Skylar™ AI Service Addendum

This Skylar™ AI Service Addendum (the "*Skylar Addendum*") is an addendum to the Customer Agreement between ScienceLogic, Inc. ("*ScienceLogic*") and the customer identified as set forth below (the "*Customer*"). Each of ScienceLogic and Customer may be referenced herein as a "*Party*," or together they may be referenced as the "*Parties*." Capitalize words and phrases used in this Skylar Addendum, if not otherwise defined herein, shall have the meanings given in the Customer Agreement or the applicable Sales Order, provided that where words and phrases are defined both in this Skylar Addendum and in the Customer Agreement, the Parties understand that the definitions provided herein are intended to apply solely for purposes of this Skylar Addendum. This Skylar Addendum shall become effective on the date as of when it has been mutually executed by the Parties, or as of when the Customer Agreement or Sales Order which first incorporates this Skylar Addendum becomes effective, whichever first occurs (the "*Addendum Effective Date*"). References herein to "the Agreement" or "this Agreement" (as opposed to references specifically to the Customer Agreement) are references to the Customer Agreement as supplemented and amended by this Skylar Addendum.

1. Certain Defined Words and Phrases.

"*Access Rights*" are contractual rights to receive the Skylar Services and to access the features and functionality of the particular Skylar AI Offering during the Subscription Term and within the Usage scope indicated in a valid Sales Order, in each case according to the access protocols provided by ScienceLogic and subject to this terms and conditions of the Customer Agreement.

"*Additional Subscription Fees*" have the meaning given in Section 4(b) below.

"*Authorized End User*" means any individual employee, agent or contractor of Customer accessing or using the Skylar Services on Customer's behalf.

"*Baseline*" has the meaning given in Section 4(a) below.

"*Customer Agreement*" means either (ii) the particular contract between Customer and ScienceLogic, Inc. under which, as of the Addendum Effective Date, Customer holds an active Subscription to ScienceLogic's proprietary SL1 on-premises software or an active Subscription to ScienceLogic's proprietary SL1-based SaaS services, or (ii) if no such contract exists, ScienceLogic's Standard Terms and Conditions (available for review

"*Customer*" means the person or entity that is ScienceLogic's counterparty under the Customer Agreement and that is identified in the applicable Sales Order that is subject to this Skylar Addendum.

"*Managed Services*" has the meaning given in Section 3(a) below.

"*Overages*" have the meaning given in Section 4(b) below.

"*Sales Order*" means a purchase order or similar document (i) that is mutually executed by Customer and either ScienceLogic or its authorized reseller, or (ii) that references a valid quote issued either by ScienceLogic or its authorized reseller and that either is executed by Customer or expressly states that it represents Customer's firm commitment to purchase the ScienceLogic Offerings set forth in such quote, which purchase order or similar document in any event identifies the Skylar AI Offering(s) to be purchased by Customer, subject to the applicable Customer Agreement, together with the price to be paid, Subscription Term (if applicable), any other mutually agreed terms applicable to the purchase.

"*Skylar AI Offering*" means each of ScienceLogic's SaaS offerings known as Skylar Automated Root Cause Analysis (formerly made available under the branding "Zebrium"), Skylar Analytics, and Skylar Advisor.

"*Skylar Services*" are the services performed by providing access to the features and functionality of the particular Skylar AI Offering indicated in a valid Sales Order, as such offering is hosted by ScienceLogic and provided to Customer over the Internet in a software-as-a-service (aka "SaaS") model.

"*Subscription*" means, with respect to each Skylar AI Offering, a contractual right to access the features and functionality of the specified offering provided through ScienceLogic's SaaS-based delivery model, for a specified period of time, in accordance with the SaaS Services Schedule Attachment.

"*Subscription Term*" means the period of time during which a particular Subscription is valid, as indicated in the applicable Sales Order. If no such period of time is indicated in the applicable Sales Order, the Subscription Term for the particular Subscription purchased via that Sales Order shall be deemed to be twelve (12) months, commencing when access credentials are provided by ScienceLogic to Customer as necessary to access the Subscription.

"*Usage*" means, with respect to a particular period of time, (i) in the case of Skylar Analytics, the average datapoints per minute processed by Skylar Analytics during such period, and the aggregate data output of Skylar Analytics, as configured by Customer, measured as the cumulative egress of data from the hosted instance of Skylar Analytics; (ii) in the case of Skylar Automated Root Cause Analysis, the volume of log files analyzed, measured in terabytes over the period of time specified in the Sale Order; and (iii) in the case of Skylar Advisor, the metrics specified by the applicable Sales Order.

2. Availability of Skylar AI Offerings.

(a) Subscriptions to Skylar Analytics ("*Analytics*") and Skylar Advisor ("*Advisor*") are available only to customers with one or more active Subscriptions to ScienceLogic's proprietary on-premises SL1 products or ScienceLogic's SL1-based SaaS offering. Customer understands that Analytics and Advisor are designed to receive information generated as outputs from ScienceLogic's SL1 offerings and to process such information using their proprietary functionalities. Customer may not purchase or use Analytics or Advisor without an active SL1 Subscription.

(b) A separate/additional Subscription to Analytics is required with respect to each instance of SL1 which Customer. For example, in the event Customer wishes to analyze the output of two (2) SL1 instances (two "stacks"), Customer must purchase two Subscriptions to Skylar Analytics (one for each instance/stack of SL1). Customer may not utilize any single Skylar Analytics Subscription to analyze, monitor or otherwise process the output of more than a single SL1 instance.

