

CLLOUD SERVICES ADDENDUM

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 the 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 the 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. Anonymization.** 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”). Derivative Data is not Customer Data or Information, and LogRhythm may process Derivative Data for purposes other than the performance of the Cloud Services.
- 6. 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.**
- 7. 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.

8. Warranty Disclaimers.

8.1 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.

8.2 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.

9. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 12.2 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.

10. 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.

11. 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.