



ACKNOWLEDGEMENT OF RESALE TERMS

This document creates a binding contract (the "Agreement") between ScienceLogic, Inc. ("ScienceLogic"), a Delaware corporation having offices at 11955 Democracy Drive, Suite 1300, Reston, Virginia 20190 USA, and the entity identified as "Reseller" below ("Reseller" or "You"). This Agreement is subject to the ScienceLogic Standard Resale Terms and Conditions (the "Resale Terms"), and the Resale Terms are an integral part of this Agreement as if fully set forth herein. You acknowledge that, prior to signing this Agreement, you have been provided a copy of the Resale Terms and that, if desired, you have also had opportunity to seek the advice of counsel. By signing this Agreement, you are agreeing to be bound by the Resale Terms. Reseller and ScienceLogic may each be referenced as a "Party" throughout this Agreement, or together they may be referenced as the "Parties."

The Resale Terms alone do not obligate you to purchase any products or services from ScienceLogic, nor do they obligate ScienceLogic to sell or provide any products or services. In order to purchase any particular products and/or services from ScienceLogic, you understand that you must also countersign a ScienceLogic quote or execute a separate purchase order or similar document, in a form acceptable to ScienceLogic, that (i) references the applicable ScienceLogic quote; (ii) identifies the specific products and services being purchased, (iii) sets forth any additional or different terms and conditions that apply to such purchase, and (iv) expressly states that it is subject to this Agreement and/or the Resale Terms (a "Purchase Order"). By issuing a Purchase Order, you are agreeing to purchase the products and services identified therein, subject to any additional terms and conditions therein. In the event any Purchase Order between ScienceLogic and you conflicts with the Resale Terms, the Purchase Order will govern, but only if mutually signed and only with respect to the particular transaction that is subject to that Purchase Order; otherwise the Resale Terms will govern such conflict. No Purchase Order will become effective until it has been accepted by ScienceLogic in any manner permitted by the Resale Terms.

This Agreement will become effective and binding upon Customer and ScienceLogic on the date as of which both Parties has signed it (the "Effective Date").

Reseller: <i>(Insert Reseller's proper corporate name.)</i>		
Reseller Address: <i>(Insert the address to which notices may be sent to Customer.)</i>		
Primary Reseller Contact:	Phone:	Email:
<i>(Insert contact information for the individual whom Reseller initially designates to manage its account relationship with ScienceLogic.)</i>		
Billing Contact:	Phone:	Email:
<i>(Insert contact information for the individual or department to which ScienceLogic should address invoices and billing-related communications.)</i>		
Billing Address: <i>(Insert the address to which invoices should be sent, if different than Reseller's address stated above.)</i>		
Special Billing Instructions (if any):		

Notices to ScienceLogic shall be sent to: ScienceLogic, Inc., c/o Office of General Counsel, 11955 Democracy Drive, Suite 1300, Reston Virginia 20190. Any Notices delivered to Reseller shall be sent to the Reseller address listed in the table above.

By signing below, each Party signifies its intent to be legally bound by the provisions of this Agreement.

On behalf of
RESELLER: _____
(Insert full corporate name of Reseller.)

On behalf of
SCIENCELOGIC, INC.

By (Signature): _____

By (Signature): _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Date: _____

Date: _____



Standard Resale Terms and Conditions¹

These ScienceLogic Standard Resale Terms and Conditions (the “*Resale Terms*”) govern the contractual relationship between ScienceLogic, Inc. (“*ScienceLogic*”) and the person or entity identified as the reseller (or similar term) in any contract with ScienceLogic which states that it is subject to these Resale Terms (the “*Reseller*”). These Resale Terms may be accepted by Reseller in any manner indicating Reseller’s agreement to be bound by them. For example, Reseller may sign a printed contract with ScienceLogic that incorporates these Resale Terms by reference, or Reseller may enter into an agreement with ScienceLogic entirely or partially using an online process through which Reseller indicates its assent to the Resale Terms. Collectively, these Resale Terms, any Sales Order or similar document pursuant to which Reseller submits a request to purchase ScienceLogic Products, and any cover page or similar document mutually executed by the Parties that adopts and incorporates these Resale Terms may be referenced as the “*Agreement*.”

1. Defined Words and Phrases. Certain capitalized words and phrases used throughout these Resale Terms, if not otherwise defined where they appear, have the meanings set forth in Attachment 1 to these Resale Terms.

2. General Scope of Agreement

2.1 Appointment as Reseller. ScienceLogic hereby appoints Reseller as an authorized reseller in the Market for all Products purchased under this Agreement, and Reseller accepts such appointment.

2.2 Non-Exclusivity. Reseller acknowledges that its status as a Reseller for ScienceLogic is nonexclusive, and ScienceLogic may appoint additional resellers, sales representatives, agents, or distributors for the Products, even within the Market, and may sell any of the Products directly to any customer within the Market.

2.3. Participation By Reseller’s Affiliates. Any Reseller Affiliate may participate in the arrangements contemplated by this Agreement, as if the Affiliate were also the “Reseller” hereunder, by expressly agreeing in writing, in a form acceptable to ScienceLogic, to be subject to the terms hereof (such writing, an “*Adoption Agreement*”). Upon ScienceLogic’s receipt and counter-execution of an Adoption Agreement regarding a particular Reseller Affiliate, that Affiliate will thereafter be considered a “*Participating Affiliate*” for purposes of this Agreement. ScienceLogic reserves the right to deny participation by particular Affiliates or to condition its approval on terms to be set forth in the applicable Adoption Agreement. Participating Affiliates shall have the right to make purchases and exercise all rights of Reseller under this Agreement, such that the Participating Affiliate shall be responsible and liable for its own compliance with the terms of this Agreement, including, without limitation, payment of all fees and liabilities arising from its purchases hereunder, as if a separate contract identical to this Agreement were formed between ScienceLogic and the Participating Affiliate. Notwithstanding the foregoing, all rights of the Participating Affiliate shall terminate upon expiration or termination of this Agreement, and this Agreement may be terminated in its entirety by ScienceLogic pursuant to Section 8.2 by reason of any uncured breach by the Participating Affiliate. Subject to the foregoing, Reseller acknowledges and agrees that it shall remain responsible for the acts and omissions of its Affiliates related to this Agreement, as if such acts and omissions were Reseller’s own, unless and until a particular Affiliate agrees to be bound by this Agreement and to responsible for its own compliance herewith pursuant to an Adoption Agreement.

