DLT RIDER TO MANUFACTURER END USER TERMS
(For Public Sector End Users)

1. **Scope.** This DLT Rider to LogRhythm, Inc. ("Manufacturer") End User Terms ("DLT Rider") establishes the terms and conditions enabling DLT Solutions, LLC ("DLT") to provide Manufacturer's Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the "Licensee" or "Customer").

2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:

    a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.

    b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.

    c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer's security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer's expense.

    d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.

    e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer's state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.

    f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.

g. **Customer.** Customer is the "Ordering Activity", defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.

h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.

i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.

j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer's order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer's Terms are hereby deemed to be deleted.

l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.

m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.

n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer's termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.

o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture's Terms unless expressly stated in Customer's order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.

LOGRHYTHM END USER LICENSE AGREEMENT

Important – read this carefully before installing, using or electronically accessing this proprietary product.

This LogRhythm End User License Agreement, which incorporates the applicable Addenda and any Statements of Work and Orders agreed by the parties (collectively, the "**Agreement**"), is a legal agreement between LogRhythm, Inc. ("**LogRhythm**") and the business entity that you, as the person accepting or signing this Agreement ("**You**") are acting on behalf of ("**Customer**") as the purchaser of the LogRhythm products and/or services and/or the end user of the LogRhythm software accompanying this Agreement. This Agreement includes the attached Terms and Conditions for North America.

You agree that You are an employee or agent of Customer and are entering into this Agreement to purchase or license the products and/or services for use by Customer for Customer's own business purposes. You hereby agree that You enter into this Agreement on behalf of Customer and that You have the authority to bind Customer to the terms and conditions of this Agreement.

You will be required to indicate your agreement to this Agreement in order to use the LogRhythm products.   By installing, downloading, configuring, accessing, or otherwise using LogRhythm products, including any updates, upgrades, or newer versions, You acknowledge that You have read and understand this Agreement and that Customer agrees to be bound by all of the terms of this Agreement.

This Agreement is included with the LogRhythm products and will govern Customer's purchase and use of all LogRhythm products and services. If Customer elects to sign this Agreement, the signed version will supersede the click-through version of this Agreement that is included with the LogRhythm products.

CUSTOMER: CUSTOMER NAME

LOGRHYTHM, INC.

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

1.3   "**Cloud Services**" means a software as a service or other cloud-based offering that LogRhythm provides using the Software.

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

1.5   "**Customer Data**" means Information (as defined in Section 11) that is (a) disclosed or provided to LogRhythm by or on behalf of Customer, or (b) collected or received from Customer by LogRhythm.

1.6   "**Delivery Date**" means the date of delivery of the applicable Hardware or, if Software only, the date the License Key is delivered to Customer.

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

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

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

1.10   "**Intellectual Property Rights**" means all intellectual and industrial property rights throughout the world, including but not limited to copyright and related rights, trademarks, service marks, rights to preserve the confidentiality of information (including know-how and trade secrets), trade names, domain names, rights in get-up, goodwill and right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, patents, patent applications, moral rights, contract rights and other intellectual proprietary rights, including all applications for (and right to apply for and be granted) renewals or extensions of, and right to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, or in any part of the world.

1.11   "**Order**" means ordering documentation between Customer and LogRhythm or an Authorized Reseller and may include a signed quotation from LogRhythm or a Customer purchase order accepted by LogRhythm or the Authorized Reseller.

1.12   "**Perpetual"** means the license right to use the Software indefinitely.

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

1.14   "**Software**" means the LogRhythm software programs identified in an Order, including Third Party Software, and any Upgrade, Update or Maintenance Release (as defined in the Support Services Addendum) that LogRhythm provides to Customer pursuant to the Support Services.

1.15   "**Subscription"** means a term license right to use the Software the duration which is specified in the applicable Order.

1.16   "**Support Services**" means LogRhythm's technical support and maintenance services set forth in the Support Services Addendum.

