ACTION BY WRITTEN CONSENT
IN LIEU OF A SPECIAL MEETING
OF THE STOCKHOLDERS OF
LOGRHYTHM, INC.

May 25, 2018

Pursuant to Section 228 of the Delaware General Corporation Law (the "***DGCL***") and the Bylaws (the "***Bylaws***") of LogRhythm, Inc., a Delaware corporation (the "***Company***"), the undersigned stockholders of the Company (the "***Stockholders***"), with respect to shares of the common stock, par value $0.00001 per share, of the Company (the "***Common Stock***"), and the preferred stock, par value $0.00001 per share, of the Company, which includes, collectively, the Company's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, and Series E-1 Preferred Stock (the "***Preferred Stock***" and together with the Common Stock, the "***Capital Stock***"), held by them and constituting (i) the holders of a majority of the shares of Capital Stock (on an as-converted to Common Stock basis) outstanding on the applicable record date, voting together as a single class; (b) the holders of at least 66 2/3% of the shares of Preferred Stock outstanding on the applicable record date, voting together as a single class on an as-converted to Common Stock basis; and (c) the holders of at least a majority of the then outstanding Series E Preferred Stock and Series E-1 Preferred Stock, voting together as a single class on an as-converted to Common Stock basis, hereby adopt and approve the following recitals and resolutions by their written consent without a formal meeting and without prior notice:

1. Adoption and Approval of Merger Agreement and Merger

WHEREAS, the Board of Directors of the Company (the "***Board***") was presented with that certain Agreement and Plan of Merger, attached hereto as Exhibit A (the "***Merger Agreement***"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement), by and among Tenacity Holdings, LLC, a Delaware corporation ("***Parent***"), Tenacity MergerSub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("***Merger Sub***"), the Company, and the Seller Representative named therein, whereby Merger Sub will merge with and into the Company, with the Company surviving the merger as the surviving corporation and a wholly owned subsidiary of Parent (the "***Merger***"); and

WHEREAS, pursuant to the Merger Agreement, among other things, certain securityholders of the Company (the "***Rollover Participants***") may contribute certain shares of capital stock of the Company (the "***Rollover Shares***") to Parent in exchange for equity of Parent;

WHEREAS, the Board has fully reviewed and considered the material terms and provisions of the Merger Agreement (including all exhibits and schedules attached thereto), and all agreements and instruments contemplated thereby and delivered pursuant thereto or in connection therewith, including the Commitment Letter, the Support Agreement, the Restrictive Covenant Agreements (collectively, the "***Related Agreements***"), and considered the transactions contemplated by the Merger Agreement and the Related Agreements, including, without limitation, the Merger; and

WHEREAS, each of the undersigned Stockholders (i) has been advised to consult with his, her or its own legal, tax and/or financial advisor(s) regarding the consequences to him, her or it of the Merger, the Merger Agreement and the execution of this Action by Written Consent; (ii) acknowledges that to the extent so desired, he, she or it has availed himself, herself or itself of such right and opportunity; (iii) has carefully reviewed the terms of the Merger and the Merger Agreement and deems it to be in the best interests of the Stockholders and the Company to adopt the Merger Agreement and to approve the

consummation of the Merger and the other transactions contemplated under the Merger Agreement and the Related Agreements pursuant to, and in accordance with, the terms agreed upon by the parties; and (iv) is competent and has the legal capacity to execute this Action by Written Consent and has executed this Action by Written Consent free from coercion, duress or undue influence; and

WHEREAS, pursuant to Section 144 of the DGCL, no contract or transaction between the Company and any other corporation, partnership, association, or other organization in which one or more of the officers or directors of the Company is an officer or director of, or has a financial interest in, (any such party is referred to herein individually as an "***Interested Party***," or collectively as "***Interested Parties***," and any such contract or transaction is referred to herein as an "***Interested Party Transaction***"), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee which authorized the Interested Party Transaction, or solely because the vote of any such director or officer is counted for such purpose, if: (i) the material facts as to the director's or officer's relationship or interest as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, (ii) the material facts as to the or officer's or director's relationship or interest as to the contract or transaction are disclosed or are known to the stockholders of the corporation entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of such stockholders, or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved, or ratified, by the Board or committee or the stockholders; and

