



## Trial Terms and Conditions

These Trial Terms and Conditions (the “*Trial Terms*”) govern the contractual relationship between ScienceLogic, Inc. (“*ScienceLogic*”) and the entity identified as the customer (or similar term) in any contract with ScienceLogic which states that it is subject to these Trial Terms (the “*Customer*”) regarding ScienceLogic’s provision of, and Customer’s use of certain Trial Software and/or Trial SaaS Service (collectively, the “*Trial Products*”), on a temporary trial basis. These Trial Terms may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them. For example, Customer may sign a printed contract with ScienceLogic that incorporates these Trial Terms by reference, or Customer may enter into an agreement with ScienceLogic entirely or partially using an online process through which Customer indicates its assent to the Trial Terms. References to this “*Agreement*” includes these Trial Terms and any documents incorporating these Trial Terms (such as a cover page or ordering document), if any.

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

### 2. Limited License Grant; Right to Access; Restrictions.

**2.1. For Trial Software.** To the extent Customer receives access to Trial Software, and subject to the terms and conditions of this Agreement, ScienceLogic grants to Customer a license to install one copy of the Trial Software onto a single computer server operated and under the direct control of Customer (or in the event that the Trial Software constitutes a Skylar AI Offering, a license to install one instance of the applicable Skylar AI Offering within a computing environment under Customer’s supervision and control); and to operate the Trial Software (i) solely in accordance with any standard documentation or specifications provided by ScienceLogic in connection with the Trial Software; (ii) solely for internal purposes of evaluating and testing the Trial Software in connection with assessing whether Customer desires to enter into a broader licensing and/or services arrangement with ScienceLogic regarding the Trial Software; and (iii) subject to the usage entitlements specified below. If Customer uses the Trial Software in violation of the foregoing, ScienceLogic may immediately suspend Customer’s access to and use of the Trial Software. This license is effective only during the Limited Trial Period, is non-exclusive and non-assignable, and may not be sublicensed, in whole or in part. With respect to the Skylar AI Offering, Customer understands that the Skylar AI Offering is delivered digitally as a single package intended for deployment within a Kubernetes environment in accordance with applicable User Documentation, and Customer may not deploy the Skylar AI Offering in more than one (1) Kubernetes “cluster” (as that term is commonly understood by users of the Kubernetes system). If Customer receives access to Trial Software that constitutes Skylar One or Skylar Compliance, Customer may use such Trial Software to monitor up to 1000 Managed Devices, or another number of Managed Devices as authorized by ScienceLogic from time to time.

**2.2 For Trial SaaS Service.** To the extent Customer receives access to Trial SaaS Service, and subject to the terms and conditions of this Agreement, ScienceLogic agrees to provide one (1) instance of the Trial SaaS Service to Customer’s Authorized End Users during the Limited Trial Period. Customer may use the Trial SaaS Service (i) solely in accordance with any standard documentation or specifications provided by ScienceLogic in connection with this evaluation; (ii) solely for internal purposes of evaluating and testing the Trial SaaS Service in connection with assessing whether Customer desires to purchase a broader subscription to the applicable Trial SaaS Service; and (iii) subject to the usage entitlements specified below. If Customer uses the Trial SaaS Service in violation of the foregoing, ScienceLogic may immediately suspend Customer’s access to and use of the Trial SaaS Service. The rights granted under this Agreement are valid only during the Limited Trial Period, are non-exclusive and non-assignable, and may not be shared with any party that is not an Authorized End User.

(a) **Usage Entitlement for Skylar One and Skylar Compliance.** If Customer receives access to Trial SaaS Service that constitutes Skylar One or Skylar Compliance, Customer may use such Trial SaaS Service to monitor up to 1000 Managed Devices, or another number of Managed Devices as authorized by ScienceLogic from time to time.

(b) **Usage Entitlement for Skylar AI Offering.** If Customer receives access to a Trial SaaS Service that constitutes a Skylar AI Offering, Customer may use such Trial SaaS Service (i) with up to one (1) lab or one (1) production instance of ScienceLogic’s Skylar One offering to which Customer has an active subscription; and (ii) solely to process and analyze up to 750,000 datapoints per minute (“DPMs”) and export no more than two (2) terabytes of data egress per month during the Limited Trial Period, as measured by ScienceLogic.