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

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

2.   LICENSE GRANT AND OTHER RIGHTS.

2.1   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 during the term, (either a Perpetual license or Subscription license as specified in the Order), a non-exclusive, non-transferable (except as set forth in Section 13.3) license to use the Software solely for Customer's internal business purposes in accordance with the Documentation and any limitations set forth in this Agreement or the Order. If Customer has purchased Hardware, the Software license may only be used on the

Hardware with which the Software is delivered. If Customer elects to deploy the Software for use in another host environment or another virtual environment (including any copy of the Software for backup and disaster recovery purposes), each instance requires its own license for which Customer will need a license key which shall be provided by LogRhythm upon request of Customer. The Software shall be deemed delivered when a license key which unlocks the Software is provided by LogRhythm to Customer.

2.2 **License Metrics**. If Customer's Product is licensed by: (a) messages per second ("MPS") as specified in the Order, the MPS use limitation of the license refers to a rolling 24-hour average of messages per second received by the Software whereby "message" means each individual log or system event received by the Product including without limitation flat file, SNMP, SMTP, netflow (j flow and S flow), syslog or other event or system record. Customer may exceed the MPS limitation by up to 10% without additional charge, and Customer will not be charged for a one-time anomalous event that causes a spike in MPS usage above the specified MPS limitation; (b) network bandwidth (specified in the Order as a bandwidth or bandwidth per second such as 1GB or 1GB/second), the network bandwidth use limitation refers to a rolling 15-minute average of network bandwidth usage per second; (c) "Identity", an Identity is a unique person or service account. A person-based Identity may have multiple identifiers such as user accounts, email addresses, and 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; or (d) User, as defined above, is based on Customer's identity directory of record for its User count at the inception of the Order.

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

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

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

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

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

5. **EVALUATION PRODUCTS.** Notwithstanding anything to the contrary contained in Section 2, if Customer is provided with evaluation Products, then the term of use for evaluation will be limited to the free trial period specified in the Order or as otherwise determined by LogRhythm ("Evaluation Period"). During the Evaluation Period, LogRhythm grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the evaluation Products for Customer's internal use in a non-production capacity to test and evaluate the Software 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 granted to Customer will terminate and, within five (5) days after such termination, Customer will, at its own expense, uninstall all copies of the evaluation Software, and return the evaluation Hardware, if applicable, to LogRhythm. **The evaluation of the Products is provided "AS IS" and no warranty obligations of LogRhythm will apply and Support Services obligations do not apply to any evaluation Products.**

6. SUPPORT SERVICES; DEPLOYMENT; TRAINING.

6.1 Support Services. Support Services shall be subject to terms and conditions set forth in the Support Services Addendum located on the LogRhythm website at https://gallery.logrhythm.com/terms-and-conditions/addendums/logrhythm-support-services-addendum-8-2109.pdf and incorporated herein or attached to this Agreement. The initial Support Services term for Software licensed on a Perpetual basis and/or Hardware is one year beginning on the Delivery Date unless otherwise specified in the Order ("Initial Support Term"). Thereafter, Support Services for Perpetual licenses and/or Hardware shall renew automatically for additional one-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 30 days prior to the end of the applicable annual Support Services term. Support Services for Subscriptions are included in the Subscription Fee and Support Services are provided during the Subscription Term. Upon termination of such Support Services for a Perpetual license, Customer may continue to use the Software in accordance with this Agreement without Support Services. LogRhythm may increase Support Services Fees for Perpetual licenses and/or Hardware for a Support Services renewal term up to seven percent over the prior year's Support Services Fees.

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

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

7. FEES AND PAYMENT.

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

7.2 Reports; Audit Rights. LogRhythm may periodically run a report to determine the number of MPS Customer is utilizing with the Products. LogRhythm may also audit or appoint an independent audit firm selected by LogRhythm to audit Customer's records relating to Customer's use of the Products pursuant to this Agreement to verify that Customer has complied with the terms of this Agreement and to verify Customer's compliance with the license Products. Any audit shall be conducted no more than once in any period of twelve consecutive months during Customer's normal business hours and upon at least fifteen days' prior written notice. The audit shall be conducted at LogRhythm's expense unless the audit reveals that Customer has underpaid the amounts owed to LogRhythm by five percent or more, in which case Customer shall reimburse LogRhythm for all reasonable costs and expenses incurred by LogRhythm in connection with such audit. Customer shall promptly pay to LogRhythm any amounts owed plus interest as provided in Section 7.1.

