ScienceLogic

ACKNOWLEDGEMENT OF STANDARD TERMS
(v20260116)

This document creates a binding contract (the "*Agreement*") between ScienceLogic, Inc. ("*ScienceLogic*"), a Delaware corporation having offices at 11955 Democracy Drive, 13th Floor, Reston VA 20190, and the entity identified as "Customer" below ("*Customer*" or "*You*"). This Agreement is subject to the ScienceLogic Standard Terms and Conditions (the "*Standard Terms*"), and the Standard 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 Standard Terms and/or you have had opportunity to review the Standard Terms online, and that, if desired, you have also had opportunity to seek the advice of counsel. You understand that the Standard Terms are also available for review at https://www.sciencelogic.com/company/legal. This Agreement will become effective and binding upon Customer and ScienceLogic on the date as of which both Parties have signed it (the "*Effective Date*"). Customer and ScienceLogic may each be referenced as a "*Party*" throughout this Agreement (or referenced together as the "*Parties*").

The Standard 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 execute a separate document, in a form acceptable to ScienceLogic, that (i) identifies the specific products and services being purchased, (ii) sets forth any additional or different terms and conditions that apply to such purchase, and (iii) expressly states that it is subject to this Agreement and/or the Standard Terms (a "*Sales Order*"). By signing a Sales Order, you are agreeing to purchase the products and services identified therein, subject to any additional terms and conditions therein. In the event any Sales Order between ScienceLogic and you conflicts with the Standard Terms, the Standard Terms will govern such conflict unless the Sales Order expressly states the Parties' intent that the Sales Order or particular provision therein should govern, in which event the Sales Order will supersede the conflicting provisions, but only with respect to the products and services covered by the Sales Order. You may also purchase ScienceLogic products and services through ScienceLogic's authorized resellers, as contemplated in the Standard Terms. No Sales Order to purchase products and services directly from ScienceLogic will become effective until it has been accepted by ScienceLogic in any manner permitted by the Standard Terms.

Customer:
(Insert Customer's proper corporate name.)

Customer Address:
(Insert the address to which notices may be sent to Customer.)

Primary Customer Contact: Phone: Email:
(Insert contact information for the individual whom Customer initially designates to manage its account relationship with ScienceLogic.)

Billing Contact: Phone: Email:
(Insert contact information for the individual or department to which ScienceLogic should address invoices and billing-related communications.)

Billing Address:
(Insert the address to which invoices should be sent, if different than Customer's address stated above.)

Notices to ScienceLogic shall be sent to: ScienceLogic, Inc., Attention: Office of the General Counsel, 11955 Democracy Drive, 13th Floor, Reston, Virginia 20190. Any notices delivered to Customer shall be sent to the Customer 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
CUSTOMER:_____
(Insert full corporate name of Customer.)

On behalf of
SCIENCELOGIC, INC.

By (Signature): _____

By (Signature):_____

Name (Printed): _____

Name (Printed):_____

Title: _____

Title: _____

Date: _____

Date:_____

SCIENCELOGIC, INC.

ScienceLogic Standard Terms and Conditions (v20260116)

These ScienceLogic Standard Terms and Conditions (the "*Standard Terms*") govern the contractual relationship between ScienceLogic, Inc. ("*ScienceLogic*") and the person or entity identified as the customer in any contract with ScienceLogic which states that it is subject to these Standard Terms (the "*Customer*"). These Standard 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 Standard 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 Standard Terms. Certain capitalized words and phrases used throughout these Standard Terms, if not otherwise defined where they appear, have the meanings set forth in the Glossary set forth below as Attachment 1 to these Standard Terms. All ScienceLogic Offerings are governed by these Standard Terms. Each ScienceLogic Offering may also be subject to a set of supplemental terms, as further explained below (each such set of terms, a "*Schedule Attachment*"). By agreeing to these Standard Terms, Customer also agrees that its purchase of any ScienceLogic Offerings shall be subject to each Schedule Attachment that is applicable to the ScienceLogic Offerings being purchased, as further explained below. Collectively, these Standard Terms, each applicable Schedule Attachment, any Sales Order or similar document pursuant to which Customer submits a request to purchase ScienceLogic Offerings, and any cover page or similar document mutually executed by the Parties that adopts and incorporates these Standard Terms may be referenced as the "*Agreement.*"