2.4 Third-Party Resellers. Reseller may not appoint third-party resellers or sub-distributors without ScienceLogic’s prior written consent. In the event ScienceLogic does provide such consent with respect to any particular third-party reseller(s), Reseller shall require such third-party resellers of the Products (including, without limitation, any corporate Affiliates acting as resellers) to execute a

binding, written contract pursuant to which the applicable third party agrees to act consistent with this Agreement. Accordingly, subject to Section 2.3 with respect to Participating Affiliates, Reseller will be solely responsible for any acts or omissions of such third parties that, if undertaken by Reseller, would constitute a breach of this Agreement, to the full extent and as if such acts or omissions were Reseller’s own. Upon termination of this Agreement, Reseller shall cause to terminate any agreement with any such third-party to the extent such agreement authorizes resale or distribution of Products. Reseller shall be responsible for all compensation payable to such third-party resellers. Any third-party resellers appointed or otherwise engaged by Reseller in compliance with this Section 2.4 shall be referenced as an “*Authorized Third-Party Reseller*.”

2.5 Market Restrictions. Reseller agrees to promote and resell Products only within the Market, except as may otherwise be approved in writing by ScienceLogic on a case-by-case basis. Accordingly, Reseller agrees not to actively market or resell Products or deliver or distribute Software to any location outside the Market, nor for use by Customers outside the Market, provided that the foregoing restrictions shall not apply to the extent such restrictions are not enforceable under applicable law, nor shall they apply in the limited, individual instances, if any, when ScienceLogic has provided its prior written approval to promote or resell the Products outside the Market. For sake of clarity, sales by Reseller to an Authorized Third-Party Reseller in accordance with this Agreement will not violate the foregoing restriction. Reseller agrees that any violation of the limitations in this Section 2.5 shall constitute a material breach of this Agreement, and ScienceLogic shall have the right terminate this Agreement immediately upon written notice in the event of any such breach. Notwithstanding the foregoing, the Parties acknowledge that ScienceLogic may, in its discretion, grant waivers of the restrictions set forth in this Section 2.5 on a case-by-case basis, if such waiver is set forth in a signed writing.

2.6 Independent Contractor Status. Reseller and ScienceLogic are independent contractors. Reseller understands and acknowledges that this is not an agency agreement, and Reseller has no right or authority to act or purport to act as ScienceLogic’s sales agent or its agent for any purpose whatsoever. Nothing in this Agreement shall constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Without limiting the foregoing, neither Party shall be considered an agent or legal representative of the other for any purpose, and neither Party nor any of their respective directors, officers, agents, or employees shall be considered an agent or employee of the other. Neither Reseller nor ScienceLogic has authority to assume or create any obligation or responsibility on behalf of the other or in the other’s name, and neither Party shall attempt to do so.

2.7 Limited Non-compete. During the term of this Agreement, as a material inducement to ScienceLogic to enter this Agreement, Reseller agrees not to develop, market, promote, offer for sale,

¹ NOTE: This template is intended for use with partners who will act SOLELY as a reseller of ScienceLogic’s software licenses (including SL1™ & Restorepoint™), SaaS services, support services and/or professional services in a “single-tier” arrangement (i.e., the reseller will not be required to purchase through ScienceLogic’s distributor). This template should not be used for partners who will act as managed service providers (i.e., as USERS of the software, internally, as a tool for providing monitoring services to the partner’s third-party customers). For partners acting solely managed service providers, or who are acting as both resellers and managed services providers, please consult with ScienceLogic’s legal department to identify the appropriate contract templates that are designed specifically for such arrangements.

offering for license, or distribute, any product that competes directly or indirectly with the Products or the Software, as reasonably determined by ScienceLogic.

3. Ordering Process; Shipment and Delivery

3.1 Order Placement.

(a) Reseller shall submit Purchase Orders to ScienceLogic for the purchase of any Products or Services identified therein. Purchase Orders may be submitted in writing or by any mutually agreed means (e.g., electronic data interchange). Each such Purchase Order shall expressly identify a valid ScienceLogic Quote or shall otherwise expressly identify the applicable Product(s) and/or Services, the quantities to be purchased, the applicable negotiated price(s) payable by Reseller, and, where applicable, the identity of the Customer to whom Reseller intends to resell the Products and Services requested thereunder. If the Purchase Order relates to a sale through an Authorized Third-Party Reseller, the Purchase Order shall identify the Authorized Third-Party Reseller as well as the anticipated end Customer.

(b) No Purchase Order shall be binding upon ScienceLogic unless accepted by ScienceLogic; ScienceLogic may accept a Purchase Order only by countersigning and returning to Reseller a copy of the applicable Purchase Order, by sending express written notice of acceptance to Reseller (for which purpose an express statement of acceptance via email shall suffice), or by commencing delivery of the Products or Services requested under the applicable Purchase Order (*i.e.*, delivery of License Keys for Software). A Purchase Order will not otherwise be deemed to have become binding upon ScienceLogic merely by ScienceLogic's inaction or the passage of time. All accepted Purchase Orders constitute binding commitments by Reseller to purchase the Products and Services contemplated therein, at the price(s) indicated therein, to be delivered in accordance with the requirements of this Agreement.

(c) In the event of a conflict between the terms of a valid ScienceLogic Quote and the terms of this Agreement, the Quote will govern, but only with respect to the Products and Services identified therein. However, in the event of a conflict between the terms of a Purchase Order and the terms of this Agreement, this Agreement shall govern unless the Purchase Order is mutually executed, expressly identifies the applicable provision of this Agreement, and expressly states the Parties' intent to supersede that provision for purposes of that Purchase Order. No pre-printed or boilerplate terms of any Purchase Order shall have any binding effect.

3.2 Demonstration Licenses. Reseller may submit Purchase Orders for Products to be used by Reseller itself for purposes of demonstration to prospective Customer, provided (i) Reseller hereby acknowledges that use of all ScienceLogic Software and ScienceLogic SaaS offerings remain subject the applicable Customer Agreement; (ii) Software licenses purchased by Reseller for demonstration purposes ("*Demo Licenses*") and SaaS subscriptions purchased by Reseller for demonstration purposes ("*Demo SaaS Accounts*") must be expressly identified as such in the applicable Purchase Order; and (iii) Reseller acknowledges that Demo Licenses and Demo SaaS Accounts are not intended for resale, and Reseller agrees not to resell any of the foregoing with ScienceLogic's express written consent.

3.3 Additional Services; Support.

(a) Reseller understands that some ScienceLogic Services are standardized (e.g., a person-day of on-site standard Software training) and may be purchased simply by referencing the applicable SKU in a Purchase Order. However, the Parties anticipate that they may from time to time desire to enter arrangements whereby Reseller purchases Services from ScienceLogic for resale to Customers, including, by way of example, Services in the nature of assistance with installation and configuration of Products within Customers' environments, or Services in the nature of custom training arrangements for particular Customers. ScienceLogic agrees to provide the Services required by each mutually executed Statement of Work. Each Statement of Work shall become effective when it has been signed by authorized representatives of both

Parties, and neither Party will have any obligations under a Statement of Work until mutually executed.

(b) Reseller acknowledges that, pursuant to the terms of ScienceLogic's Customer Agreement, each Customer is entitled to receive ScienceLogic's standard maintenance and support services throughout the duration of the Customer's Product licenses or SaaS subscription, as such policies as published and updated from time to time at www.sciencelogic.com. As between the Parties, Reseller shall have no obligation to offer or provide support services to any Customer, and, unless otherwise subsequently agreed in writing between the Parties, ScienceLogic shall have no maintenance or support obligations under this Agreement except as stated in this paragraph.