### 2.3 Responsibilities.

(a) As applicable, ScienceLogic shall provide to Customer the necessary files to install the Trial Software, or provide the passwords, network links and other necessary instructions to allow Customer to access the Trial SaaS Service (the “*Access Protocols*”). ScienceLogic shall also provide Customer any documentation to be used by Customer in accessing and using the applicable Trial Products.

(b) Customer acknowledges and agrees that, as between Customer and ScienceLogic, Customer shall be responsible and liable for all acts and omissions of its Authorized End Users in connection with the Trial Products, to the same extent as if such acts and omissions were Customer’s own. 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 Trial Products and shall cause Authorized End Users to comply with such provisions.

(c) With respect to the Trial Software, as between the Parties, Customer will bear responsibility, at its own expense, for installing, operating and maintaining all software and systems necessary to access and use the Trial Software during the Limited Trial Period. ScienceLogic may, at its option, provide reasonable assistance to Customer to assist in the installation and implementation of the Trial Software.

(d) With respect to the Trial SaaS Service, as between the Parties, ScienceLogic will bear responsibility, at its own expense, for hosting, operating and maintaining all software and systems necessary to provide Customer with access to the Trial SaaS Service during the Limited Trial Period. Customer understands that it is responsible, at its own expense, for procuring and maintaining adequate Internet connectivity and its own systems and software (e.g., up-to-date browsers and operating systems) utilized to access the Trial SaaS Service.

(e) Customer acknowledges that the Trial Products will periodically conduct and provide automated measurements of Customer’s then-current usage of the Trial Product, and Customer agrees to facilitate such process, without interference. Specifically, for Skylar One and Skylar Compliance, the number of Managed Devices managed by Skylar One and/or Skylar Compliance will be measured, and for the Skylar AI Offering, the DPMs processed by the product, and the amount of data egress from the product to another tool will be measured. If Customer’s usage of the Trial Products exceeds the applicable usage entitlement specified in Section 2.1 or 2.2, as determined by ScienceLogic in its sole discretion, then ScienceLogic may immediately suspend or terminate Customer’s license to, use of, and/or access to, the applicable Trial Product.

### 2.4 Installable Components: No Implied Licenses.

(a) In certain instances, after consultation with Customer regarding Customer’s particular circumstances and objectives, ScienceLogic

may deliver to Customer certain software utilities ("Installable Components") that, if elected by Customer, may be installed within Customer's environment to facilitate or augment Customer's use of various capabilities made available by the Trial Products. ScienceLogic grants to Customer a non-exclusive, non-transferable, non-sublicenseable license in each such Installable Component, if any, provided by ScienceLogic, which license shall include the limited right to install a single copy of the relevant Installable Component and to use the same solely during the Limited Trial Period, in accordance with its accompanying documentation, and solely for purposes of evaluating the Trial Products. Customer may not reverse engineer, decompile or attempt to derive or recover the source code of any Installable Component.

2.5. **Reserved Rights.** ScienceLogic reserves all rights in the Trial Products and Installable Components that are not expressly granted in this Agreement. Customer acknowledges that, as between the Parties, ScienceLogic owns all intellectual property rights and proprietary interests that are embodied in, or practiced by, the Trial Products, Installable Components and/or associated documentation. To be clear, however, the preceding sentence does not constitute a representation or warranty regarding ownership of any intellectual property rights or other proprietary interests. ScienceLogic is granting this license only under intellectual property rights that are owned by ScienceLogic or that ScienceLogic has a right to sublicense.