1 Agreement Structure.

1.1 General. ScienceLogic's offerings are based on certain proprietary software Products designed to be used to monitor and manage IT infrastructure, including hybrid on-premises/cloud environments. The ScienceLogic Offerings provided pursuant to these Standard Terms make available to customers access to the features and functionality of those Products through either on-premises licensing or via a SaaS model, as applicable. The ScienceLogic Offerings also include professional services related to such Products. For purposes of properly interpreting and understanding these Standard Terms, Customer acknowledges that Products themselves are not purchased or sold hereunder, and ScienceLogic retains ownership of all rights in the Products. Instead, these Standard Terms govern the purchase, sale, provision and use of ScienceLogic Offerings, which may include (i) on-premises licenses for certain Products, (ii) subscriptions to access certain Products in a SaaS model, as hosted by ScienceLogic, or (iii) professional services related to the foregoing. In other words, such licenses, subscriptions and professional services are the offerings being purchased, sold, provided and used hereunder. All references in this Agreement to the ScienceLogic Offerings shall be construed as a reference to the specific ScienceLogic Offering(s) purchased by Customer under each Sales Order.

1.2 Ordering.

(a) ScienceLogic will provide to Customer the ScienceLogic Offerings specified in each Sales Order, subject to these Standard Terms and any additional or different terms stated or incorporated by reference into such Sales Order. Customer accepts and agrees to these Standard Terms by doing any of the following: (a) signing ScienceLogic's Sales Order or issuing a purchase order referencing these Standard Terms; (b) using the relevant ScienceLogic Offering; or (c) making any payment for the relevant ScienceLogic Offering. The use of pre-printed forms, including but not limited to purchase orders, e-mail, or acknowledgements, shall be for convenience only and all pre-printed terms and conditions stated on such forms are void and of no effect. No Sales Order issued to ScienceLogic shall be binding upon ScienceLogic unless and until it has accepted the Sales Order. ScienceLogic may accept a Sales Order by countersigning and returning a copy of the same, by expressly confirming acceptance by email, or by commencing delivery of the requested ScienceLogic Offering(s). No Sales Order will otherwise be deemed binding upon ScienceLogic merely by ScienceLogic's inaction or the passage of time.

(b) If Customer wishes to purchase any ScienceLogic Offering through ScienceLogic's authorized reseller, Customer must agree to these Standard Terms as a condition of purchase. Customer acknowledges that the provisions of any agreement between Customer and an authorized reseller are separate from this Agreement, and ScienceLogic is not a party to, and has no obligations arising under, any such agreement between Customer and the authorized reseller.

1.3 Schedule Attachments. Customer acknowledges that certain ScienceLogic Offerings are subject to terms and conditions in addition to, or that vary from, those specified in these Standard Terms. In particular, (i) all purchases of on-premises licenses for a Product are subject to the Software License Schedule Attachment; (ii) all purchases of Access Rights to ScienceLogic's SaaS Services are subject to the SaaS Services Schedule Attachment, and (iii) all purchases of Professional Services are subject to the Professional Services Schedule Attachment (each of the foregoing attachments, a "*Schedule Attachment*"). By executing any Sales Order or other agreement which incorporates these Standard Terms, or by accepting and/or using the relevant ScienceLogic Offering or making payment for the same, Customer agrees to abide by the terms and conditions set forth in the applicable Schedule Attachment, as indicated above. Customer acknowledges that each Schedule Attachment forms an integral part of the Agreement.

1.4 Conflicting Terms. If there is a conflict among the Standard Terms, a Schedule Attachment, and any Sales Order or other written agreement incorporating these Standard Terms, the following rules of interpretation apply: (i) the terms of a Schedule Attachment prevail over any conflicting terms in these Standard Terms, but only with respect to the ScienceLogic Offerings that are subject to that Schedule Attachment; and (ii) both the Schedule Attachment and Standard Terms shall prevail over any conflicting terms in the Sales Order or other agreement unless the Sales Order or other agreement is mutually executed and expressly states that it is modifying the applicable provision(s) within the Schedule Attachment or Standard Terms, in which event the Sales Order or other agreement, as applicable, shall govern, but only with respect to the particular ScienceLogic Offerings that are subject to the same. In the event of a conflict between the provisions of the Skylar AI Software and Services Addendum, if incorporated herein, and the provisions of another Schedule Attachment, the Skylar AI Software and Services Addendum shall govern in that instance.