3.4 Sales Incentive Programs. Reseller understands that ScienceLogic may from time to time implement various programs and policies to create additional incentives for its resellers to achieve greater sales of Products and Services. By way of example, ScienceLogic may offer incentive programs whereby a reseller would receive certain benefits, such as preferable pricing, if a particular participating reseller is the first to register a specific prospective Customer. Any such program that is offered generally to ScienceLogic's resellers and other channel partners shall be documented by ScienceLogic, including the period during which the program will remain in effect and the terms of participation therein (such documented programs, "*Incentive Programs*"). So long as Reseller remains in full compliance with this Agreement, Reseller may participate in all such Incentive Programs. Reseller acknowledges that ScienceLogic shall have sole authority to set the criteria for such Incentive Programs and to evaluate Reseller's performance thereunder. ScienceLogic reserves the right to modify or withdraw Incentive Programs at any time.

3.5 Methods of Delivery. Reseller acknowledges that all Software shall be delivered electronically. Promptly following mutual acceptance of any Purchase Order for Software, ScienceLogic will provide to Reseller (or, at Reseller's direction, directly to the end Customer) instructions how to download the Software from ScienceLogic's designated servers. Reseller acknowledges that all ScienceLogic Software, once downloaded and installed, requires activation via a License Key, also to be provided by ScienceLogic, in order to enable such Software to function according to the scope and duration of the applicable license purchased, in each case as indicated in the applicable Purchase Order. For each Software license purchased by Reseller, ScienceLogic shall also provide to Reseller information instructing Reseller (or, at Reseller's direction, the end Customer), how to download the applicable License Key from ScienceLogic's servers. Reseller agrees that, as between the Parties, it shall be responsible for ensuring that such License Keys (or download instructions) are received by the applicable Customers. Delivery of Software shall be deemed complete upon download of the Software's installable files and applicable License Key. Reseller acknowledges that no Purchase Order may be cancelled by Reseller once it has been accepted by ScienceLogic, and delivery of licensed Software may not be rescheduled.

3.6 Inspection and Acceptance; Returns Management. Reseller acknowledges that ScienceLogic's standard Customer Agreement may include provisions pursuant to which the Customer has reasonable opportunity to inspect and accept Software within a commercially reasonable period following delivery. As between Reseller and ScienceLogic, however, all Software Products are deemed accepted upon delivery. In the event that any Customer, acting within its rights under a valid contract between ScienceLogic and such Customer, determines not to accept a particular Software Product, ScienceLogic shall, in its discretion, either repair, replace or accept return of the applicable Software. If ScienceLogic elects to accept return of the Software and provide a refund to the Customer, it shall so notify Reseller, in which event Reseller shall (i) accept return of the Software directly from the Customer, or confirm deletion/destruction of the same; (ii) refund in full to the Customer all license fees having been paid to Reseller for the applicable license; and (iii) submit to ScienceLogic an invoice for the amount having been paid by Reseller to ScienceLogic for the returned

Software. ScienceLogic agrees to pay the applicable invoice within thirty (30) days of receipt or to issue a credit for the invoiced amount against fees payable by Reseller. For avoidance of doubt, in no event will Reseller process any return or grant any refund for Products without ScienceLogic's express written instruction. However, Reseller shall promptly notify ScienceLogic upon Reseller's receipt of any Customer request for a refund or similar request.

4. Price and Payment Terms; Reports and Audits

4.1 Prices Generally. In consideration for all Products and Services purchased under this Agreement, Reseller agrees to pay the applicable price(s) indicated in the applicable Purchase Orders or Statements of Work. Each Purchase Order or Statement of Work may reference a valid ScienceLogic Quote or may state the price negotiated for purchase of that particular Purchase Order or Statement of Work.

4.2. U.S. Currency. All prices set forth in ScienceLogic Quotes are express in U.S. Dollars. Unless otherwise agreed in writing from time to time, payments shall be made in U.S. dollars, in immediately available funds, by wire to the U.S. bank account designated by ScienceLogic from time to time.

4.3 Invoice and Payment; Credit Terms. Unless otherwise indicated in the applicable Purchase Order or Statement of Work, ScienceLogic shall submit its invoice for Products at the time of delivery and its invoices for Services on a monthly basis in arrears. Reseller agrees to pay all invoices in full, without offset or deduction, no later than the date which is thirty (30) days following the date of invoice. ScienceLogic reserves the right not to accept Purchase Orders based on its evaluation of Reseller's credit, and ScienceLogic shall, upon providing notice, have the right to require advance payment upon any particular Purchase Order (and/or the right to insist upon payment of outstanding amounts due and payable) as a condition of accepting such Purchase Order. For avoidance of doubt, Reseller agrees that it alone shall bear the risk of non-payment by any Customer of Reseller or any Authorized Third-Party Reseller, and Reseller's payments shall be due in accordance with this Section 4 notwithstanding any non-payment by any third party.

4.4 Sales Taxes, Export and Other Charges. Pricing does not include sales or use taxes, nor, if Products or Services are to be delivered by ScienceLogic to points outside the continental United States, the cost of export duties, licenses, and fees. Such items shall appear as separate items on ScienceLogic's invoices and shall be payable by Reseller in addition to prices applicable to the Products, Services, and related shipping charges. Reseller will be responsible for and will indemnify and hold ScienceLogic harmless from payment of all taxes (other than taxes based on ScienceLogic's income), fees, duties and other governmental charges, and any related penalties and interest, arising from the payment of prices to ScienceLogic under this Agreement or the sale or delivery of Products or Services to Reseller. Reseller will make all payments to ScienceLogic free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to ScienceLogic will be Reseller's sole responsibility, and Reseller will provide ScienceLogic with official receipts issued by the appropriate taxing authority, or such other evidence as the ScienceLogic may reasonably request, to establish that such taxes have been paid. In the event that Reseller is required by law to withhold any taxes from its payments hereunder, the applicable prices subject to such taxes shall be deemed adjusted such that, after deducting such amounts required to be withheld, the remainder paid to ScienceLogic shall equal the applicable amounts set forth in the applicable Purchase Order.

4.5 Resale Pricing. Reseller shall have the right, in its sole discretion, to establish the prices at which it sells Products directly to Customers or to Authorized Third-Party Resellers, subject to Section 5 below and provided that such terms are consistent with this Agreement. ScienceLogic shall from time to time inform Reseller of ScienceLogic's non-binding, suggested resale/retail pricing for Products.

