

SECURITYHOLDER SUPPORT AGREEMENT

This SECURITYHOLDER SUPPORT AGREEMENT (this "Agreement"), dated as of the date executed below, is made by and among the Securityholders on the signature pages hereto (collectively, the "Supporting Securityholders"), Tenacity Holdings, LLC, a Delaware limited liability company (the "Parent"), and Tenacity MergerSub, Inc., a Delaware corporation and a wholly-owned subsidiary of the Parent (the "Merger Sub"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, the Merger Sub, LogRhythm, Inc., a Delaware corporation (the "Company"), and the Seller Representative identified therein have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, supplemented or modified from time to time, the "Merger Agreement"), pursuant to which Parent will acquire all of the issued and outstanding equity securities of the Company in a transaction whereby the Merger Sub will be merged with and into the Company with the Company surviving as the Surviving Corporation and a wholly-owned Subsidiary of Parent (the "Merger") on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, the Supporting Securityholders own beneficially and of record the shares of Company Preferred Stock, par value \$0.00001 per share, the shares of Company Common Stock, par value, \$0.00001 per share, and the Company Warrants, in each case, as set forth on the signature pages hereto under each such Supporting Securityholder's signature (the "Covered Securities"); and

WHEREAS, as a condition and material inducement to the Parent's and the Merger Sub's willingness to enter into the Merger Agreement, each of the Parent and the Merger Sub has required that each of the Supporting Securityholders agree, and in order to induce the Parent and the Merger Sub to enter into the Merger Agreement and to consummate the Contemplated Transactions (including the Merger), each of the Supporting Securityholders agrees, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

VOTING AND SUPPORT AGREEMENT; COVENANTS

Section 1.1 Agreement to Vote.

(a) Each Supporting Securityholder hereby agrees that he, she or it shall, at any meeting of the Securityholders, however called, or in connection with any written consent of Securityholders, vote or consent (or cause to be voted or consented), in person or by

proxy all Covered Securities (i) in favor of the adoption of the Merger Agreement and the approval of the Merger and the other transactions contemplated by the Merger Agreement and any other actions contemplated by the Merger Agreement and this Agreement and any actions required in furtherance thereof and hereof, including, without limitation, delivering a written consent in favor thereof as contemplated by the Merger Agreement (the "Affirmative Vote"), (ii) against approval of any proposal made in opposition to, or in competition with, the Merger Agreement or the consummation of the Merger, and (iii) against any acquisition proposal for the Company or any of its Subsidiaries or any other proposal, action or transaction involving the Company or any of its Subsidiaries, which proposal, action or transaction would impede, frustrate, prevent or materially delay the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement.

(b) At or prior to the Effective Time, each Supporting Securityholder shall execute and deliver to the Company a Letter of Transmittal, in the form attached to the Merger Agreement as Exhibit B (together with the documentation evidencing the Affirmative Vote, the "Support Documents").

(c) Except as set forth in clause (a) of this Section 1.1, no Supporting Securityholder shall be restricted from voting in favor of, against or abstaining with respect to any matter presented to the Securityholders, including that nothing in this Agreement shall preclude such Supporting Securityholder from exercising full power and authority to vote in Supporting Securityholder's sole discretion for or against any proposal submitted to a vote of the Company's stockholders to approve any payment that would, in the absence of such approval, constitute a parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended.

(d) Upon the execution and delivery of this Agreement, the Requisite Holders (as defined in the Fifth Amended and Restated Voting Agreement of the Company dated as of August 18, 2016, by and among the Company and the persons and entities listed on Exhibit A and Exhibit B thereto (the "Voting Agreement")) will have approved the Merger, and it constitutes an "Approved Sale" for purposes of the Voting Agreement. This Agreement is an agreement among the Securityholders that are party to the Voting Agreement that each such Securityholder must execute in connection with an Approve Sale and each such Securityholder acknowledges and agrees that they remain bound by their obligations under Section 3 of the Voting Agreement, notwithstanding approval or consummation of the Merger and the transactions to be consummated therewith.