WHEREAS, it has been disclosed or made known to the Stockholders that, as a stockholder of the Company and Rollover Participant, Adams Street 2008 Direct Fund, L.P., Adams Street 2009 Direct Fund, L.P. Adams Street 2010 Direct Fund, L.P. and Adams Street 2011 Direct Fund LP ("***Adams Street***") have a financial interest in the Merger and Jeffrey Diehl is a director of the Company and a director or officer or partner in, or has a financial interest in Adams Street, such that Mr. Diehl may be considered an Interested Party, and the Merger may be an Interested Party Transaction;

WHEREAS, it has been disclosed or made known to the Stockholders that, as a stockholder of the Company, Riverwood Capital Partners II (Parallel-B), L.P. and Riverwood Capital Partners II, L.P. ("***Riverwood***") have a financial interest in the Merger and Jeffrey T. Parks is a director of the Company and a director or officer or partner in, or has a financial interest in Riverwood., such that Mr. Parks may be considered an Interested Party, and the Merger may be an Interested Party Transaction;

WHEREAS, it has been disclosed or made known to the Stockholders that, as a stockholder of the Company, Access Venture Partners II, LP ("***Access***") has a financial interest in the Merger and V. Frank Mendicino III is a director of the Company and a director or officer or partner in, or has a financial interest in Access, such that Mr. Mendicino may be considered an Interested Party, and the Merger may be an Interested Party Transaction;

WHEREAS, it has been disclosed or made known to the Stockholders that, as a securityholder of the Company, Dick Williams has a financial interest in the Merger and Mr. Williams is a director of the Company, such that Mr. Williams may be considered an Interested Party, and the Merger may be an Interested Party Transaction;

WHEREAS, it has been disclosed or made known to the Stockholders that, as a securityholder of the Company, Chris Petersen has a financial interest in the Merger and Mr. Petersen is a director of the Company, such that Mr. Petersen may be considered an Interested Party, and the Merger may be an Interested Party Transaction;

WHEREAS, it has been disclosed or made known to the Stockholders that, as a securityholder of the Company and Rollover Participant, Andy Grolnick has a financial interest in the Merger and Mr. Grolnick is a director of the Company, such that Mr. Grolnick may be considered an Interested Party, and the Merger may be an Interested Party Transaction;

WHEREAS, it has been disclosed or made known to the Stockholders that, as a securityholder of the Company, Robert F. Lentz has a financial interest in the Merger and Mr. Lentz is a director of the Company, such that Mr. Lentz may be considered an Interested Party, and the Merger may be an Interested Party Transaction;

WHEREAS, it has been disclosed or made known to the Stockholders that, as a securityholder of the Company, Karen Blasing has a financial interest in the Merger and Ms. Blasing is a director of the Company, such that Ms. Blasing may be considered an Interested Party, and the Merger may be an Interested Party Transaction;

WHEREAS, in accordance with Section 144 of the DGCL and by his, her or its signature below, the undersigned Stockholders hereby acknowledge that: (i) all material facts as to the relationships or interests of certain directors and officers as to the transactions set forth in the preceding resolutions have been disclosed and are known to the undersigned Stockholders; (ii) the Company has negotiated the terms and conditions of the Merger Agreement, the Related Agreements and the transactions contemplated thereby in an arms-length transaction involving a third party; and (iii) such terms and conditions and such transactions are fair as to the Company as of the time authorized, approved and ratified by the Stockholders; and