4.6 Reports and Audits. If this Agreement requires Reseller to pay any amounts that must be calculated by Reseller, Reseller agrees to keep accurate written records with detail sufficient to enable later confirmation that all such payments have been accurately calculated. Reseller agrees to keep those records in a manner that is consistent with generally accepted accounting principles and will retain the records until the second anniversary of the expiration or termination of this Agreement. At any time during the term of this Agreement and prior to the second anniversary of the expiration or termination hereof, ScienceLogic or its designated representatives will have the right, during normal business hours and upon at least ten (10) business days' prior notice, to inspect Reseller's facilities and audit Reseller's records relating to Reseller's activities pursuant to this Agreement in order to verify that Reseller has paid to ScienceLogic the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at ScienceLogic's expense, unless the audit reveals that Reseller has underpaid the amounts owed to ScienceLogic by five percent (5%) or more during the audited period, in which case Reseller will reimburse ScienceLogic for all reasonable costs and expenses incurred by ScienceLogic in connection with such audit. ScienceLogic shall promptly pay to ScienceLogic any amounts shown by any such audit to be owing, plus interest at 12% per annum. Such audits will be conducted no more than once in any six (6)-month period.

4.7 Acknowledgment of Adequate Consideration. Reseller agrees that ScienceLogic owes no payments to Reseller at any time as a result of this Agreement (except in certain limited circumstances related to Customer refunds, as expressly provided herein). Reseller further agrees that, upon termination of this Agreement at any time and for any reason, it will not be entitled to claim indemnity or compensation in any amount in connection with ScienceLogic's future sales, including, without limitation, future sales in the Market, provided that, if the preceding clauses of this sentence may not be enforced, Reseller waives any such right to claim indemnity or compensation. If such right may not be waived under applicable law, Reseller agrees that the amounts that might otherwise be claimed by it would be speculative and difficult to calculate, and accordingly, in consideration for the avoidance of costs involved with negotiating or ascertaining such proper calculation, Reseller agrees to accept the sum of One Hundred Dollars (U.S. \$100.00) in lieu of such claim.

5. Product Marketing and Resale

5.1 Construction of Terms. Notwithstanding any provision of this Agreement to the contrary, the Parties acknowledge that all Software provided under this Agreement is licensed, not sold, and terms such as "purchase" or "resale" shall be construed as references to the purchase or resale of such licenses. In the event that any Purchase Order or similar document identifies any Software as a product to be purchased or sold under this Agreement, the Parties agree that the same shall be interpreted to mean that a license for such Software is intended as the product.

5.2 ScienceLogic Customer Agreements. Reseller acknowledges that all Software licenses and SaaS subscriptions purchased under this Agreement are provided subject to ScienceLogic's applicable standard form of Customer Agreement, which establishes a contractual licensing relationship directly between ScienceLogic and the end Customer. Reseller shall advise all Customers that the Products are subject to the applicable Customer Agreement as specified by ScienceLogic from time to time.

5.3. General Marketing Obligations. Reseller shall, at its own expense, exercise its best efforts to market the Products to prospective Customers in the Market, including, by way of example, by means of establishing relationships with qualified leads, by holding meetings with them and by correspondence and other regular communications with them, by trade show attendance, advertising, and such other measures as are customary in the industry and reasonable in the good faith exercise of Reseller's professional business judgment.

5.4 Professional Standards. Reseller acknowledges and agrees that ScienceLogic derives substantial value from the goodwill

associated with its Products and Services. Reseller shall undertake all measures necessary to ensure that its marketing and promotional activities hereunder conform to industry standards of professionalism and fair practices, and Reseller understands that ScienceLogic shall have the right to terminate this Agreement, pursuant to Section 8.3, in the event that ScienceLogic determines that Reseller has failed to meet the foregoing standards.

5.5 Use of ScienceLogic's Brand. Reseller shall promote the ScienceLogic brand in the Market and shall display the ScienceLogic Marks in its marketing and advertising of the Products and Services. ScienceLogic hereby grants to Reseller a limited, non-exclusive license to display the ScienceLogic's Marks (defined below), solely during the term of this Agreement, and solely in reference to the ScienceLogic and/or in association with ScienceLogic's products and services. Reseller shall use and display the Marks only in accordance with ScienceLogic's published brand guidelines, which are available for review at www.sciencelogic.com/about/brand. Reseller shall provide representative samples of its uses of the Marks upon ScienceLogic's request from time to time. The Reseller may not use ScienceLogic's Marks in any manner that suggests corporate affiliation between the Parties, that indicates sponsorship or endorsement of Reseller or Reseller's offerings by ScienceLogic, or that might reasonably create confusion in the marketplace regarding the source or origin of any Products or Services. Reseller may not modify the Marks, combine the Marks with other trademarks or service marks, or attempt to register the Marks in Reseller's name in any jurisdiction. Reseller acknowledges that all goodwill arising in the Marks shall inure solely to ScienceLogic. For purposes of the foregoing, the term "Marks" means the particular trademark(s) and/or service mark(s) used by ScienceLogic in relation to the Products and Services sold under this Agreement and that ScienceLogic specifies in writing for use by Reseller pursuant to this Agreement.

5.6 Forecasting. Not later than the tenth (10th) calendar day of each calendar quarter during the term of this Agreement, Reseller shall provide to ScienceLogic a non-binding, good faith forecast of its anticipated demand for Products and Services over the then-current calendar quarter and over the course of the three (3) next following calendar quarters. Reseller shall include in each such forecast details regarding its then-current pipeline for resales of the Products and Services, including the identity of prospective Customers, estimated sales volume for each, and estimated timing for sales to each. Reseller shall similarly require each Authorized Third-Party Reseller to prepare and provide such forecasts containing the same level of detail, and Reseller shall aggregate such forecasts into the forecast which it provides to ScienceLogic.

5.7 Certain Restrictions.

(a) Reseller shall make no representations and warranties related to the Products that are inconsistent with ScienceLogic's Customer Agreement. Reseller will provide notice to ScienceLogic if at any time Reseller becomes actually aware that the Customer is in breach of the Customer Agreement.

(b) Reseller acknowledges that the Software and its structure, organization and source code constitute valuable trade secrets of ScienceLogic and its suppliers, and certain features of the Software may be subject to one or more patents or patent applications of ScienceLogic and/or its suppliers. Reseller further acknowledges that (i) nothing in this Section 5 grants to Reseller or to any Customer any license to use the Software, (ii) any such license must be purchased pursuant to a Purchase Order, and all Software licenses require activation via a License Key to be provided by ScienceLogic as contemplated in the applicable Purchase Order. Reseller acknowledges that use of the Software (1) will be limited in duration to the time period activated by the applicable License Key, and (2) may additionally be limited regarding the scope of authorized usage, in each case as such time period or scope limitations are indicated in the applicable Purchase Order.

(c) Reseller agrees not to (i) modify, adapt, translate, or create derivative works based upon the Software; (ii) merge the Software

with other software; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software. Reseller must not remove, alter, or obscure in any way any proprietary notices (including copyright notices) of ScienceLogic or its suppliers on or within any copies of the Software and any related user documentation furnished by ScienceLogic to Reseller.