2.6. **Restrictions.** Customer agrees not to act outside the scope of the rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, Customer agrees not to (i) reproduce the Trial Products or any software component used to provide the Trial Products, nor reproduce any copies of any Installable Components; (ii) modify, adapt, translate or create derivative works based upon any component of the Trial Products, provided that the foregoing shall not be construed to prohibit Customer from configuring the Trial Products to the extent permitted by the standard user interface thereof; (iii) distribute, resell, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer, assign or provide to any third party any rights granted hereunder or any access to the Trial Products; (iv) use the Trial Products in any manner that is inconsistent with the applicable user documentation; or (v) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from which any software component of the Trial Products or any Installable Component is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code. Customer agrees to use the Trial Products only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. Customer may not export or re-export any software component used to perform the Trial Products, nor the associated user documentation, outside the United States of America, except in compliance with applicable export laws and regulations. Customer acknowledges and agrees that any act or omission in breach of this section will constitute an unauthorized exercise of ScienceLogic's intellectual property rights beyond the scope of the rights granted by this Agreement, and strict compliance with this section is an essential basis of this Agreement. Customer agrees to reimburse ScienceLogic for attorneys' fees and court costs incurred in connection with any lawsuit brought by ScienceLogic in which a court finds that Customer has breached any provisions of this section.

2.7. **Purpose Restrictions.** Customer acknowledges that the Trial Products may only be used for evaluation purposes, in order to enable Customer to determine whether it desires to purchase a broader subscription to the applicable Trial Products from ScienceLogic. Customer agrees that while it may, at its own risk, use the Trial Products for production purposes, including, without limitation, to manage or operate its business or provide services to any third party, and/or use the Trial Products, or any data processed or produced by the Trial Products for purposes of making decisions related to the management of Customer's business (collectively, "Production Purposes"), **Customer assumes all risks and liabilities associated with its use of the Trial Products for Production Purposes. ScienceLogic shall not be liable for, and**

**hereby disclaims all liability for, Customer's use of the Trial Products for Production Purposes or any business decisions made or outcomes arising from Customer's use of the Trial Products for Production Purposes.**

2.8 **Skylar AI Offering Restrictions.** The following section is only applicable to the extent Customer receives access to the Skylar AI Offering product during the Limited Trial Period. The Skylar AI Offering is available only to customers with one or more active subscriptions to ScienceLogic's proprietary on-premises Skylar One products or ScienceLogic's Skylar One-based SaaS offering. Customer understands that Skylar AI Offering is designed to receive information generated as outputs from ScienceLogic's Skylar One offerings and to process such information using their proprietary functionalities. Customer may not use Skylar AI Offering without an active Skylar One subscription.

3. **Customer's Reporting Obligations.** Customer acknowledges and agrees that the Trial Products are provided by ScienceLogic solely for the purposes of evaluation and testing. In consideration for the rights granted in this Agreement, Customer agrees to provide ScienceLogic with such error reports or other comments as Customer may at any time develop with respect to the Trial Products. Customer also acknowledges and agrees that any such comments, ideas and/or error reports shall be considered ScienceLogic's Proprietary Information and shall be subject to all the terms and conditions of this Agreement governing Proprietary Information. Customer hereby irrevocably transfers and assigns to ScienceLogic (i) all patents, copyrights, trademarks, trade secrets and other intellectual property rights in any idea, comment, suggestion, error report or other materials Customer may submit to ScienceLogic with respect to the Trial Products; and (ii) any and all "moral rights" that Customer may have in, or with respect to, any such materials.

#### 4. Fees and Expenses.

4.1. **No Fees.** The Parties agree that no license fees or other fees shall be payable under this Agreement in exchange for the rights granted and/or the use of the Trial Products or other materials provided under this Agreement. Customer acknowledges and agrees that this fee arrangement is made in consideration for the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

4.2. **Operating Expenses.** Customer shall bear its own expenses in connection with exercising its rights or performing its obligations under this Agreement, including, without limitation, any and all expenses incurred in connection with evaluation and testing of the Trial Products.