WHEREAS, the undersigned Stockholders are aware of the material facts related to the Merger Agreement, the Related Agreements and the transactions contemplated thereby, including, without limitation, the Merger, and have had an adequate opportunity to ask questions regarding, and investigate the nature of and the relationships and/or interests of each person who may be deemed to be an interested party under Section 144 of the DGCL in connection with the Merger; and

WHEREAS, each of the undersigned Stockholders desires to adopt the Merger Agreement and approve the Merger and the other transactions contemplated by the Merger Agreement and the Related Agreements, including, without limitation, the consideration adjustments and indemnification provisions of the Merger Agreement and the provisions regarding the appointment of the Seller Representative to act on behalf of such Stockholder pursuant to the authority granted therein.

NOW, THEREFORE, BE IT RESOLVED, that the Merger Agreement be, and hereby is, adopted, approved, confirmed and ratified in all respects; and be it further

RESOLVED, that the consummation of the Merger and the other transactions contemplated by the Merger Agreement and the Related Agreements, upon the terms and subject to the conditions set forth in the Merger Agreement and the Related Agreements, be, and hereby are, approved, adopted, confirmed and ratified in all respects; and be it further

RESOLVED, that, the aggregate fair market value of the Rollover Shares (as defined in the Merger Agreement) of $50,000,000, with between $25,000,000 and $31,000,00 to be allocated to the Management Rollover Participants and a maximum of $20,000,000 to be allocated to the Non-Management Participants is hereby approved; and be it further

RESOLVED, that, without limitation of the foregoing, any and all transactions and agreements

contemplated by the Merger Agreement to which Stockholders are a party, including, without limitation, the Related Agreements to which Stockholders are a party, each subject to such changes and modifications as the officers of the Company may consider necessary or appropriate, are hereby approved, adopted, confirmed and ratified in all respects; and be it further

RESOLVED that, in accordance with Section 144 of the DGCL and by his, her, or its signature below, the Stockholders hereby acknowledge that: (i) all material facts as to the relationships or interests of certain directors and officers as to the transactions set forth in the preceding resolutions have been disclosed and are known to the undersigned Stockholders; (ii) the Company has negotiated the terms and conditions of the Merger Agreement, the Related Agreements and the transactions contemplated thereby in an arms-length transaction involving a third party; and (iii) such terms and conditions and such transactions are fair as to the Company as of the time authorized, approved and ratified by the Stockholders; and be it further

RESOLVED, that the undersigned Stockholders of the Company hereby waive any notice (including, without limitation, with respect to the form and timing of such notice) with respect to the Merger and the other transaction contemplated by the Merger Agreement to which such Stockholders may be entitled pursuant to the DGCL, the Company's Amended and Restated Certificate of Incorporation, as amended, as in effect as of the date hereof, the Bylaws or any agreements by and among the Company and any or all of such Stockholders; and be it further

RESOLVED, that the execution and delivery of the Merger Agreement by the officers of the Company in the name and on behalf of the Company be, and hereby is, approved and ratified; and be it further

RESOLVED, that the members of the Board be, and hereby are, authorized and directed to do or cause to be done any and all such acts and things as they may deem necessary or desirable for the performance in full of all obligations of the Company under the Merger Agreement, the Related Agreements and in connection with the consummation of the transactions contemplated thereby, including, without limitation, the Merger; and be it further

RESOLVED, that the prior actions taken by any member of the Board and any officer of the Company in connection with the transactions contemplated by the Merger Agreement, the Related Agreements and the transactions contemplated thereby, including, without limitation, the Merger, be, and hereby are, approved, adopted and ratified; and be it further

RESOLVED, that the filing of the Certificate of Merger with the Secretary of State of the State of Delaware pursuant to the terms of the Merger Agreement be, and hereby is, authorized and approved; and be it further

RESOLVED, that the members of the Board and any officer of the Company be, and they hereby are, authorized and directed to take or cause to be taken such other actions, and to execute such further agreements, documents and instruments, as may be necessary or appropriate to effect these resolutions and all other transactions contemplated hereby, and to carry out the intent and accomplish the purpose of the foregoing resolutions, and all such actions heretofore taken by such officers in connection herewith are hereby approved.