(e) Each Supporting Securityholder hereby gives any consents or waivers that are reasonably required for the consummation of the Merger and the transactions contemplated by the Merger Agreement under the terms of any agreement or instrument to which such Supporting Securityholder is a party or in respect of any rights such Supporting Securityholder may have in connection with the transactions contemplated by the Merger Agreement, including the Merger (whether such rights exist under the Company's Organizational Documents, any contract of the Company, under Applicable Law or otherwise, including any rights of first refusal or redemption rights), it being understood that the foregoing is not intended to be a waiver of any rights under the Merger Agreement or any other agreements entered into in

connection therewith (including rights to receive a portion of the Aggregate Consideration Amount pursuant to the Merger Agreement).

Section 1.2 Prior Proxies. Each Supporting Securityholder hereby revokes (or agrees to cause to be revoked) any proxies that such Supporting Securityholder has heretofore granted with respect to the Covered Securities owned by such Supporting Securityholder, other than any proxy granted pursuant to Section 3.1 of the Voting Agreement.

Section 1.3 Dissenters' Rights. Each Supporting Securityholder hereby irrevocably and unconditionally waives and agrees not to exercise any rights of appraisal, quasi appraisal or any dissenters' rights (or similar claims) that such Supporting Securityholder may have (whether under Applicable Law or otherwise) or could potentially have or acquire in connection with the execution and delivery of the Merger Agreement or consummation of the transactions contemplated thereby, including the Merger.

Section 1.4 Merger Agreement; Joinder. Each Supporting Securityholder hereby acknowledges receipt of the Merger Agreement and acknowledges having had sufficient opportunity to review the Merger Agreement and all schedules and exhibits thereto and the other related agreements to be entered in connection with the transactions contemplated thereby (the "Related Documents") with independent legal, accounting and financial advisors, in each case, to the extent such Supporting Securityholder deems appropriate. Each Supporting Securityholder fully understands and agrees to the terms and conditions contained, and the transactions provided for, in the Merger Agreement and the Related Documents, including, without limitation, Section 3.1 (Effect on Capital Shares), Section 3.4 (Purchase Price Adjustment), Section 6.6 (No Solicitation), Article X (Indemnification) and the other provisions concerning the treatment, payment, terms and conditions applicable to the Covered Securities. Each Supporting Securityholder hereby agrees that, upon execution of this Agreement, each Supporting Securityholder irrevocably, absolutely and unconditionally becomes a party to the Merger Agreement as a party thereto and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings of the Securityholders or to which the Securityholders are subject thereunder, all with the same force and effect as if each Supporting Securityholder were a signatory to the Merger Agreement.

Section 1.5 No Inconsistent Agreement. Each Supporting Securityholder hereby covenants and agrees that it has not entered into and shall not enter into any agreement that would restrict, limit or interfere with the performance of such Supporting Securityholder's obligations hereunder.

Section 1.6 No Transfer. Other than pursuant to the terms of this Agreement, the Merger Agreement (except as may be specifically required by court order or by operation of law) or, if applicable, any Rollover Agreement, without the prior written consent of the Parent, during the term of this Agreement, each Supporting Securityholder hereby agrees not to, directly or indirectly, (a) grant any proxy, power-of attorney, or enter into any voting trust or other agreement or arrangement with respect to the voting of any Covered Securities (b) sell, assign, transfer, pledge, encumber or otherwise dispose of (including, without limitation, by merger, consolidation, sale, liquidation, dissolution, dividend, distribution or otherwise by operation of law), or enter into any contract, option or other arrangement or understanding with respect to the

direct or indirect assignment, transfer, encumbrance or other disposition of (including, without limitation, by merger, consolidation or otherwise by operation of law), any Covered Securities (each, a "Transfer"), or (c) knowingly, directly or indirectly, take or cause the taking of any other action that would restrict, limit or interfere with the performance of such Supporting Securityholder's obligations hereunder or the transactions contemplated hereby, excluding any bankruptcy filing; provided that, Supporting Securityholder may distribute any of the Covered Securities to its partners, members and equity holders (as applicable) if the transferee agrees in writing to be bound by all of the terms of this Agreement applicable to Supporting Securityholder. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*. If any involuntary Transfer of any of the Covered Securities shall occur (including, but not limited to, a sale by any Supporting Securityholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Covered Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the termination of this Agreement.