(d) ScienceLogic and its suppliers retain title in all worldwide Intellectual Property Rights that are embodied in, or practiced by, the Products, the Software, and the User Documentation. Nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license under any of ScienceLogic's existing or future patents.

5.8 U.S. Federal Government Sales Terms. Notwithstanding Section 5.2, in the event that Reseller desires to resell ScienceLogic Products and/or Services directly or indirectly to the United States Government or any agency or instrumentality thereof, the Parties acknowledge that applicable procurement regulations may require the inclusion of certain flow-down provisions in the terms that apply to such transactions. Accordingly, the Parties agree that (i) the ScienceLogic U.S. Government Addendum to Standard Terms shall be provided to Government end customers as an addendum to the applicable Customer Agreement, unless otherwise mutually agreed on a case-by-case basis, and (ii) the Parties shall cooperate in good faith promptly to identify necessary flow-down provisions required in the terms of agreement between Reseller and ScienceLogic with respect to each applicable transaction, which provisions shall be incorporated into the applicable ScienceLogic Quote or the applicable Reseller Purchase Order as necessary.

6. Confidentiality

6.1 Basic duties regarding Confidential Information.

(a) For purposes of this Agreement, "*Confidential Information*" means data or information in any form disclosed by one Party to the other Party by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing Party or are otherwise subject to legal rights that give the disclosing Party, independent of contract, a right to control use and/or disclosure of the data and information. As a non-exhaustive list of examples, Confidential Information includes information regarding a Party's financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties, and information tending to embarrass the disclosing Party or tending to tarnish its reputation or brand. To be clear, however, information in this list of examples is only considered Confidential Information for so long as it has not been made known to the general public by the disclosing Party or through the rightful actions of a third party, and only for so long as the information holds value, as reasonably determined by the disclosing Party, by virtue of remaining confidential. Information may be Confidential Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax, or telephone. With regard to information that one Party discloses to the other, the disclosing Party is the "Owner," and with regard to information it receives from the other, it is the "Recipient." The Recipient agrees not to disclose or permit access to the Owner's Confidential Information, except to the Recipient's employees and agents who are informed of the confidential nature of the Confidential Information and who have agreed in writing or who are otherwise legally bound to treat the Owner's Confidential Information in a manner consistent with Recipient's duties under this Agreement. The Recipient will not use the Owner's Confidential Information except (i) as necessary to perform the Recipient's duties under this Agreement; and (ii) in any other manner that this Agreement expressly authorizes. Even after termination or expiration of this Agreement, the Recipient will continue to treat Confidential Information received from the other

Party in accordance with this Agreement, for so long as the information fits the definition of "Confidential Information," or until use and disclosure of the information would no longer be restricted even if this Agreement remained in full force.

(b) The Recipient's duties under this section will apply only to (i) information which is marked to clearly identify it as the Owner's Confidential Information, or, if disclosed orally, which is identified as Confidential Information both at the time of disclosure and thereafter in a writing delivered by the Owner within a reasonable time; and (ii) information which, due to its nature or the circumstances surrounding its disclosure, any reasonable person would be compelled to conclude is intended by the Owner to be considered confidential and proprietary for purposes of this Agreement.

6.2 Exceptions to confidentiality obligations. Even if some information would be considered Confidential Information according to the definition stated in this Agreement, the Recipient will have no duties regarding that information if (i) the Recipient develops the same information without any use of information obtained from the Owner; or (ii) the Recipient rightfully obtains the information from some third party, without restrictions on use and disclosure, but only if the Recipient has no knowledge that the third party's provision of that information is wrongful; or (iii) the information is made available to the general public without any direct or indirect fault of the Recipient.

6.3 Compliance with legal duties. The Recipient will not be in breach of this Agreement by delivering some or all of the Owner's Confidential Information to a court, to law enforcement officials, and/or to governmental agencies, but only if it limits the disclosure to the minimum amount that will comply with applicable law (such as in response to a subpoena) or that is necessary to enforce its legal rights against the Owner. Unless prevented by law, the Recipient agrees to notify the Owner as far in advance as reasonably possible before the Recipient delivers the Owner's Confidential Information to any of those third parties. If requested by the Owner, and if permitted by law, the Recipient will cooperate with the Owner, at the Owner's expense, in seeking to limit or eliminate legal requirements that compel disclosure, or in seeking confidential treatment by the applicable court, law enforcement officials and/or governmental agencies.

6.4 Attorneys and accountants. The Recipient may permit its attorneys and accountants to view the Owner's Confidential Information, provided that they are under legal and/or professional duties to maintain the information's confidentiality, and only for purposes of advising the Recipient regarding its legal rights and duties.

7. Warranties and Disclaimers; Limitations of Liability

7.1 General Mutual Representations. Each of the Parties represents and warrants to the other, and for the benefit of the other Party only, that (i) it is a properly incorporated organization in good standing in the jurisdiction where it is formed; (ii) it has the corporate power to enter and perform this Agreement under applicable law and under its charter or articles of incorporation, bylaws and/or other governance documents; (iii) it has obtained any consent it requires from its management, its board of directors and any third parties to the extent consent is necessary to authorize it to enter and perform this Agreement; (iv) it has had adequate opportunity to review and negotiate the terms of this Agreement and to seek the advice of counsel about its rights and duties under this Agreement; and (v) full performance of its duties under this Agreement will not conflict with its performance under any other legally binding agreement.

7.2 Standard Product Warranty.

(a) Reseller acknowledges that each standard form of ScienceLogic Customer Agreement includes certain warranties regarding the applicable Software or other Product(s) to which it relates, for the benefit of the End Customer. As between Reseller and ScienceLogic, no additional warranties are provided regarding the Software or any Product, provided, however, that Reseller shall have the benefit of certain ScienceLogic indemnities as set forth below.

(b) In the event any Customer requests support or submits a claim with respect to a suspected breach of warranty regarding the Software, ScienceLogic shall, in its discretion, determine the appropriate response to the Customer. Reseller acknowledges that ScienceLogic may repair or replace the applicable Software, or it may elect to accept termination of the applicable Software license and agree to refund applicable license fees paid by such Customer. If ScienceLogic elects to provide a refund, it shall so notify Reseller, in which event Reseller shall (i) accept return of the Software directly from the Customer, or confirm the Customer's deletion/destruction of the same, (ii) refund in full to the Customer all license fees having been paid to Reseller for the applicable license; and (iii) submit to ScienceLogic an invoice for the amount having been paid by Reseller to ScienceLogic for the returned Software. ScienceLogic agrees to pay the applicable invoice within thirty (30) days of receipt or issue a credit for the invoiced amount against future amounts coming due hereunder. For avoidance of doubt, in no event will Reseller process any return or grant any refund for Products without ScienceLogic's express written instruction. However, Reseller shall promptly notify ScienceLogic upon Reseller's receipt of any Customer warranty claim. In the event the applicable Customer has purchased the applicable Product which is subject to the warranty claim through an Authorized Third-Party Reseller, Reseller shall either process the warranty claim as described above or shall cause the Authorized Third-Party Reseller to process the warranty claim on its behalf, provided that Reseller alone may submit an invoice to ScienceLogic as described above.