2 Charges and Payment.

2.1 General. In consideration for the ScienceLogic Offerings purchased directly from ScienceLogic under the Agreement, Customer agrees to pay to ScienceLogic the amounts set forth on

the applicable Sales Order. Unless otherwise provided on the Sales Order, Customer shall pay such amounts within (thirty) 30 days following the date of invoice, and all payments shall be made in U.S. dollars without offset, reduction or abatement. Customer further agrees to reimburse ScienceLogic for direct travel costs associated with performance of Professional Services if ScienceLogic personnel are required to travel in excess of fifty (50) miles to the location for performance of such Services. If any authority imposes a tax, duty, levy, or fee, excluding those based on ScienceLogic's net income, upon any ScienceLogic Offerings supplied by ScienceLogic under this Agreement, Customer agrees to pay that amount as specified in ScienceLogic's invoice or supply ScienceLogic with exemption documentation. Customer's failure to pay according to the terms of this Agreement shall entitle ScienceLogic, without prejudice to its other rights and remedies under this Agreement, (i) to charge interest on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, and (ii) at its option, to suspend the provision of any ScienceLogic Offerings. Customer shall reimburse ScienceLogic for all reasonable costs incurred by ScienceLogic in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees and court costs. Unless otherwise specified on the applicable Sales Order, ScienceLogic may increase recurring charges for ScienceLogic Offerings by giving Customer thirty (30) days written notice, and such increase will apply on renewal of the applicable Subscription Term. For avoidance of doubt, Customer alone remains responsible for payment of any amounts that it has agreed to pay ScienceLogic's authorized reseller(s) in consideration for all ScienceLogic Offerings purchased through such authorized reseller(s).

2.2 Subscription Payment Terms.

(a) Upon any purchase of a Subscription to a Product directly from ScienceLogic, Customer agrees to pay to ScienceLogic, in advance, the full Base Subscription Fees indicated in the applicable Sales Order for the first full calendar year of the applicable Subscription Term. ScienceLogic will provide Customer with access to the License Keys or Access Protocols, as applicable, as indicated in the Sales Order, and all ScienceLogic Offerings are deemed accepted upon delivery. For purposes of this Agreement, "calendar year" refers to each successive twelve (12)-month period, commencing either when the License Key or Access Protocols have been made available to the Customer, or commencing on an anniversary of that date.

(b) Customer acknowledges that the price of a Subscription is based upon (i) the Product specified in the applicable Sales Order; (ii) the type and duration of ScienceLogic Offering being purchased in relation to that Product (i.e. on-premises license or SaaS, with related Subscription Term) and (iii) either, (A) in the case of Skylar One or Skylar Compliance, the number of Managed Devices and/or Nodes concurrently managed by Customer using Skylar One or Skylar Compliance, or (B) in the case of Skylar Automated RCA, the volume of log files analyzed, measured in terabytes over the period of time specified in the Sales Order (the measurements per clause '(iii)', Customer's "*Usage*"). Skylar AI Offerings may also be subject to fees based upon additional fees based upon Usage metrics specified in the Skylar AI Software and Service Addendum. Each Sales Order will identify the level of Usage for which Customer is purchasing a Subscription (such level of authorized Usage, the "*Baseline*"). If any Subscription becomes subject to an Auto-Renewal, Customer agrees that prices payable under such Subscription shall be increased to prices reflecting a 5% increase

above the prices that were applicable to the prior Subscription Period, or to ScienceLogic's then-current prevailing rates for the applicable ScienceLogic Offerings, whichever is greater. ScienceLogic will submit an invoice for the full Renewal Subscription Period not more than seven (7) calendar days prior to the date of renewal, and Customer agrees that payment shall be due in full within thirty (30) days after the date of invoice, or, for multi-year renewals, in equal annual installments, with the initial payment due within thirty (30) days after the date of invoice..

(c) Customer acknowledges that each Product will automatically conduct and transmit to ScienceLogic a daily measurement of Customer's then-current Usage, and Customer agrees to facilitate such count and transmission, without interference. If Customer is unable to provide such technical assistance for any reason, the Parties shall work together to generate a Usage report using the applicable Product's built-in reporting functionality. Following the end of each calendar quarter during the Subscription Term, ScienceLogic will prepare a report which calculates Customer's average daily Usage during the then-preceding quarter. If the average daily 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 an amount equal to the product obtained by multiplying the Overage by the rate applicable to Overages, as such rate is 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.

3 Additional Products and Services.

3.1 Software. Customer acknowledges that, in limited circumstances, ScienceLogic may make available for purchase certain licenses for software products of third-party vendors who have authorized ScienceLogic to resell such licenses or to act as the vendor's sales agent. In the event any Sales Order contemplates ScienceLogic's resale to Customer, and Customer's purchase from ScienceLogic, of licenses for any third-party software product, Customer acknowledges that each such third-party software product shall be subject to the terms of the applicable end user license agreement or similar document provided with such third-party software. Customer agrees to comply with each such agreement and, if ScienceLogic so requests, Customer shall execute a copy of each such Agreement and deliver it to ScienceLogic or ScienceLogic's supplier.