Section 1.7 General Release.

(a) Effective as of the Closing, each Supporting Securityholder, on behalf of himself, herself or itself and each of his, her or its past, present and future Affiliates, firms, corporations, limited liability companies, partnerships, trusts, associations, organizations, representatives, investors, stockholders, members, managers, directors, officers, employees, partners, trustees, principals, consultants, contractors, family members, heirs, executors, administrators, predecessors, successors and assigns (each, a "Releasing Party" and, collectively, the "Releasing Parties"), hereby absolutely, unconditionally and irrevocably releases, acquits and forever discharges the Company, its former, present and future Affiliates, parent(s) and subsidiary companies, joint ventures, predecessors, successors and assigns (including the Parent, the Surviving Corporation and their respective Affiliates but excluding the Seller Representative and its Affiliates), and their respective former, present and future representatives, investors, equityholders, members, directors, officers, managers, employees, partners, insurers and indemnitees (collectively the "Released Parties"), of and from any and all manner of action or inaction, cause or causes of action, Actions, Encumbrances, contracts, promises, liabilities or damages (whether for compensatory, special, incidental or punitive damages, equitable relief or otherwise) of any kind or nature whatsoever, past, present or future, at law, in equity or otherwise (including with respect to conduct which is negligent, grossly negligent, willful, intentional, with or without malice, or a breach of any duty, Applicable Law or rule), whether known or unknown, whether fixed or contingent, whether concealed or hidden, whether disclosed or undisclosed, whether liquidated or unliquidated, whether foreseeable or unforeseeable, whether anticipated or unanticipated, whether suspected or unsuspected, which such Releasing Parties, or any of them, ever have had or ever in the future may have against the Released Parties, or any of them, solely in each Supporting Securityholder's capacity as a Securityholder and which, in each case, are based on acts, events or omissions occurring prior to or contemporaneously with the Effective Time and that relate (i) to such Supporting Securityholder's ownership of equity interests in the Company or (ii) to the Merger or any of the other transactions contemplated by the Merger Agreement or the Related Documents (the "Released Claims"); provided, however, that the foregoing release shall not release, impair or diminish, and the term "Released Claims" shall not include, in any respect: (i) any rights of each

Supporting Securityholder under the Merger Agreement or the Related Documents, including the Supporting Securityholders' right to receive their respective portions of the Aggregate Consideration Amount; (ii) any claims which may be asserted as of the date hereof or in the future by the Releasing Parties for indemnification, insurance benefits, or reimbursement or advancement of expenses by directors of the Company or by the Supporting Securityholders designating them in their capacity under the provisions of the Organizational Documents of the Company or any of its Subsidiaries (or any directors' and officers' liability insurance policy or other fiduciary insurance policy maintained by the Company or the Surviving Corporation for the benefit of the Supporting Securityholder maintained by the Company or any of its Subsidiaries, or any indemnification agreements with the Supporting Securityholder or its board designee) with respect to any act, omission, event or transaction occurring prior to or contemporaneously with the Effective Time; (iii) any claims arising out of any commercial agreements, arrangements or relationships between the Releasing Parties and the Released Parties that are unrelated to such Supporting Securityholder's status as a former security holder of the Company, the Merger or the Merger Agreement; (iv) any claims of Fraud committed by or on behalf of any Released Party against any Releasing Party; or (v) the rights of the Releasing Parties to compensation (in the form of wages, salary or bonus compensation) and/or other benefits in their respective capacities as employees of the Released Parties, including any claim which may not be waived as a matter of law, including but not limited to the Supporting Stockholders' right to file a charge with or participate in a charge by any local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment.