5. **Confidentiality Obligations.** Customer understands that the Trial Products embody certain trade secrets that are proprietary to ScienceLogic and ScienceLogic's licensors. Accordingly, for purposes of this Agreement, the term "Proprietary Information" shall mean (i) any and all source code of the Trial Products; (ii) the user documentation provided by ScienceLogic in relation to the Trial Products; (iii) any information regarding the application programming interfaces of the Trial Products, and any methods practiced by those application programming interfaces. Information described in the preceding sentence may also be referenced as "Core Technical Information." Except to the extent applicable law prevents a governmental agency customer from agreeing to maintain the confidentiality of the following, Customer further agrees that Proprietary Information also includes (a) all pricing information related to ScienceLogic products and services and all quotes provided by ScienceLogic, (b) financial statements and information regarding ScienceLogic's financial condition; and (c) information provided by ScienceLogic regarding its product development methodology, information security practices, terms of contracts with third parties, and (d) all other information provided by ScienceLogic in written or visual form that is marked with a confidentiality legend or, regardless of the means of disclosure, is information of such a nature that a reasonable person would understand its confidential nature (e.g., information regarding the health condition of individual personnel). Customer agrees not to use ScienceLogic's Proprietary

Information for any purposes except performance of its obligations and exercise of its express rights under this Agreement, and Customer shall not disclose or permit access to such Proprietary Information except to its personnel and contractors who have a need to know such information in order for Customer to exercise its rights under this Agreement and who are contractually or otherwise legally bound to maintain the confidentiality of such information and to limit their use thereof to purposes consistent with Customer's rights and obligations hereunder (such persons, "Customer's Representatives"). Customer agrees that it is responsible for the acts and omissions of its Representatives in relation to ScienceLogic's Proprietary Information to the same extent as if such acts and omissions were Customer's own. Customer's obligations under this paragraph shall survive until the third anniversary of the Effective Date of this Agreement, provided that its obligations regarding ScienceLogic's Core Technical Information shall remain in effect until such time as ScienceLogic authorizes disclosure in writing. Nothing in this paragraph limits Customer's use or disclosure of information in the public domain at the time of receipt, or which subsequently becomes public through no fault of Customer or its Representatives. In the event there is conflict between this Section 5 and any agreement of confidentiality previously entered into between the Parties, the provision affording the greater protection to the Parties Confidential Information shall prevail.

## 6. Allocations of Risk

6.1. **Representations and Warranties.** Customer represents that (i) it is a properly incorporated business organization in good standing in the state where it is formed, and it has the corporate power to enter and perform this Agreement under applicable law and under its articles of incorporation, bylaws and/or other governance documents; (ii) 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; and (iii) 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. Customer warrants that all of its representations above will remain true throughout the term of this Agreement; and that full performance of its duties under this Agreement will not conflict with its performance under any other legally binding agreement. Customer agrees that, in the event that any of its representations or warranties under this Agreement ceases to be true or accurate, it will promptly notify ScienceLogic.

6.2. **General Disclaimers.** Customer acknowledges and agrees that the Trial Products are provided solely for evaluation and testing purposes. Customer represents that it is entering this Agreement without relying upon any representation or warranty not expressly stated in this document or documents incorporated herein. Customer acknowledges that the Trial Products may contain operational malfunctions, errors, or other defects and agrees that Customer is entering this Agreement solely for purposes of evaluation. Accordingly, Customer agrees to assume all risks from use of the Trial Products and acknowledges that the Trial Products are provided "as is" and "with all defects," and Customer agrees to indemnify ScienceLogic from and against any and all damages, liabilities and out-of-pocket expenses incurred by ScienceLogic arising from Customer's use of the Trial Products and/or arising from Customer's breach of this Agreement. To the maximum extent permitted by applicable law, ScienceLogic disclaims any and all promises, representations and warranties, express, implied or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, data accuracy, system integration, title, non-infringement, non-interference and/or quiet enjoyment, and all warranties that may otherwise be implied. No warranties are made on the basis of trade usage, course of trade, or course of performance. ScienceLogic does not warrant that the Trial Products will meet Customer's requirements or that the operation of the Trial Products will be uninterrupted or error-free, or that all or any errors will be corrected.

