



Contract Number

SAP Number

Department of Public Health

Department Contract Representative	<u>Michael Shin, Contract Analyst</u>
Telephone Number	<u>(909) 386 - 8146</u>
Contractor	<u>LogRhythm, Inc.</u>
Contractor Representative	<u>Seanna Powers</u>
Telephone Number	<u>(866) 384 - 0713</u>
Contract Term	<u>December 7, 2021 – December 6, 2026</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u></u>

Briefly describe the general nature of the contract: Service Level Agreement with LogRhythm, Inc., pertaining to the license, maintenance, and support of LogRhythm software used by the Department of Public Health (DPH) to examine activity in information systems containing or using electronic Protected Health Information (ePHI), in accordance with the Health Insurance Portability and Accountability Act (HIPAA) for the period of December 7, 2021 through December 6, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Adam Ebright, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►
Becky Giroux, HS Contracts Manager

Date _____

Reviewed/Approved by Department

►
Joshua Dugas, Director

Date _____

SUPPORT SERVICES ADDENDUM

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 country 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.

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 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 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	ITR (Hours)
Critical	4
High	8
Medium	12
Low	16
24x7 Enhanced Support	
Severity	ITR (Hours)
Critical	2
High	4
Medium	8
Low	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. <ul style="list-style-type: none">Resulting impacts would include high risk of data loss or corruptionHigh impact to business operations
High – System is severely degraded such that a major component or feature is inaccessible or inoperable. <ul style="list-style-type: none">Operations may continue but at a degraded stateProject 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. <ul style="list-style-type: none">Documentation RequestsHow 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 Program 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 Program 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 Program 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 Customer 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 ("Dell"). Support Services are available for Hardware for up to five (5) years from the Effective 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 Dell 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 Program, including, but not limited to: (a) assuring proper Supported Environment configuration, Supported Program 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 Program 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 Release, or Upgrade Release available from LogRhythm, Customer must subscribe to the LogRhythm Community forum.

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.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SAN BERNARDINO COUNTY

LOGRHYTHM, INC.

(Print or type name of corporation, company, contractor, etc.)

►

Curt Hagman, Chairman, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Barry Capoot
(Print or type name of person signing contract)

Title Chief Financial Officer
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 4780 Pearl East Circle
Boulder, CO 80301