(b) Without limiting the generality of Section 1.7(a), with respect to the Released Claims, each Releasing Party hereby expressly waives all rights under Section 1542 and any similar Applicable Law or common law principle in any applicable jurisdiction prohibiting or restricting the waiver of unknown claims. Section 1542 of the California Civil Code reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(c) Notwithstanding the provisions of Section 1542 of the California Civil Code or any similar Applicable Law or common law principle in any applicable jurisdiction, and for the purpose of implementing a full and complete release and discharge of the Released Parties, each Releasing Party expressly acknowledges that the foregoing release is intended to include in its effect all claims which any Releasing Party does not know or suspect to exist in his, her or its favor against any of the Released Parties (including, without limitation, unknown and contingent claims), and that the foregoing release expressly contemplates the extinguishment of all such claims (except to the extent expressly set forth in this Section 1.9).

Section 1.8 Nondisclosure.

(a) Each Supporting Securityholder acknowledges that the Confidential Information is the property of the Company (and, following the Effective Time, the Surviving Corporation) and its Subsidiaries. Each Supporting Securityholder shall, and shall cause its Subsidiaries, officers, directors, managers and employees who actually receive Confidential Information from or on behalf of such Supporting Securityholder, and each such Person shall direct their respective Affiliates, officers, directors, managers, employees, advisors and other representatives (collectively, such Persons who actually receive Confidential Information from such Supporting Securityholder or on its behalf, "Representatives") to, maintain all Confidential Information in confidence and secrecy, and shall not, directly or indirectly, (a) use or exploit any Confidential Information for any purpose or (b) disclose any Confidential Information to any Person, other than its Affiliates and its and their Representatives who reasonably need to know such Confidential Information, except (i) to the extent reasonably necessary to comply with the express terms of any written agreement between such Supporting Securityholder and the Parent or any of its Affiliates entered into in connection with the Merger Agreement or after the Closing Date, or (ii) if explicitly permitted in writing by the Parent. Nothing in this Agreement reduces any obligation of any Supporting Securityholder to comply with Applicable Laws relating to trade secrets, confidential information and unfair competition. The parties hereto expressly acknowledge and understand that (x) certain Supporting Securityholders and their respective Affiliates are, and/or are affiliated with, private investment funds (including private equity and venture capital funds) under management that invest in or acquire companies (or interests therein) and may from time to time invest in entities that develop and utilize technologies, products or services that are similar to or competitive with those of the Acquired Companies (each, an "Institutional Investor Securityholder"), and (y) nothing herein shall be construed to limit or prevent in any manner any such Institutional Investor Securityholder or any of its Affiliates from (A) engaging in or operating any business, (B) entering into any agreement or business relationship with any third party or (C) evaluating or engaging in investment or acquisition discussions with, or investing in or acquiring or serving on the board of, any entity, whether or not competitive with the Company or its Subsidiaries, and none of such activities described in the foregoing clauses (A), (B) or (C) shall in and of itself constitute a breach of this Agreement in any respect, so long as in each case, such Institutional Investor Securityholder does not use or disclose Confidential Information in breach of this Agreement in connection with such activities. Furthermore, nothing herein shall restrict an Institutional Investor Securityholder from providing information about the subject matter of the Merger Agreement in connection with fundraising, marketing, informational, transactional or reporting activities at any time. The Parent acknowledges that each Supporting Securityholder's ownership of equity interests of the Company inevitably enhanced its general knowledge and understanding of the Company's industry in a way that cannot be separated from its other knowledge, and the Parent agrees that this Agreement shall not restrict any such Supporting Securityholder's or its Affiliates' use of such overall knowledge and understanding of the Company's industry for their own purposes, including the purchase, sale, investment in, consideration of, and decisions related to other investments.