2. <u>Waiver of Appraisal and Dissenters' Rights</u>

RESOLVED, that each undersigned Stockholder, with respect only to himself, herself or itself, understands his, her or its rights under Delaware law with respect to the transactions contemplated by the Merger Agreement, the Related Agreements and the transactions contemplated thereby, including, without limitation, the Merger, including, without limitation, the right to appraisal rights under the DGCL, and hereby knowingly, freely and voluntarily votes in favor of the Merger Agreement, the Related Agreements and the transactions contemplated thereby, including, without limitation, the Merger, and waives any right to appraisal rights under the DGCL or any similar or other rights that the undersigned Stockholder may have in connection with the Merger.

3. Seller Representative

RESOLVED, that each undersigned Stockholder hereby authorizes and appoints Shareholder Representative Services LLC, a Colorado limited liability company, as the Seller Representative for the Securityholders for the purposes set forth in the Merger Agreement.

4. Terminated Agreements

RESOLVED, that, if and to the extent an undersigned Stockholder is a party to any of the agreements specified in Exhibit B hereto, such Stockholder hereby agrees to the termination of such agreements, such termination to be conditioned upon the consummation of the Merger and to be effective no later than the Effective Time.

5. General Resolutions; Effectiveness

RESOLVED, that, notwithstanding the foregoing resolutions, the Board may, at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware effecting the Merger, terminate the Merger Agreement and abandon the proposed Merger without further action by the Stockholders; and be it further

RESOLVED, that any and all prior acts or actions taken by any member of the Board and any officer of the Company that are within the authority granted hereby in connection with the Merger Agreement, the Related Agreements, the transactions contemplated thereby, including, without limitation, the Merger, or any of the foregoing resolutions, are hereby approved and ratified in all respects; and be it further

RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the members of the Board or any officer of the Company Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and be it further

RESOLVED, that each of the undersigned Stockholders has had the opportunity to ask representatives of the Company questions with regard to all the resolutions, agreements, consents and other provisions in this Action by Written Consent and that all such questions have been answered fully and to the satisfaction of such undersigned Stockholder, and such undersigned Stockholder has had a reasonable time and opportunity to consult with such undersigned Stockholder's financial, legal, tax and other advisors, if desired, before signing this Action by Written Consent; and be it further

RESOLVED, that each of the undersigned Stockholders acknowledges that Cooley LLP

represents the Company and Kirkland and Ellis LLP represents Parent and Merger Sub, and such law firms have not represented any Stockholder in connection with the Merger Agreement, the Related Agreements, the transactions contemplated thereby, including, without limitation, the Merger, or this Action by Written Consent; and be it further

RESOLVED, that such undersigned Stockholder has received and reviewed and understands the terms of the Merger Agreement (and all schedules and exhibits thereto) and the Related Agreements to which it is a party; and be it further

RESOLVED, that this Action by Written Consent shall be effective and binding on all Stockholders of the Company upon its execution by the undersigned Stockholders; and be it further

RESOLVED, that this Action by Written Consent may be executed in two or more counterparts, all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this consent on the date indicated below.

STOCKHOLDER:

Richard Bakos

Signature: Richard Bakos

By:

Email: rbakos@gmail.com

Date: Jun 26, 2018

Name: Richard Bakos

Title:

EXHIBIT A

Merger Agreement

EXHIBIT B

Terminated Agreements

1. Series A Preferred Stock Purchase Agreement, dated October 12, 2007, by and between the Company and the "Purchasers" named therein.

2. Series B Preferred Stock Purchase Agreement, dated as of March 17, 2009, by and between the Company and the "Purchasers" named therein.

3. Series C Convertible Preferred Stock Purchase Agreement, dated as of November 18, 2010, by and between the Company and the "Purchasers" named therein.