7.3 Disclaimer of Warranty.

(a) THE EXPRESS WARRANTIES IN THIS ARTICLE 7 ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRODUCTS, USER DOCUMENTATION OR SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INTERFERENCE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

(b) Notwithstanding any other provision of this Agreement, Reseller agrees that ScienceLogic shall have no obligation or liability under this Agreement arising from or in connection with (i) combination of the Software or SaaS offering with systems, networks, information, methodologies or other subject matter that was neither provided by ScienceLogic nor necessary for ordinary use of the Software in accordance with its User Documentation; (ii) modification of the relevant Software or SaaS offering other than by or on behalf of ScienceLogic; (iii) use of any Software or SaaS offering except in accordance with applicable User Documentation; (iv) any breach of a Customer Agreement; or (v) Reseller's breach of this Agreement. For avoidance of doubt, without limiting the generality and breadth of the foregoing, this paragraph applies to any liabilities that might otherwise arise under Section 7.3 and/or Section 7.6.

7.4 Warranties Made by Reseller. Reseller will not market or resell Products, nor distribute Software, outside the Market. Reseller will not, without ScienceLogic's specific prior written approval, make or publish any representations, warranties or guarantees (i) concerning the Products or Services; or (ii) on behalf of ScienceLogic or its suppliers. Further, Reseller shall make no representations and warranties that are inconsistent with this Agreement, nor shall Reseller imply in any way that Reseller is an agent of ScienceLogic or that ScienceLogic is in any way liable to any Customer under or in connection with any agreement between Reseller and such Customer. Reseller further warrants that it shall comply with all applicable laws in the marketing, sale, distribution, and export of Products and in performance of this Agreement. Reseller shall cause all Authorized Third-Party Resellers to comply with the requirements of this paragraph.

7.5 Compliance Warranties.

(a) Reseller shall at all times comply all obligations arising under U.S. sanctions regimes and all applicable export laws and regulations. Reseller represents and warrants that (i) it will not directly or indirectly export any Products, including, but not limited to parts, equipment, software or technical data/documentation, without first obtaining any required U.S. Government export license(s) and/or registering such Products, sales or distributions as required by U.S. export regulations; and (ii) that the Products sold under this Agreement will not be resold, transferred, exported or reused in any way by Reseller in violation of any laws, regulations or export control imposed by any jurisdiction or government entity to which Reseller is subject, including, without limitation, sanctions programs of the U.S. Government. Reseller shall cause all Authorized Third-Party Resellers to comply with the requirements of this paragraph.

(b) Reseller shall not, and shall not permit any of its Affiliates or any of its or their respective officers, directors, employees, agents or contractors to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any non-U.S. government official or other person, in each case, in violation of the U.S. Foreign Corrupt Practices Act ("FCPA") or any other applicable anti-bribery or anti-corruption law. The Company shall maintain systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law.

7.6 Limited Indemnification Obligations.

(a) ScienceLogic agrees to defend, indemnify and hold harmless Reseller, its affiliates, and its and their respective officers, directors, employees and agents from and against any damages liabilities and expenses (including reasonable attorney' fees) arising as a result of any claim brought against Reseller by a third party (i) alleging Reseller's liability for infringement of such third party's Intellectual Property Rights on the basis of Reseller's authorized resale of Products and/or authorized distribution of Software in accordance with this Agreement; (ii) based on a cause of action allegedly arising under ScienceLogic's Customer Agreement; or (iii) arising from ScienceLogic's grossly negligent or willful actions or omissions in connection with this Agreement. In the event the ScienceLogic Software becomes subject to any third-party infringement claim, ScienceLogic may, at its election, modify or replace the Software to avoid the relevant infringement or purchase applicable license(s) as required to eliminate the infringement claim, provided that, if ScienceLogic determines in its sole discretion that none of the foregoing options is reasonably available, it may terminate this Agreement upon written notice.

(b) Reseller agrees to defend, indemnify and hold harmless ScienceLogic, its affiliates, and its and their respective officers, directors, employees and agents from and against any damages, liabilities and expenses (including reasonable attorneys' fees) arising as a result of any claim brought by any third party (including any Customer) resulting from or relating to (i) any breach by Reseller of its obligations, duties or responsibilities under this Agreement, (ii) any claims in connection with Reseller' obligations under any contract or agreement with any third party (including any Customer), (iii) Reseller's performance of Managed Services; or (iv) any grossly negligent or willful actions or omissions on the part of Reseller in marketing or distributing the Products.

(c) As a condition of each Party's obligations under this Section 7.6, the Party seeking defense and indemnity (the "Indemnitee") shall (i) promptly notify the other Party (the "Indemnitor") upon become aware of any third party claim for which defense and/or indemnity is or may be sought under this Agreement, provided that the Indemnitor shall not be relieved from its obligations under this Section as a result of Indemnitee's delay in providing such notice except to the extent Indemnitor is actually prejudiced thereby; (ii) authorize the Indemnitor, via a signed writing, to conduct and control the defense of such claim and any related settlement negotiations, without interference; and (iii) provide such information and assistance as the Indemnitor may reasonably request in connection with such claim, provided that the Indemnitor agrees to reimburse the Indemnitee's out-of-pocket expenses incurred to provide such

information and assistance. The Indemnitor will not settle any such claim unless the settlement constitutes a complete release on the relevant claim(s) without admission of fault on behalf of the Indemnitee, or unless the Indemnitee provides its prior written consent. The Indemnitor shall permit counsel chosen by the Indemnitee to consult in the defense and settlement negotiations at the Indemnitee's expense.

7.7 Limitations and Exclusions of Liability.

(a) Except with respect to each Party's rights and obligations with respect to Confidential Information and/or express indemnification obligations arising under this Section 7, neither Party will have liability for any indirect, incidental, consequential, special or punitive damages in connection with this Agreement, regardless of the theory of liability (including theories of contractual liability, tort liability, or strict liability), nor liability for lost profits, loss of business opportunity, or business interruption, even if the Party from whom those damages are sought knew or should have known that those kinds of damages were possible.

(b) Furthermore, except with respect to each Party's rights and obligations with respect to Confidential Information and/or express indemnification obligations arising under this Section 7, the maximum cumulative liability of a Party associated with all claims under this Agreement shall never exceed the aggregate sums paid under this Agreement, and each Party irrevocably waives any and all claims that it has or may have in the future for monetary damages in excess of the foregoing limits. Notwithstanding the preceding portions of this Section 7.7, nothing in this Agreement is intended or may be interpreted as a limitation of either Party's obligations to pay amounts coming due in the ordinary course or as a limitation of either Party's rights or liabilities associated with infringement by one Party of the other Party's Intellectual Property Rights or the misappropriation by one Party of the other Party's Confidential Information.