(b) If any Supporting Securityholder or any of its Affiliates or Representatives is requested or required by Applicable Law, regulation or legal or judicial process (including by oral question or request for information or documents in legal proceedings, interrogatories, subpoena, civil investigation demand or similar process) to disclose any Confidential Information at any time after the Closing, then such disclosing Person shall, to the

extent legally permitted and reasonably practicable, provide the Parent with prompt written notice of such requirement to enable the Parent (and reasonably cooperate with the Parent, as directed by the Parent and at the Parent's sole expense) (a) to seek an appropriate protective order or other remedy, (b) to consult with the disclosing Person with respect to steps taken by the disclosing Person to resist or narrow the scope of such request or legal process and/or (c) to waive compliance, in whole or in part, with the terms of this Agreement. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the disclosing Person is nonetheless, on the advice of its counsel, required to disclose such Confidential Information, then the disclosing Person may disclose such Confidential Information without providing any such notice, and the disclosing Person shall not be liable under this Agreement for such disclosure in accordance with this Section 1.10; provided, that the applicable Supporting Securityholder shall use commercially reasonable efforts to limit such disclosure to only the specific Confidential Information which is so required to be disclosed.

(c) For purposes of this Agreement, "Confidential Information" means all oral and written information, documents and materials relating to the Company (and, following the Effective Time, the Surviving Corporation) or any of its Subsidiaries (including trade secrets, intellectual property, software and documentation, client information, subcontractor information (including lists of clients and subcontractors), company policies, practices and codes of conduct, internal analyses, analyses of competitive products, strategies, merger and acquisition plans, marketing plans, corporate financial information, information related to negotiations with third parties, information protected by the Company's (and, following the Effective Time, the Surviving Corporation's) or any of its Subsidiaries' privileges (such as the attorney-client privilege), internal audit reports, contracts and sales proposals, pricing and costs of specific products and services, training materials, employment records, performance evaluations, and other sensitive information, in each case, whether obtained, produced or distributed before or after the date of this Agreement. Notwithstanding the foregoing, with respect to any Supporting Securityholder, Confidential Information shall not include any information that is or becomes generally available in the public domain other than as a result of a breach of this Agreement by such Supporting Securityholder, or any information that is (i) independently developed by such Supporting Securityholder, its Affiliates, or its or their Representatives without use of or reference to the Confidential Information in breach of this Agreement, (ii) is received by such Supporting Securityholder, its Affiliates, or its or their Representatives from a third party source not known (after reasonable inquiry) by such Supporting Securityholder, its Affiliates, or its or their Representatives to be in violation of any obligation of confidentiality with respect to such information or (iii) was known by such Supporting Securityholder, its Affiliates, or its or their Representatives independent of, and prior to, its relationship with the Company and its Affiliates without making use of and without referencing any Confidential Information.

ARTICLE II

REPRESENTATIVE

Section 2.1 Appointment of the Seller Representative. Each Supporting Securityholder hereby irrevocably agrees to appoint the Seller Representative as its exclusive agent and attorney-in-fact, with full power of substitution, to act on its behalf in accordance with the terms of Section 7.5 of the Merger Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of each Supporting Securityholder. Each Supporting Securityholder hereby represents and warrants to the Parent as follows:

(a) Organization and Good Standing. Each Supporting Securityholder, if a legal entity, is duly formed, validly existing, and in good standing under the Applicable Laws of its incorporation or formation. Each Supporting Securityholder possesses the requisite power and authority to own, lease and operate its properties and to carry on its business as conducted by such Supporting Securityholder as of the date of this Agreement.

(b) Power and Authority. Each Supporting Securityholder has all requisite power and authority to execute and deliver this Agreement and each of the Support Documents and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by such Supporting Securityholder of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary action on the part of such Supporting Securityholder, and no other or further action or proceeding on the part of such Supporting Securityholder or its equity holders is necessary to authorize the execution and delivery by such Supporting Securityholder of this Agreement and the consummation by it of the transactions contemplated hereby. This Agreement has been, and each of the Support Documents will be at or prior to the Closing, duly and validly executed and delivered by each Supporting Securityholder and, assuming the due and valid authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each Support Document to which it is a party when so executed and delivered will constitute, the legal, valid and binding obligations of such Supporting Securityholder, enforceable against it in accordance with their terms and conditions, except as enforceability may be limited by bankruptcy laws, other similar Applicable Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

