Department of Commerce, U.S. Department of the Treasury, and U.S. Department of State.

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

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

**12.5 License Metrics.** If Customer's Product or Cloud Service is licensed by messages per second ("MPS") as specified in the Order, the MPS use limitation of the license refers to a rolling 24-hour average of messages per second received by the Software whereby "message" means each individual log or system event received by the Product or Cloud Service including without limitation flat file, SNMP, SMTP, netflow (j flow and S flow), syslog or other event or system record. For Enterprise Software licenses, (i) Customer may exceed the MPS limitation by up to 10% without additional charge, and (ii) Customer will not be charged for a one-time anomalous event that causes a spike in MPS usage above the specified MPS limitation. If Customer's Product or Cloud Service is licensed by network bandwidth (specified in the Order as a bandwidth or bandwidth per second such as 1GB or 1GB/second), the network bandwidth use limitation refers to a rolling 15-minute average of network bandwidth usage per second. For a license or right of use based on "Identity", an Identity is a unique person or service account. A person-based Identity may have multiple identifiers such as user accounts, email addresses, and phone numbers. A service account is a user account that is created explicitly to provide an authentication context for a computer or set of computers and/or services running on that computer. An Identity license is required for each unique person-based Identity and each unique service account.

**12.6 U.S. Government End Users.** If Customer is a branch or agency of the United States Government,

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

**12.7 Notices.** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and delivered by one of the following methods: (a) personal delivery; (b) registered or certified mail, in each case, return receipt requested and postage prepaid; or (c) nationally recognized overnight courier specifying next day delivery and notification of receipt. Operational approvals and consents required under this Agreement may be delivered by e-mail. A notice meeting all requirements of this Section 12.7 will be deemed effectively received: (i) upon personal delivery to the party to be notified; (ii) three (3) business days after having been sent by registered or certified mail; (iii) one business day after deposit with a nationally recognized overnight courier; or (iv) on the date on which such notice is delivered by e-mail transmission. A party shall deliver notices to the address, e-mail address number set forth on the applicable Order or to such other address, e-mail address or facsimile number as a party may designate by ten (10) days' advance written notice to the other parties.

**12.8 Governing Law.** The laws of the State of Colorado shall govern this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The U.N. Convention for the International Sale of Goods is expressly excluded from, and does not apply to, this Agreement.

**12.9 Venue.** Any party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement, including, without limitation, to interpret or enforce any provision of this Agreement, shall bring the legal action or proceeding only in the state or federal courts located in Denver, Colorado. Each party consents and submits to the exclusive jurisdiction and venue of those courts for all legal actions and proceedings arising out of or relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by applicable law, (a) any objection that party may have to the laying of venue of any such proceeding or legal action brought in those courts and (b) any defense of inconvenient forum for the maintenance of a proceeding or legal action brought in those courts. Each of the parties consents to

process being served by any party to this Agreement in any action or legal proceeding by the delivery of a copy thereof in accordance with the notice provisions in this Agreement.

**12.10 Remedies.** Except as provided in in this Agreement, the parties' rights and remedies under the Agreement are cumulative. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of LogRhythm, that any actual or threatened breach of Sections 2 or 10 by Customer will constitute immediate, irreparable harm to LogRhythm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. In any action or other proceeding brought under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, and the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs, and expenses, in each of the foregoing cases, that are incurred in connection with such action, arbitration, or proceeding.

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

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

use as embedded or integrated with the Product or Cloud Service.

**12.13 Severability.** If a provision of this Agreement is unenforceable, invalid, or illegal, then the intent of the parties is that (a) the validity, legality, and enforceability of the remaining provisions of the Agreement are not affected or impacted in any way and the remainder of this Agreement is enforceable between the parties, and (b) the unenforceable, invalid, or illegal provision will be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law.

**12.14 Construction.** The headings of sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

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

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

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

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

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

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

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

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

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

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

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

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

**1.10 “Upgrade”** means subsequent major releases of the Software that LogRhythm generally makes available for Software licensees at no additional license fee to Customers provided the customers are under a current Support Services Agreement with LogRhythm. Upgrades shall not

include any option or future product which LogRhythm licenses separately from Support Services for an additional fee.

**2. SERVICES PROVIDED.**

**2.1 Technical Support.** LogRhythm shall provide technical support to the designated users during the Business Day. Support Services are provided in English and shall be provided remotely at LogRhythm’s principal place of business unless mutually agreed to by the parties. A Support Case response shall include the following:

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

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

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

(d) Clarification of the Documentation; and

(e) Guidance regarding Updates and Upgrades.

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

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

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

<i>Critical</i> – System has crashed or is in a “hung” state, or displays a fatal error - resulting in data loss or corruption.
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<i>High</i> – System is severely degraded such that a major component or feature is inaccessible or inoperable.
<i>Medium</i> – A System component or feature is degraded.
<i>Low</i> – System is functional with a minor defect or Customer has general question or is requesting configuration change information.

**2.4 Support Cases.** Each Support Case will be assigned a case number. Customer must provide the number when providing communications to LogRhythm regarding the Support Case. LogRhythm will request Customer to verify the issue is resolved before closing a Support Case. Support Cases may also be closed after an extended period of time of inactivity on the part of Customer and can be re-opened upon request.

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

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

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

**3.2 Upgrades.** Customer shall be entitled to Upgrades for the Support Programs at no additional cost while a Support Services contract is in effect. It may be necessary for Customer to upgrade the LogRhythm provided Hardware in order to utilize any such Upgrades.