8. Duration and Termination of Agreement

8.1 Contract Duration. The Parties intend for this Agreement to become legally enforceable starting on the Effective Date. Thereafter this Agreement will remain in effect indefinitely, until terminated in accordance with the provisions of this Section 8.

8.2 Termination for Breach. A Party may terminate this Agreement immediately by providing a notice to the other Party if that other Party has failed to perform any of its material obligations and has not fully cured the failure within thirty (30) days after it has been given an initial notice specifying the breach.

8.3 Termination for Convenience. Either Party may terminate this Agreement without cause by providing written notice at least six (6) calendar months in advance of the termination date stated in the notice.

8.4 Termination Upon Infringement Claim. ScienceLogic reserves the right to terminate this Agreement immediately upon written notice as provided by Section 7.6(a), provided that, in the event ScienceLogic is prevented by applicable law from exercising such termination right (or if such termination notice is considered ineffective under applicable law), then (i) ScienceLogic shall have no further obligations under such Section 7.6(a) with respect to any infringement alleged to occur from and after the date notice is provided, and thereafter (ii) unless Reseller otherwise agrees to terminate the Agreement as requested by ScienceLogic, Reseller hereby agrees to defend and indemnify ScienceLogic from and against all damages, liabilities and expenses arising in connection with any third party claims of infringement alleged to occur from and after such date ScienceLogic's notice is provided. Any such indemnity shall be subject to the procedures contemplated in Section 7.6(c).

8.5 No other right to terminate. The Parties agree that neither of them may terminate this Agreement except in the limited circumstance when this Agreement expressly permits termination.

8.6 General consequences of termination.

(a) Following termination or expiration of this Agreement, ScienceLogic will deliver any Products remaining to be delivered pursuant to Purchase Orders that were accepted prior to such termination or expiration, and Reseller shall pay all amounts accrued and owing, or that become due and payable following the date of termination or expiration, at such times as the amounts would otherwise come due in the ordinary course (e.g., Net 30 payments). Notwithstanding the foregoing, ScienceLogic may require advance payment as a condition of fulfilling some or all such pending Purchase Orders, provided that, in the event this Agreement has been terminated by ScienceLogic as a result of Reseller's breach, ScienceLogic may elect to terminate some or all pending Purchase Orders.

(b) Following ScienceLogic's performance of obligations arising under the preceding paragraph, (i) all rights and licenses granted to Reseller under this Agreement shall be null and void, provided that Reseller and its Authorized Third-Party Resellers shall retain the right to resell Products having already been purchased under this Agreement; and (iii) each Party will discontinue its use and will return the Confidential Information of the other Party. For avoidance of doubt, no Customer Agreement in effect at the time this Agreement terminates, or that subsequently comes into effect regarding Software delivered in accordance with this Agreement after termination, will be affected by the termination or expiration of this Agreement.

(d) Even if this Agreement expires or is terminated, the Parties agree to remain bound by the provisions of Sections 1, 2.5, 4, 5.1, 5.2, 5.6, 6, 7.3, 7.6, 7.7, 8.6 and 9. The rights and duties created by those provisions will not expire or terminate, but will remain in effect for so long as the provisions themselves expressly state, or, if not stated, indefinitely. Each Party will retain any claims accrued prior to expiration or termination, such as accrued rights to receive payments from the other Party.

9. General Provisions

9.1 Inclusive Interpretations. The Parties agree that the following rules should be applied when interpreting the words of this Agreement, unless the express words of the Agreement indicate otherwise: (i) all references to one gender apply equally to both genders; (ii) definitions of nouns in the singular also apply to the plural, and vice versa; and (iii) any use of the term "including," if followed by a list, will be interpreted to mean "including, without limitation."

9.2 Section References. References to "sections," "paragraphs," "clauses" and "provisions" are references to portions of this document only, unless the reference expressly states otherwise.

9.3 Counting of Days. Whenever this Agreement refers to a certain number of days, it is referring to calendar days, unless it specifically references "business days," in which case the counting of days will exclude Saturdays, Sundays, and all holidays when the offices of U.S. federal agencies are closed.

9.4 Background Information. If any background information or "recitals" are contained on the first page(s) of this document prior to the contractual provisions, the Parties intend that such information and recitals should have no legally binding effect whatsoever, nor be interpreted as representations or warranties. However, any terms that are defined in that information or those recitals will apply throughout the Agreement unless the Agreement contains an express statement to the contrary.

9.5 Participation in Drafting. The Parties intend that this Agreement should be interpreted in all instances as if they participated equally in the drafting of all its provisions, and that no provision in this Agreement should be interpreted in a manner unfavorable to a Party on the basis that it drafted the provision.

9.6 Enforceability. Even if the law will not enforce a provision of this Agreement in a particular instance, the Parties intend to remain bound by the other, enforceable provisions. If the unenforceable provision could be interpreted in a manner that would render it enforceable, while still reflecting the Parties' mutual intent, they intend for that interpretation to apply. If permitted by law, the Parties

also intend for the provision that cannot be enforced in that instance to remain applicable in any other instances when it can be enforced.

9.7 Agreement Amendments. The Parties acknowledge that they may desire to modify this Agreement in the future, but that no modifications will be legally binding unless the modifications are in writing and signed by representatives of each of them. The Parties agree that this Agreement cannot be modified by electronic writings, such as email, nor by affixing digital signatures of any nature to any binary file.

9.8 Waivers. Even if a Party fails to enforce its rights under this Agreement in a particular instance, the other Party must still perform its duties in that instance unless the non-enforcing Party signs a writing that expressly waives its rights in that instance, and any such waiver only applies to the particular instance and particular rights expressly waived.

9.9 No implications of section titles. The titles to each of the sections of this Agreement are intended only to facilitate convenient reference; the Parties agree that those titles are not part of the Agreement and should not be used to interpret any part of this Agreement.

9.10 Execution of Multiple Copies. If the Parties sign multiple copies of this Agreement, they intend that all those copies will be considered original copies, but together all those copies represent only one contract.

9.11 Notices. For purposes of any provision of this Agreement requiring notice to be given or received, the Parties agree that the notices must be in writing and delivered either in person, by internationally recognized express courier (e.g., FedEx, DHL, UPS), or by public postal service for which a delivery receipt is obtained. All notices must be delivered to the address which the receiving Party has most recently designated for itself via proper notice; as of the Effective Date, the Parties' respective addresses for purposes of giving notice will be those set forth on the first page of this document. Notices will be deemed effective only when actually received, or when delivery at the proper address has been confirmed by written evidence, such as a signature of the recipient given to an express courier. No notices given by email will be effective. Notices may be given effectively via facsimile transmission, but only if receipt is confirmed by return fax or other written confirmation, including confirmation by email.