(c) Ownership. Each Supporting Securityholder is the record and beneficial owner of the Covered Securities. The Covered Securities and the certificates, if any, representing the Covered Securities owned by such Supporting Securityholder are now, and at all times during the term hereof will (subject to Section 1.6) be, held by such Supporting Securityholder, by a nominee or custodian for the benefit of such Supporting Securityholder, free and clear of all Encumbrances, except for any applicable restrictions on transfer under the Securities Act of 1933, as amended, applicable state securities laws, the Company's Organizational Documents or any other agreement to which such Supporting Securityholder is party relating to its ownership of Covered Securities (and which has been made available to Parent).

(d) No Conflicts. The execution, delivery and performance by each Supporting Securityholder of this Agreement and the consummation of the transactions contemplated hereby, do not: (i) violate or conflict with any provision of the Organizational Documents of such Supporting Securityholder; (ii) violate any Applicable Law or Governmental Order to which such Supporting Securityholder is subject; or (iii) conflict with, result in a breach

or violation of, constitute a default under, require a consent or waiver under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel, any material contract to which such Supporting Securityholder is a party in such a way that would be reasonably expected to prohibit or materially delay the consummation of the transactions contemplated by the Merger Agreement.

(e) Litigation. There is no Action pending or, to the knowledge of such Supporting Securityholder, threatened against such Supporting Securityholder at law or equity before or by any Governmental Authority that could reasonably be expected to impair or materially delay the performance by such Supporting Securityholder of its obligations under this Agreement or otherwise adversely impact such Supporting Securityholder's ability to perform its obligations hereunder.

(f) Acknowledgment. Each Supporting Securityholder understands and acknowledges that each of the Parent and the Merger Sub is entering into the Merger Agreement in reliance upon such Supporting Securityholder's execution and delivery of this Agreement.

ARTICLE IV **MISCELLANEOUS**

Section 4.1 Termination. This Agreement and all of its provisions shall terminate and be of no further force or effect upon the termination of the Merger Agreement in accordance with its terms. Upon termination of this Agreement, all obligations of the parties under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party shall have any claim against another (and no person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of this Agreement shall not relieve any party from liability arising in respect of any material breach prior to such termination. This ARTICLE IV shall survive the termination of this Agreement.

Section 4.2 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 4.3 CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) ANY SUIT, LEGAL PROCEEDING OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE BROUGHT AND DETERMINED EXCLUSIVELY IN THE DELAWARE COURT OF CHANCERY OF THE STATE OF DELAWARE;

PROVIDED, THAT IF THE DELAWARE COURT OF CHANCERY DOES NOT HAVE JURISDICTION, ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR ANY OTHER COURT OF THE STATE OF DELAWARE, AND EACH OF THE PARTIES HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. PROCESS IN ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF ANY SUCH COURT. SERVICE OF PROCESS WITH RESPECT THERETO MAY BE MADE UPON ANY PARTY TO THIS AGREEMENT BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS KEPT IN THE BOOKS AND RECORDS OF THE COMPANY AND, IN THE CASE OF THE PARENT AND THE MERGER SUB, AS SET FORTH IN SECTION 4.8.

(b) WAIVER OF TRIAL BY JURY. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, (INCLUDING THE FINANCING) IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 4.4 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of the Parent and the Seller Representative; provided, however, that the Parent or the Merger Sub may, without such consent, assign any of its rights or delegate any of its duties under this Agreement to any (a) Affiliate, (b) any purchaser of substantially all of the assets of the Parent or the Merger Sub or the surviving entity in any merger, consolidation, share exchange or reorganization involving the Parent or the Merger Sub, or (c) for collateral security purposes, lender providing financing to the Parent, the Merger Sub or any of their Affiliates; provided,

further, that any assignment or delegation in accordance with the preceding proviso shall not relieve Parent of any of its obligations hereunder.