8. WARRANTY.

8.1 Product Warranty. For a period of ninety (90) days after the Delivery Date ("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 Services fees actually paid for the defective Product, in which case Customer's right to use the Product shall terminate.

8.2   Disclaimers. THE EXPRESS WARRANTIES IN SECTION 8.1 ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS. LOGRHYTHM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS, 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 SECTION 8.1, THE PRODUCTS ARE PROVIDED "AS IS" WITH ALL FAULTS.

9.   INFRINGEMENT CLAIMS.

9.1   Indemnity. LogRhythm shall defend Customer, at LogRhythm's expense, against any claim, demand, suit, or proceeding brought against Customer by a third party alleging that the Software infringes or misappropriates such third party's Intellectual Property Rights (each, a "Claim"), and LogRhythm will indemnify Customer from any damages, reasonable attorney's fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by LogRhythm in writing of, a Claim 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, assists in such defense; and (e) wherever and whenever possible takes all reasonable steps to mitigate its losses that are the subject of the Claim.

9.2   Injunction. If a Product becomes, or in LogRhythm's opinion is likely to become, the subject of an infringement claim, LogRhythm may, at LogRhythm's discretion and at no cost to Customer: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing and remains functionally equivalent; or (c) if in LogRhythm's reasonable opinion, neither 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 this Agreement is terminated under this Section 9.2, 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 Delivery Date.

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

10.   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, 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 LIABILITY ARISING FROM A BREACH OF SECTIONS 2.5 OR 11, ANY INDEMNITY OBLIGATIONS IN SECTION 9 OR ANY VIOLATIONS OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.   CONFIDENTIALITY.

11.1   Confidential Information. For purposes of this Section 111, ("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.

11.2   Protection of Information. Recipient shall not use any Information of Discloser for any purpose not expressly permitted by this 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 this 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.

11.3   Exceptions. Recipient's obligations under Section 11.2 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 this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4   Return of Information. Except as otherwise expressly provided in this Agreement, Recipient shall return to Discloser or destroy all 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 11.4.

12.   TERM AND TERMINATION.

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

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

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

12.4   Effects of Termination. Upon termination of this Agreement: (i) all license and use rights granted in this Agreement shall immediately terminate; and (ii) Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers, return to LogRhythm or destroy all copies of the Software, Documentation and other LogRhythm Information in Customer's possession or control. Sections 1, 2.5, 7, 9, 10, 11, 13 and Sections 3 and 7 of the Cloud Services Addendum together with any accrued payment obligations, shall survive expiration or termination of this Agreement for any reason, together with any accrued payment obligations and any other sections of this Agreement which expressly or by their nature survive expiry or termination.

13.   GENERAL.

13.1   Proprietary Rights. The Products and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of LogRhythm and its licensors. All rights in and to the Products 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 or Documentation.

13.2   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, 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 or as otherwise prohibited by U.S. trade control laws, including the economic sanctions and export control laws and regulations administered by the U.S. Department of Commerce, U.S. Department of the Treasury, and U.S. Department of State.

13.3   Assignment. Neither party shall have the right to assign, novate or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed; except LogRhythm shall have the right to assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment, novation or transfer in violation of the

foregoing will be null and void. This Agreement is binding upon and inures to the benefit of the parties, and to their permitted successors and assigns.

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

13.5   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.

13.6   Notices. Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and delivered by one of the following methods: (a) personal delivery; (b) registered or certified mail, in each case, 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 13.6 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.

13.7   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.

13.8   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.

13.9   Remedies. Except as provided in in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Cloud Services contain valuable trade secrets and proprietary information of LogRhythm, that any actual or threatened breach of Section 2 or 11 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, arbitration 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.

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

13.11   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 Services.

13.12   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 this Agreement are not affected or impacted in

any way and the remainder of this Agreement is enforceable between the parties, and (b) the unenforceable, invalid, or illegal provision will be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law.

13.13 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."

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

13.15 Entire Agreement. This Agreement, together with all addenda, 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. Customer may order more Products under this Agreement by executing the LogRhythm or Authorized Reseller's Order.   All Orders by Customer are non-cancellable. This Agreement supersedes and merges all prior and contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof. This Agreement may be amended only by a written instrument signed by each of the parties.   Customer may issue a purchase order to LogRhythm to confirm 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.