(c) Customer acknowledges that Skylar Automated Root Cause Analysis ("*ARCA*") is designed to analyze log data that has been generated by a variety of devices and software products within Customer's IT systems, and is not limited to analyzing data output by SL1. Accordingly, Subscriptions to ARCA are available to customers whether or not they hold active SL1 subscriptions.

(d) No on-premises licenses may be purchased for any Skylar AI Offerings pursuant to this Skylar Addendum. The Skylar AI Offerings are available under this Skylar Addendum only in a software-as-a-service model, as hosted by ScienceLogic for remote access over the Internet by Customer's end users.

3. Provision of Skylar Services.

(a) Subject to the terms and conditions of the Customer Agreement, ScienceLogic agrees to provide the SaaS Services to Customer's Authorized End Users during the Subscription Term indicated in a valid Sales Order and within the scope of the Access Rights purchased by Customer, as indicated in such Sales Order. During the Subscription Term, Customer shall have the right to access and use the Skylar Services solely for Customer's internal business activities and within the scope of Usage for which such Access Rights have been purchased, as indicated in the Sales Order. For purposes of this Attachment, Customer's internal business activities may include use of Skylar Services to monitor and manage the information technology infrastructure assets of Customer's third-party customers within the scope of Access Rights purchased (i.e., up to the maximum aggregate Usage for which the Access Rights have been purchased, as specified in the Sales Order)(such usage, "*Managed Services*").

(b) ScienceLogic shall provide to Customer the necessary passwords, network links and other necessary instructions to allow Customer to access the Skylar Services. ScienceLogic shall also provide Customer any User Documentation to be used by Customer in accessing and using the Skylar Services. Customer acknowledges and agrees that, as between Customer and ScienceLogic, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of the Customer Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the SaaS Services and shall cause Authorized End Users to comply with such provisions.

4. Fees and Payments.

(a) Upon purchase of any Subscription for a Skylar AI Offering, Customer agrees to pay the applicable fees stated in the applicable Sales Order, at such times as specified therein (or, if not so specified therein, at such times as otherwise required by the Customer Agreement.). Customer acknowledges that each Sales Order will identify the level of Usage for which Customer is purchasing the applicable Subscription (such level of authorized Usage, the "*Baseline*"). Customer further acknowledges that all Usage beyond the Baseline will incur additional charges, as specified in the following clause '(b)', and Customer agrees to pay such fees as specified below.

(b) Customer acknowledges that each Skylar AI Offering will periodically conduct and provide to ScienceLogic automated measurements of Customer's then-current Usage, and Customer agrees to facilitate such process, without interference. Specifically, (i) Usage of Skylar Automated Root Cause Analysis will be calculated as a daily average volume of log data during the applicable period; (ii) Usage of Skylar Analytics will be measured both on the basis of average datapoints per minute analyzed during the applicable period and as aggregate monthly egress from Skylar Analytics, as configured by Customer; and (iii) Usage of Skylar Advisor will be calculated as indicated in the applicable Sales Order. Following the end of each calendar quarter during the Subscription Term, ScienceLogic will prepare a report of Customer's average Usage during the then-preceding quarter. If the average Usage during such then-preceding quarter has exceeded the applicable Baseline for which Customer purchased its Subscription (such excess Usage, the "*Overage*"), ScienceLogic shall submit an invoice to Customer for applicable Overage fees at such rates as stated in the applicable Sales Order (such amounts, "*Additional Subscription Fees*"). Customer agrees to pay all such Additional Subscription Fees in a timely manner according to the payment terms set forth herein.

5. Additional Conditions of Skylar Services Usage.

(a) In no event may Customer resell access to the Skylar Services, nor may Customer use the Skylar Services except as expressly authorized by this Skylar Addendum. Customer acknowledges and agrees that all Skylar AI Offerings and Skylar Services are subject to all provisions of the Customer Agreement which impose restrictions otherwise applicable to ScienceLogic's proprietary on-premises SL1 software and ScienceLogic's SL1-based SaaS services, including, without limitation, limitations regarding conditions of Managed Services, as well as limitations upon use of Skylar Services identified as lab environments in the applicable Sales Order.

(b) All Skylar Services are subject to ScienceLogic's support and maintenance policies as otherwise applicable to SL1, as provided in the Customer Agreement. For avoidance of doubt, all relevant warranties, service level commitments, and disclaimers in the Customer Agreement that are otherwise applicable to the performance of SL1 also apply to each Skylar AI Offering.

(c) Certain features of the Skylar Services may present to Authorized Users the option to connect to third-party services, including, by way of example, options to send the outputs of the Skylar Services directly to a third-party service for processing and/or the option to ingest information from a third-party service for display within the relevant Skylar Services. By way of example, some Skylar Services may present Authorized Users the option to send outputs of the services to a third-party generative AI tool to summarize such outputs in easily readable common language, which may then be displayed within the Skylar Services for the user's convenience. Customer agrees that, in the event Customer elects to use such optional features of the relevant Skylar Services, (i) ScienceLogic has no responsibility or liability associated with the acts or omissions of such third-party services; (ii) Customer is responsible for reviewing and abiding by the terms and conditions required by the applicable third-party service; and (iii) Customer assumes all risks associated with its use of or reliance upon, any such service of the outputs thereof.

6. Affirmation of Customer Agreement. By accepting the terms and conditions of this Skylar Addendum, Customer affirms its agreement to the Customer Agreement as supplemented and amended hereby. In the event of any conflict between the provisions of the Customer Agreement and the provisions of this Skylar Addendum, the Parties agree that this Skylar Addendum will govern. Except as modified by this Skylar Addendum, the Parties ratify and affirm their respective, ongoing obligations under the Customer Agreement.

[End of Skylar AI Service Addendum]