Section 4.5 Specific Performance. The parties agree that irreparable damage will occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the chancery court or any other state or federal court within the State of Delaware, this being in addition to any other remedy to which such party is entitled at law or in equity.

Section 4.6 Amendment. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

Section 4.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 4.8 Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by nationally recognized overnight courier service or sent by email. Any such notice, request, demand, claim or other communication shall be deemed to have been delivered and given (a) when delivered, if delivered personally, (b) the Business Day after it is deposited with such nationally recognized overnight courier service or (c) the day of sending, if sent by email prior to 5:00 p.m. (Mountain time) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (Mountain time) on any Business Day or on any day other than a Business Day:

c/o Thoma Bravo, LLC
600 Montgomery Street, 20th Floor
San Francisco, CA 94111
Attention: Seth Boro
Chip Virnig
Andrew Almeida
Email: sboro@thomabravo.com
cvirnig@thomabravo.com
aalmeida@thomabravo.com

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
300 N. LaSalle Street
Chicago, IL 60604

Attention: Gerald T. Nowak, P.C.
Corey D. Fox, P.C.
Email: gerald.nowak@kirkland.com
corey.fox@kirkland.com

Section 4.9 Press Releases and Communications. No press release or public announcement related to the Merger Agreement or the transactions contemplated therein, or prior to the Closing any other announcement or communication to the employees, customers or suppliers of the Company or any of its Subsidiaries, will be issued or made by any party hereto without the joint approval of the Parent, the Company and the Seller Representative, unless required by Applicable Law (in the reasonable opinion of counsel), in which case the Parent, the Company and the Seller Representative will have the right to review such press release, announcement or communication prior to issuance, distribution or publication; provided that the foregoing will not restrict or prohibit the Company or any of its Subsidiaries from making any announcement to its employees, customers and other business relations to the extent the Company or such Subsidiary reasonably determines in good faith that such announcement is necessary or advisable. For the avoidance of doubt, the parties hereto acknowledge and agree that the Seller Representative and its Affiliates (except for the Acquired Companies) and each Supporting Securityholder and its Affiliates that are Institutional Investor Securityholders may (a) provide information about the subject matter of the Merger Agreement in connection with fundraising, marketing, informational, transactional or reporting activities at any time and (b) issue a press release or public announcement related to the Merger Agreement or the transactions contemplated thereby that does not disclose the non-public material terms thereof (other than transaction value) without the written consent of the Parent. Any disclosure permitted by this Section 4.9 shall not violate Section 1.8.

Section 4.10 Adjustments. In the event (a) of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company on, of or affecting the Covered Securities or (b) that any Supporting Securityholder shall become the beneficial owner of any additional Company Preferred Stock, Company Common Stock, Company Warrants or other equity securities, as applicable, then the terms of this Agreement shall apply to the Company Preferred Stock, Company Common Stock, Company Warrants and other equity securities, as applicable, held by such Supporting Securityholder immediately following the effectiveness of the events described in clause (a) or such Supporting Securityholder becoming the beneficial owner thereof as described in clause (b), as though, in either case, they were Covered Securities hereunder.

Section 4.11 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by facsimile or electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or scanned pages via electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties hereto. No party hereto shall raise the use of a facsimile machine

or email to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or email as a defense to the formation of a contract and each such party forever waives any such defense.

Section 4.12 Additional Matters. Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Supporting Securityholder have any responsibility or liability whatsoever relating to any breach by any other Supporting Securityholder of any representation, warranty, covenant or obligation contained in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Supporting Securityholder, the Parent and the Merger Sub have each caused this Agreement to be duly executed as of the date first written above.

SUPPORTING SECURITYHOLDERS:

Richard Bakos

Signature: *Richard Bakos*

By: **Email:** rbakos@gmail.com

Name: Richard Bakos

Title:

Date: Jun 26, 2018

PARENT:

TENACITY HOLDINGS, LLC

By:_____

Name:

Title:

MERGER SUB:

TENACITY MERGERSUB, INC.

By:_____

Name:

Title