This Cloud Services Addendum ("Addendum") is incorporated by reference into and made a part of the applicable End User License Agreement between LogRhythm and the Customer set forth in such agreement ("Agreement"). This Addendum sets forth certain rights, duties, and obligations of the parties with respect to Cloud Services provided or made available to Customer by LogRhythm pursuant to an Order. This Addendum shall supplement (and not supersede) the Agreement and shall take precedence solely to the extent of any conflict between this Addendum and the Agreement. All capitalized terms used and not expressly defined in this Addendum shall have the meanings given to them in the Agreement.

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

1. **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 the Agreement) right to access and use the Cloud Services 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 Services available to Customer pursuant to this Addendum and any applicable Orders and provide Support Services for the Cloud Service to Customer during the Cloud Service Subscription term at no additional charge.

2. **Cloud Services Term.** 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. The Support Services term for Cloud Services Subscriptions is concurrent with the applicable subscription term.

3. **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 3 by its workforce. For Cloud Services, LogRhythm's security program will include, without limitation, those safeguards described in LogRhythm's SOC 2 Type II Report, the LogRhythm Cloud Service Security Description at https://logrhythm.com/pdfs/terms-and-conditions/CloudAI-Security-Overview.pdf.

4. **Use of Customer Data**. 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.

5. **Evaluation License Grant.** Notwithstanding Section 2 or 3 of the Agreement, if Customer is provided with evaluation 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 right to access and use the evaluation Cloud Service; (a) for internal use in a non-production capacity; and (b) to test and evaluate the Cloud Service to assist Customer in its purchase decision. Upon the expiration of the Evaluation Period, the license or right of use granted to Customer will terminate. **The evaluation of the Cloud Services is provided "AS IS" and no warranty obligations of LogRhythm will apply and Support Services obligations do not apply to any evaluation Cloud Services.**

6. **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. **Warranty Disclaimers**.

7.1 THE EXPRESS WARRANTIES IN CLOUD SERVICES ADDENDUM ARE THE ONLY WARRANTIES APPLICABLE TO THE CLOUD SERVICES. LOGRHYTHM AND ITS SUPPLIERS

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE 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 THIS CLOUD SERVICES ADDENDUM, THE CLOUD SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS.

7.2 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. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section12.2 of the Agreement, LogRhythm will refund Customer: (a) any prepaid, unused fees for Cloud Services; and (b) 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 12.2, Customer will pay any unpaid fees covering the remainder of the applicable term of all Orders. In no event will termination relieve Customer of its obligation to pay any fees payable to LogRhythm prior to the effective date of termination.

9. Effects of Termination. Upon termination of this Addendum: (i) all use rights granted in this Addendum shall immediately terminate and Customer will lose access to the applicable Cloud Service; and (ii) Customer must promptly discontinue all use of the Cloud Service, return to LogRhythm or destroy all copies of the Documentation and other LogRhythm Information in Customer's possession or control.

10. Customer Data Portability and Deletion. Upon termination of a Cloud Service Subscription, Customer will be granted access, at no additional charge, to the Cloud Service for an additional 30 days following such termination to enable Customer to access any Customer Data that is archived in the Cloud Service. Upon written request by Customer made before the effective date of termination of a Cloud Service Subscription and for a mutually agreed upon fee, LogRhythm may assist Customer with the transition of Customer Data which remains archived in a Cloud Service after termination of the Cloud Services Subscription. Thirty-one 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.

This Support Services Addendum ("Addendum") is incorporated by reference into and made a part of the applicable End User License Agreement between LogRhythm and the Customer set forth in such agreement ("Agreement"). All capitalized terms used and not expressly defined in this Addendum shall have the meanings given to them in the Agreement. This Addendum shall supplement (and not supersede) the Agreement and shall take precedence solely to the extent of any conflict between this Addendum and the Agreement.

This Addendum sets forth certain rights, duties, and obligations of the parties with respect to support services provided or made available to Customer by LogRhythm with regard to the Hardware described in an Order purchased by Customer from LogRhythm and/or Software licensed or remotely accessed by Customer under the Agreement.

Subject to the terms and conditions of the Agreement LogRhythm shall provide Support Services for the Products as set forth below.