6.3. **No Performance Warranty.** For purposes of the evaluation to be conducted under this Agreement, Customer acknowledges that ScienceLogic does not warrant that the Trial Products will meet any

specific performance standards and/or uptime characteristics, or that performance failures will be remedied according to any particular metrics. Customer acknowledges and agrees that ScienceLogic has no obligation under this Agreement to correct any defects or errors in the Trial Products provided to Customer under this Agreement, regardless of whether Customer informs ScienceLogic of such defects or errors and regardless of whether ScienceLogic otherwise is, or becomes aware of, such defects or errors. Customer further acknowledges that a performance failure, with respect to Skylar AI Offering, an error, or defect therein may impact the performance of Customer's Skylar One instance(s) to which Skylar AI Offering is connected. During the Limited Trial Period applicable to Skylar AI Offering, ScienceLogic is not liable for any performance failure of Customer's Skylar One instance(s) arising from or related to a failure, error or defect of the Skylar AI Offering Trial Product, and Customer shall not be entitled to any service level credits, or any claim of losses or damages related thereto.

6.4. **Limitations of Liability.** Customer agrees that ScienceLogic will have no 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 ScienceLogic knew or should have known that those kinds of damages were possible. ScienceLogic's maximum cumulative liability in connection with this Agreement shall never exceed One Dollar (\$1.00). Customer irrevocably waives any and all claims that it has or may have in the future for monetary damages in excess of the foregoing limit. Customer acknowledges that this Section is an essential part of this Agreement, absent which the economic terms and other provisions of this Agreement would be substantially different.

## 7. Duration and Termination of Agreement

7.1. **Duration of Agreement.** The Parties intend for this Agreement to become legally enforceable starting on the Effective Date. This Agreement will remain in effect for ninety (90) days from the Effective Date, unless either Party terminates it in one of the situations permitting termination as described below.

7.2. **Termination for Breach.** ScienceLogic may terminate this Agreement immediately by providing a notice to Customer if Customer breaches any of its material obligations under this Agreement.

7.3. **Termination for Convenience.** Customer may terminate this Agreement at any time during the Limited Trial Period by delivering a notice to ScienceLogic.

7.4. **Termination After Extended Force Majeure.** If Customer is prevented from performing its duties under this Agreement for five (5) or more days by an event of *force majeure*, ScienceLogic may terminate this Agreement if it delivers an initial notice stating its intent to terminate, thereafter waits for at least five (5) days more, and, if the event of *force majeure* has not been resolved by that time, delivers a second notice. The Agreement will terminate immediately upon receipt of the second notice.

7.5. **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.

7.6. **General consequences of termination.** Effective immediately upon expiration or termination of this Agreement, (i) access to the Trial Products will be discontinued; (ii) Customer shall immediately cease all use of any Trial Software and any Installable Components and shall uninstall and delete any copies remaining in its possession; (iii) Customer shall destroy all copies of ScienceLogic user documentation remaining in its possession; (iv) neither Party will have continuing rights to use any Proprietary Information of the other Party or to exercise any intellectual property rights having been licensed under this Agreement; and (v) with respect to the Trial SaaS Service, all Customer data within the Trial SaaS Service will be promptly deleted, and no data, configurations, or settings will be exportable from the Trial SaaS Service. As soon as can reasonably be accomplished after this Agreement expires or is terminated, each

Party will discontinue its use and will return or destroy the Proprietary Information and proprietary materials of the other Party.

7.7. **Continuing Force of Certain Provisions.** Even if this Agreement expires or is terminated, the Parties agree to remain bound by the provisions of Section 2.5, 2.6, 2.7, 2.8, 3, 4.2, 5, 6, 7.6 and this Section 7.7. 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. However, those claims, including accrued claims to receive payment, will expire on the second anniversary of the Agreement's expiration or termination, after which each Party irrevocably releases and waives those claims, except any claims arising from the other Party's infringement of its intellectual property rights or misappropriation of its Proprietary Information.

**[End of Trial Terms. Exhibit A follows.]**

## Exhibit A – Definitions and Miscellaneous Terms

### A.1 Defined Words and Phrases.

“Access Protocols” has the meaning given in Section 2.3(a).

“Agreement” refers, collectively, to the provisions contained in this document, its appendices, exhibits, and/or addenda, if any, and any other documents or provisions that are expressly incorporated by cross-reference.