9.12 Writings. If any provision in this Agreement requires a writing, the writing must be typed or hand-written on paper, and any provision requiring a signed writing will be interpreted to require a hand-written signature. For clarity, communications by email are not "writings" for purposes of satisfying any particular requirement in this Agreement unless the requirement expressly states that email communications are acceptable.

9.13 Benefit of Agreement Parties Only. The Parties intend to make commitments only to each other under this Agreement, and only for their respective benefits. They do not intend to give any third party any right to enforce this Agreement or any part of it.

9.14 No Assignment Without Consent. The Parties agree that neither of them will have the right or ability to assign to any third party some or all of its rights under this Agreement, nor to delegate to any third party some or all of its duties. Any document, instrument or act that claims to make such an assignment or delegation will be interpreted as void ab initio, wholly ineffective and will be disregarded. A Party may waive enforcement of this provision only in a writing signed by its representative that expressly indicates its consent to the other Party's assignment or delegation. As an exception to the provisions of this paragraph, either Party may, without needing to obtain consent, assign this Agreement to the surviving entity of a merger to which it is a party, or it may assign this Agreement as part of an assignment of substantially all of its business related to this Agreement. However, in either of those cases the assigning Party may only assign the Agreement in its entirety, not in part, and it must require the assignee to agree in writing to assume all of the assignor's accrued and future obligations and liabilities under this Agreement.

9.155 Applicable Law. The Parties intend that the laws of the United States and the Commonwealth of Virginia should be used to interpret and enforce this Agreement, without regard to principles of conflicts of laws.

9.16 Venue for Dispute Resolution. The Parties agree that any litigation between them may only be brought in courts located within Virginia, U.S.A., and each Party consents to the jurisdiction of those courts. However, ScienceLogic may bring an action in any court of proper jurisdiction for purposes of seeking an injunction to stop or prevent any actual or threatened disclosure of its Confidential Information and/or misappropriation or infringement, as applicable, of its intellectual property rights.

9.17 English Language. This Agreement has been written and negotiated in the English language. Any translation of this Agreement into another language is provided purely as a convenience to the Parties. However, in the event of any conflict between the original English-language version and any translated version, the English-language version shall govern the conflict and shall be the authoritative version for all interpretations of the Agreement's meaning.

9.18 Entire Agreement. The Parties agree that the provisions of this Agreement (including those documents that have been incorporated herein) are the entire agreement between them regarding the matters that this Agreement addresses. The Parties also agree that any prior agreements about those same matters, whether written or oral, are superseded by this Agreement, and previous oral agreements about those matters do not have any legally binding force.

[End of Resale Terms.]

Exhibit A – Glossary of Defined Terms

"*Adoption Agreement*" has the meaning given in Section 2.3.

"*Affiliate*" means, with respect to an entity, another entity that controls, is controlled by, or is under common control with the first entity, whereby the term "control" means the power and authority to direct the management of the controlled entity by means of ownership of a controlling equity interest, by membership upon the controlled entity's board of directors, or via contractual control rights.

"*Agreement*" has the meaning given in the preamble to these Resale Terms.

"*Authorized Third-Party Reseller*" has the meaning given in Section 2.4.

"*Customer*" means the ultimate purchaser of Products that is an end-user.

"*Customer Agreement*" means, with respect to any particular Software, the applicable agreement provided by ScienceLogic pursuant to which ScienceLogic either grants certain license rights to the Customer related to such Software or grants certain rights of access to a SaaS implementation of such Software as hosted by ScienceLogic.

"*Intellectual Property Rights*" are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the rights to preclude another person or entity from using, making, having made, selling, offering to sell, and importing patented subject matter and to preclude another from practicing patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by applicable law.

"*License Key*" means an alphanumeric string or code provided by ScienceLogic which, when input into the Software, will enable use of a particular instance of the Software for the duration of time and within the scope of license rights purchased for that particular instance of the Software, as indicated in the applicable Purchase Order pursuant to which the license was purchased hereunder.

"*Market*" means the territory, industry, list of prospective customers, or other definition of a group of third parties to whom resale of Products is authorized under this Agreement, as such Market is mutually agreed in writing. If not so separately agreed in writing, the Market shall include and be limited solely to industries and particular customers within the country of Reseller's primary address listed in the applicable Quote. For sake of clarity, (i) use of a Software Product is deemed to occur within a particular jurisdiction if the infrastructure or software to be monitored by the Software is physically located within such jurisdiction, and use of a service is deemed to occur within a jurisdiction if any individual person receiving such services is located within such jurisdiction; and (ii) resale of Product is deemed to constitute resale within or into a particular jurisdiction if it enables use within that jurisdiction.

"*Participating Affiliate*" has the meaning given in Section 2.3.

"*Product*" means (i) a limited-term license for Software; or (ii) limited-term contractual rights to access a Software-as-a-Service offering that is hosted and provided by ScienceLogic, in each case as expressly identified in an accepted Purchase Order.

"*Purchase Order*" means a purchase order, sales order, or similar document (i) that is issued by Reseller and accepted by ScienceLogic, or (ii) that references a valid quote issued either by ScienceLogic and that either is executed by Reseller or otherwise indicates that it represents Reseller's firm commitment to purchase the ScienceLogic Products set forth in such quote, which purchase order or similar document in any event identifies the Products and/or Services to be purchased by Reseller, subject to this Agreement, together with the price to be paid, applicable terms regarding the scope of any Software license or SaaS subscription, if any, being purchased (e.g., duration and license parameters, as applicable), and which may include any other mutually agreed terms applicable to the purchase.

"*Quote*" means ScienceLogic's official format of quote, in which ScienceLogic identifies Products available for purchase by Reseller at the prices identified therein, subject to this Agreement.

"*Services*" means any services to be provided by ScienceLogic as identified in an applicable Purchase Order, other than ScienceLogic's SL1™-based SaaS offering.

"*Software*" means the software regarding which on-premises licenses are purchased by Reseller, in each case as indicated in an accepted Purchase Order.

"*Specifications*" are, with respect to each Product that is a Software license, the written specifications published by the manufacture for the applicable Software covered by the license. For avoidance of doubt, the Specifications with respect to ScienceLogic's proprietary SL1™ Software are its User Documentation.

"*Statement of Work*" means a separate, mutually signed document that unambiguously identifies this Agreement and expressly states that the Parties intend for it to be considered a Statement of Work under this Agreement, and that (i) identifies the Services to be performed and, if applicable, the time period during which those duties are to be performed and/or completed; (ii) states any payments to be made by Reseller and any other applicable economic terms; and (iv) includes any additional terms or conditions that the Parties desire to include related to the rights and duties of the Parties under that Statement of Work.

"*ScienceLogic Marks*" refers to the proprietary trademarks and service marks, business and product names, and logos that ScienceLogic specifically identifies as such by providing written notice to Reseller from time to time.

"*User Documentation*" means the standard user documentation furnished to Reseller by ScienceLogic for distribution to Customers along with the Software.

[End of Glossary]