4. Series C-1 Preferred Stock Purchase Agreement, dated as of May 18, 2011, by and between the Company and the "Purchasers" named therein,

5. Series D Preferred Stock Purchase Agreement, dated as of June 15, 2012, by and between the Company and the "Purchasers" named identified therein.

6. Series E Preferred Stock Purchase Agreement, dated as of July 11, 2014, by and between the Company and the "Purchasers" named therein.

7. Series E-1 Preferred Stock Purchase Agreement, dated as of August 18, 2016, by and between the Company and the "Purchasers" named therein.

8. Fifth Amended and Restated Investors' Rights Agreement, dated as of August 18, 2016, by and between the Company and the "Investors" named therein.

9. Fifth Amended and Restated Right of First Refusal & Co-Sale Agreement, dated as of August 18, 2016, by and among the Company, the "Investors", and the "Co-Sale Holders" named therein.

10. Fifth Amended and Restated Voting Agreement, dated as of August 18, 2016, by and between the Company, the "Investors", and the "Common Holders" named therein.

11. Amended and Restated Right of First Refusal & Co-Sale Agreement, dated March 17, 2009, by and among LogRhythm, Inc., the Investors and the Co-Sale Holders.

12. Second Amended and Restated Right of First Refusal & Co-Sale Agreement, dated November 18, 2010, by and among LogRhythm, Inc., the Investors and the Co-Sale Holders.

13. Third Amended and Restated Right of First Refusal & Co-Sale Agreement, dated June 15, 2012, by and among LogRhythm, Inc., the Investors and the Co-Sale Holders.

14. Fourth Amended and Restated Right of First Refusal & Co-Sale Agreement, dated July 11, 2014, by and among LogRhythm, Inc., the Investors and the Co-Sale Holders.

15. Fifth Amended and Restated Right of First Refusal & Co-Sale Agreement, dated August 18, 2016, by and among LogRhythm, Inc., the Investors and the Co-Sale Holders.

16. Fourth Amended and Restated Stockholders' Agreement, dated as of July 2, 2012, by and among the Company, the "Investors" named therein, and the "Principals" named therein, as amended by Amendment to Fourth Amended and Restated Stockholders' Agreement, dated as of December 9, 2014, by and among the Company, the "Existing Investors" named therein, and the "Principals" named therein. In addition, the Company and Well Ventures, LLC entered into a Waiver to Fourth Amended and Restated Stockholders' Agreement, dated as of October 16, 2017.

17. Management Rights Letter, dated as of July 11, 2014, by and among the Company, Riverwood Capital Partners II, L.P. and Riverwood Capital Partners II (Parallel-B) L.P.

18. Management Rights Letter Agreement, dated as of March 18, 2011, by and between the Company and Adams Street 2008 Direct Fund, L.P.

19. Management Rights Letter Agreement, dated as of March 18, 2011, by and between the Company and Adams Street 2009 Direct Fund, L.P.

20. Management Rights Letter Agreement, dated as of March 18, 2011, by and between the Company and Adams Street 2010 Direct Fund, L.P.

21. Management Rights Letter Agreement, dated as of March 18, 2011, by and between the Company and Adams Street 2011 Direct Fund, L.P.

22. Management Rights Letter, dated as of November 18, 2010, by and between the Company and Grotech Partners VII, L.P.

23. Management Rights Letter Agreement, dated as of March 17, 2009, by and between the Company and Grotech Partners VII, L.P.

24. Letter Agreement, dated March 17, 2009, by and between LogRhythm, Inc. and Grotech Partners VII, L.P.

25. Letter Agreement, dated November 18, 2010, by and between LogRhythm, Inc. and Grotech Partners VII, L.P.

26. Letter Agreement, by and among LogRhythm, Inc., Riverwood Capital Partners II, L.P. and Riverwood Capital Partners II (Parallel-B) L.P.