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

**3.4 Version Support,** LogRhythm shall be responsible for providing Support Services for at least the most current Maintenance Release and the

immediately preceding Maintenance Release of the Software. End-of-Life Support for third party optional software components are in accordance with the End-of-Life policy for each such component as announced. LogRhythm reserves the right to modify its Support Services offering at any time, by providing notice to its customers, which may include notice via publication on LogRhythm’s Support Services portal, provided that such Support Services modifications shall not take effect until the commencement of the next Support Services renewal term as described in Section 5.1 of the Agreement.

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

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

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

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

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

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

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

through the support life cycle of the applicable Software and Hardware.

**4.2 Pre-Replacement of Defective Hardware.**

Replacements for defective Hardware provided to Customer under this Agreement are sent on a pre-replacement basis when possible. Customer shall have ten (10) business days to return the defective Hardware to LogRhythm. If Customer fails to return the defective Hardware to LogRhythm, Customer shall be invoiced for the cost of the replacement Hardware. If the replacement of a complete Appliance is required, the replacement Appliance shall be shipped with Software unless an alternative course of action is mutually agreed upon by LogRhythm and Customer.

**5. CUSTOMER RESPONSIBILITIES.**

**5.1 Supervision and Management.**

Customer is responsible for undertaking the proper supervision, control and management of its use of the Supported Programs, including, but not limited to: (a) assuring proper Supported Environment configuration, Supported Programs installation and operating methods; and (b) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction. Customer must purchase identical Support Services for Products and Cloud Services and may not select different Support Services options to cover different Product installations or Cloud Services.

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

**5.3 Designated Users.** Customer shall designate a reasonable number of individuals to serve as the designated users with LogRhythm for the

Support Services provided hereunder. To receive notification of any new Updates or Upgrades available from LogRhythm Customer must subscribe to the LogRhythm user forums.

**5.4 Access to Personnel and Equipment.**

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

**5.5 Customer Introduced Third-Party Software.**

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

## EXHIBIT B

### PROFESSIONAL SERVICES

Subject to the terms and conditions of "Agreement, LogRhythm shall provide the Professional Services in accordance with the terms and conditions set forth below.

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

#### 2. Assumptions and Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.1 Change Initiation.** LogRhythm or Customer may initiate change requests. The reasons for a change may include: Customer requests; regulatory changes; changes in technical scope; or other detail program issues or requirements. The Project Lead of the party initiating a change shall submit each change request to the other party's Project Lead, and then both Project Leads shall review such request for validation.

**5.2 Change Request Review.** After the submission of a change request by Customer to a Project Lead and validation of the requested change, the LogRhythm Project Lead shall review the requested change to determine if it is within the scope of the SOW.

(a) **Within Services Scope.** If the LogRhythm Project Lead determines that the change requested by Customer is within the scope of the SOW, the Project Leads of both parties shall accept the change request and implement the change into performance of the Services as appropriate.

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

(i) If the LogRhythm Project Lead determines that the requested change does not impact the pricing or scheduling projections of the SOW, the Project Leads shall accept the change request and implement the requested change into the performance of the Services as appropriate.

If the LogRhythm Project Lead determines that the requested change does impact the pricing or scheduling projections of the SOW, a cost estimate applicable to the performance of the requested change shall be prepared by LogRhythm and provided to Customer. The cost estimate shall fully document the scope of the change, and provide a basis of estimate for the proposed adjustments in price, schedule, and/or other factors as applicable. If applicable, a schedule (separate from but integrated with the implementation plan) shall be developed and maintained for each such authorized change. No change request resulting in additional cost or scheduling changes will be effective unless executed by both parties

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

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

## **6. Fee Description and Payment**

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

**6.2 Payments.** Professional Services Fees, shall be billed in accordance with Section 6 of the Agreement.

**6.3 Rights to Development.** LogRhythm shall retain all right, title and interest in and to development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services, which are based on trade secrets or proprietary information. No license to any patents, trade secrets, trademarks or copyrights is deemed to be granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in the Agreement. Rights associated with any joint development projects shall be subject to future discussion and under a separate agreement with terms to be mutually agreed upon by both parties. LogRhythm shall retain right title and interest in and to any Indicators of Compromise discovered or developed by LogRhythm pursuant to this Agreement; and LogRhythm may use, copy, modify, distribute and sublicense, for the benefit of LogRhythm and its end-users, all Indicators of Compromise disclosed to LogRhythm. For purposes of this Section 6.3, "Indicator of Compromise" means data, observable artifacts and patterns and groupings thereof indicative of a cyber intrusion, compromise or incident or user behavior and which can be modeled for use with

LogRhythm hardware or software products. Indicators of Compromise discovered, developed or otherwise provided by LogRhythm pursuant to this Agreement are licensed to Customer for use with the LogRhythm Products and Cloud Services.

7. **Entire Agreement.** THIS PSA AND THE AGREEMENT ARE THE ENTIRE AGREEMENTS BETWEEN THE PARTIES PERTAINING TO THE DELIVERY OF PROFESSIONAL SERVICES, AND SUPERCEDES ANY AND ALL OTHER AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. ANY CHANGES TO THE TERMS STATED HEREIN IN ANY OTHER WRITING MUST BE MUTUALLY AGREED UPON AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.