“Authorized End Users” are individuals for whom Customer requests and/or to whom Customer provides authorization to access and use the Trial Products on Customer’s behalf, and any other individual accessing Customer’s account within the Trial Products using the Access Protocols provided specifically for Customer.

“Change of Control” means a transaction or series of related transactions pursuant to which control of a Party is acquired, where “control” means the direct or indirect power to control the Party’s management.

“Core Technical Information” has the meaning given in Section 5.

“Effective Date” refers to the date as of which authorized representatives of both Parties have executed the Agreement. If those authorized representatives sign on different dates, the Effective Date is the date of the latter signature.

“Installable Component” has the meaning given in Section 2.4(a).

“Limited Trial Period” refers to the period during which this Agreement remains in full force as described in Section 7.1.

“Party” refers to each of ScienceLogic and Customer.

“Proprietary Information” has the meaning set forth in Section 5 and includes all information that is otherwise designated as Proprietary Information in this Agreement.

“Skylar AI Offering” means each of ScienceLogic’s proprietary software products known as Skylar Analytics and Skylar Advisor.

“Skylar Automation” means ScienceLogic’s proprietary format of configuration files, formerly known as PowerFlow, that enable sharing content among Skylar One-based systems and extracting customized content from Skylar One.

“Skylar Compliance” means ScienceLogic’s proprietary software formerly known as Restorepoint.

“Skylar One” means ScienceLogic’s proprietary software, formerly known as SL1. When Skylar One is provided as a Trial Product, it may include Skylar Automation.

“Trial SaaS Service” is the service performed by providing access to the features and functionality of the particular Trial Product provided by ScienceLogic to Customer, as such Trial Product is hosted by ScienceLogic and provided to Customer over the Internet in a software-as-a-service (aka “SaaS”) model.

“Trial Software” means the software, such as Skylar One, Skylar Compliance, Skylar Analytics and/or Skylar Advisor, that ScienceLogic provides to Customer for evaluation purposes pursuant to this Agreement, in an on-premises model.

### A.2 Rules for Interpreting this Agreement.

A.2.1. 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.”

A.2.2. Counting of Days. Whenever this Agreement makes reference 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.

A.2.3. 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.

A.2.4. 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.

A.2.5. 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 unenforceable, 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.

A.2.6. Amendments. No modifications of this Agreement will be legally binding unless the modifications are in a writing signed by representatives of each Party.

A.2.7. 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.

A.2.8. 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.

A.2.9. Execution of Multiple Copies. If the Parties sign multiple copies of this Agreement, they intend that all of those copies will be considered original copies, but together all of those copies represent only one contract.

### A.3 General Provisions.

A.3.1. 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 nationally recognized express courier, or by public postal service for which a delivery receipt is obtained. All notices must to 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.

A.3.2. Limitations on Assignment and Delegation. Customer may not assign this Agreement in whole or in part without ScienceLogic’s express, prior written consent. Absent such consent, any attempted or purported assignment or delegation will be wholly ineffective and void *ab initio*. Furthermore, this Agreement shall terminate immediately upon any Change of Control in Customer, unless ScienceLogic has provided its prior written consent to such Change of Control.

A.3.3. 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.

A.3.4. Applicable Law. The Parties intend that the laws of the Commonwealth of Virginia should be used to interpret and enforce this Agreement. If any instances occur when the laws of Virginia themselves would require the law of another jurisdiction to be applied to this Agreement, the Parties do not wish the other jurisdiction's law to be applied and instead intend for Virginia's law to be applied even in those situations.

A.3.5. Venue for disputes. The Parties agree that any litigation between them may only be brought in courts located within Virginia, and each Party consents to the jurisdiction of those courts. However, a Party may bring an action solely for purposes of seeking an injunction to stop or prevent infringement of intellectual property

rights or misappropriation of Proprietary Information by the other Party in any court that has jurisdiction.

A.3.6. Entire Agreement. The Parties agree that the provisions of this Agreement 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 Exhibit A.]**