1. DEFINITIONS.

1.1 "Business Day" means the following for each LogRhythm defined regions under the Agreement. Business Day is based on the county of Customer's headquarters location:

(a) "APJ" means 7:00 a.m. to 6:00 p.m. Singapore time, Monday through Friday (excluding LogRhythm holidays), which are posted on LogRhythm's Customer Portal.

(b) "Europe" means 7:00 a.m. to 6:00 p.m. London time, Monday through Friday (excluding LogRhythm holidays), which are posted on LogRhythm's Customer Portal.

(c) "Middle East" means 7:00 a.m. to 6:00 p.m. Dubai time, Sunday through Thursday (excluding LogRhythm holidays), which are posted on LogRhythm's Customer portal.

(d) "North America" means 7:00 a.m. to 6:00 p.m. Mountain Time, Monday through Friday (excluding LogRhythm holidays), which are posted on LogRhythm's Customer portal.

1.2 "**Designated Deployment**" means the Customer deployment of the LogRhythm Software in accordance with the LogRhythm Documentation Agreement.

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

1.4 "**Maintenance Release**" means subsequent patch releases of the Software that LogRhythm generally makes available for Software licensees at no additional fee to customers provided the customers are under a current Support Services Agreement with LogRhythm. The maintenance/patch version is indicated by the third number in the Software version name.

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 or LogRhythm's Customer web portal 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 Release**" means subsequent minor releases of the Software 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. The update/minor version is indicated by the second number in the Software version name. Updates shall not include any option or future product which LogRhythm licenses separately from the existing Product for an additional fee.

1.10 "**Upgrade Release**" 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. The upgrade/major version is indicated by the first number in the software version name.

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, both written and spoken, and shall be provided remotely at LogRhythm's principal place of business unless mutually agreed to by the parties. A Support Case response may include the following:

> **(a)** Assistance in identifying and verifying the causes of suspected Errors in the Software;

> **(b)** Advice on bypassing identified Errors in the Software, if reasonably possible; and

> **(c)** Assistance in troubleshooting and identifying LogRhythm Hardware-related problems.

2.2 **Initial Target Response ("ITR") Times.** LogRhythm shall respond to new Support Cases within the following period following LogRhythm receipt of the Support Case from Customer:

11x5 Standard Support		
Severity	**Time**	**ITR (Hours)**
Critical	11x5	4
High	11x5	8
Medium	11x5	12
Low	11x5	16
24x7 Enhanced Support		
Severity	**Time**	**ITR**
Critical	24x7	2
High	24X7	4
Medium	11x5	8
Low	11x5	12

2.3 **Ticket Severity:** LogRhythm classifies tickets per the following categories**:**

> *Critical*– Production System(s) have crashed or in a down state and no immediate work around is available.
>
> - Resulting impacts would include high risk of data loss or corruption
> - High impact to business operations
>
> *High* – System is severely degraded such that a major component or feature is inaccessible or inoperable.
>
> - Operations may continue but at a degraded state
>
> Project or Business Deliverable milestones are at risk

Medium – A system component or feature is degraded with potential partial loss of system functionality
Low – General configuration or usage questions • Documentation Requests How To

2.4   LogRhythm Community 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 Community Site.

2.5   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.

2.6   Exceptions. LogRhythm shall have no responsibility under this Addendum 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:

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

3.3   Maintenance Release. Customer shall be entitled to Maintenance Releases for the Supported Programs at no additional cost while a Support Services Agreement is in effect.

3.4   Knowledge Base Updates. Customer shall be entitled to knowledge base updates at no additional cost, while a current Support Services Agreement is in effect.

3.5   Version Support, LogRhythm version support can be found at https://logrhythm.com/wp-content/uploads/2020/05/LogRhythm_End_of_Life_Policy-May_2019.pdf.

3.6   Version Support, Third Party 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.

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

4.1   Hardware Support Services. In addition to the Support Services described above, LogRhythm provides Hardware maintenance and support services and parts, with related labor services to repair or replace defects in workmanship pursuant to and occurring within the Support Services term applicable to Customer's Hardware product(s) "**Hardware Support Services**" are only available on Hardware that are under a current Support Services Agreement with LogRhythm.

(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

Delivery Date 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 manufacturer's technician conducts a troubleshooting session in Customer's 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 Upgrade Release requires an upgrade to the Hardware, Customer may choose to either (i) upgrade the Hardware at its cost and install the subsequent Upgrade Release or (ii) receive Support Services on Customer's 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 Addendum are sent on a pre-replacement basis when possible. Customer shall have ten (10) business days to return the defective Hardware and all components including hard drives to LogRhythm. If Customer fails to return the defective Hardware to LogRhythm, Customer agrees to pay the costs charged by the OEM for the replacement Hardware. If the replacement of a complete Hardware is required, the replacement Hardware 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 may not select different Support Services options to cover different Product installations. Unless Customer is upgrading the Products, Customer agrees that it will maintain Support Services on all Products licensed or purchased from LogRhythm.

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 Maintenance Release, Update Releaser or Upgrade Releaser 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 Third Party 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.

HARDWARE PROCUREMENT ADDENDUM

This Hardware Procurement Addendum ("Addendum") is incorporated by reference into and made a part of the applicable End User License Agreement between LogRhythm and the Customer set forth in such agreement ("Agreement"). All capitalized terms used and not expressly defined in this Addendum shall have the meanings given to them in this Agreement. This Addendum shall supplement (and not supersede) the Agreement and shall take precedence solely to the extent of any conflict between this Addendum and the Agreement.

This Addendum sets forth certain rights, duties, and obligations of the parties with respect to hardware described in an Order ("Hardware" as applicable) procured by Customer from LogRhythm in connection with the Software licensed or remotely accessed by Customer under the Agreement.

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

1.   HARDWARE AND APPLIANCE DELIVERY. AUTHORIZED RESELLERS. To the extent Customer purchases Hardware from an Authorized Reseller, delivery terms o shall be between Customer and the Authorized Reseller. If Customer is purchasing Hardware from LogRhythm subject to the terms and conditions of this Addendum, 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:

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

2.1   INSPECTION. Customer shall have ten (10) business days after receipt of Hardware (the "Return Period") to notify LogRhythm in writing of any discrepancies in the shipments or lost or damaged goods. LogRhythm will, at its cost, repair or replace Hardware lost or damaged in shipment. LogRhythm shall only accept returns from Customer of Hardware for which notification is sent to LogRhythm during the Return Period. Any damaged Hardware must be returned by Customer with a return material authorization number issued by LogRhythm and accompanied by a notice specifying the discrepancy.

3.   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 fees and related charges.

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum ("Addendum") is incorporated by reference into and made a part of the applicable End User License Agreement between LogRhythm and the Customer set forth in such agreement ("Agreement"). This Addendum sets forth certain rights, duties, and obligations of the parties with respect to software professional services provided or made available to Customer by LogRhythm in connection with the Software licensed or remotely accessed by Customer under the Agreement. This Addendum shall supplement (and not supersede) the Agreement and shall take precedence solely to the extent of any conflict between this Addendum and the Agreement. All capitalized terms used and not expressly defined in this Addendum shall have the meanings given to them in the Agreement.

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 Addendum. 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"). Professional 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 Professional Addendum:

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

(b)   Customer shall ensure that data backup is performed. 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 Professional Addendum.

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 Professional Addendum:

(a)   LogRhythm shall use commercially reasonable efforts to complete the Services described in this Professional Addendum 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 Professional Addendum.

(d)   LogRhythm shall submit written or verbal status reports on the Services being performed under this Professional Addendum 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 Professional Addendum 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 Professional Addendum.

(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 Professional Addendum.

(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 Professional Addendum.

(f) For the duration of this Professional Addendum 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 Professional Addendum 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 Professional Addendum.

(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 Professional Addendum.

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

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

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

(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 Professional Addendum, promptly initiate the Project Change Process as described in Section 5 of this Addendum, to address the potential delay.

3. **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 Professional Services have been completed in accordance with the agreed upon Statement(s) of Work.

5. **Project Change Process.** Any change to a Professional Addendum shall be coordinated with the parties Project Leads.

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.

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 Professional Addendum.

6.2 Payments. Professional Services Fees shall be billed in accordance with Section 7 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 tile 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.