3.2 Support and Maintenance Services. Without limiting ScienceLogic's obligations with respect to any applicable warranty under this Agreement, ScienceLogic also provides its standard support and maintenance services, without additional charge to Customer, throughout the duration of each applicable Subscription Term, provided that support and maintenance services for perpetual licenses are sold separately. ScienceLogic will at all times provide such support and maintenance services in accordance with ScienceLogic's then-current, standard Support Guide. As further described in the Support Guide, ScienceLogic will provide such support through a variety of systems including on-line help, FAQ's, training guides and templates, and the use of live help. ScienceLogic is not obligated to maintain or support any customizations to the ScienceLogic Offerings except under a separate agreement signed by the Parties.

3.3 Professional Services. Professional Services (including, for example, installation, custom configuration, and related training services) are provided by ScienceLogic subject to the terms and

conditions of each mutually executed Statement of Work, or as the Parties may otherwise agree in a mutually executed Sales Order. All Professional Services are subject to the Professional Services Schedule Attachment.

3.4 Cooperation. Customer agrees, at its own expense, to provide ScienceLogic with all reasonable cooperation necessary or appropriate to enable ScienceLogic's performance under this Agreement, including (if necessary) providing access to properly equipped facilities and obtaining all Required Consents necessary for ScienceLogic to perform its obligations hereunder. "Required Consents" are any consents, approvals or grants of rights necessary such that ScienceLogic may, as necessary to perform its obligations hereunder, access, use, and/or modify any third party software, hardware or other products or information used by Customer without infringing or violating the rights of any third party (including, by way of example, privacy rights and intellectual property rights of any kind) and without violating any contractual obligations to which Customer is bound. When ScienceLogic's performance under this Agreement requires or is contingent upon Customer's performance of an obligation (including providing Required Consents, approval or notification or taking a recommended corrective action) under this Agreement, and Customer delays or withholds its performance beyond the agreed time period (or beyond five business days, if a time period is not specified), ScienceLogic will be relieved of its obligation to perform the affected obligations entirely or, if it is reasonable for ScienceLogic to perform once Customer performs, until a reasonable period following Customer's performance of its obligation.

4 Confidentiality.

(a) 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 again 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 understand as intended by the Owner to be considered confidential and proprietary for purposes of this Agreement. Notwithstanding the foregoing, Customer acknowledges that ScienceLogic Offerings and the User Documentation shall at all times constitute ScienceLogic's Confidential Information.

(c) 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.

(d) 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.

(e) 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.

5 Mutual Representations and Warranties.

(a) Each of the Parties represents to the other, and for the benefit of the other Party only, 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.

(b) Each of the Parties warrants to the other, and for the benefit of the other Party only, that (i) all of its representations above will remain true throughout the term of this Agreement; and (ii) full performance of its duties under this Agreement will not conflict with its performance under any other legally binding agreement.

6 Standard Warranty.

(a) For a period of ninety (90) days from the commencement of the Subscription Term (the "*Warranty Period*"), ScienceLogic warrants that the applicable Product when used as permitted under this Agreement and in accordance with the instructions in the User Documentation, will operate substantially as described in the User Documentation. ScienceLogic will, at no additional charge to Customer, and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Product reported in writing by Customer to ScienceLogic during the Warranty Period. If ScienceLogic determines that it is unable to correct such error, ScienceLogic shall permit Customer to terminate

the applicable Subscription and receive a refund of the fees actually paid by Customer for the applicable Subscription. In such instance, if Customer has purchased its on-premises license for the Product or its Access Rights for the SaaS Services from a ScienceLogic authorized reseller, Customer acknowledges that any such refund shall be processed through, and payable solely by, the applicable authorized reseller.

(b) The warranties in this Section 7 do not apply to the extent any issue (i) arises from modification of the Product by any party other than ScienceLogic; (ii) arises from integration of the relevant Product or SaaS Services with software, equipment, networks, systems, processes or other subject matter not provided by ScienceLogic or required for ordinary use in accordance with applicable User Documentation; (iii) cannot be reproduced by ScienceLogic's reasonable efforts to do so; or (iv) results from use of the relevant ScienceLogic Offering in a manner not authorized by this Agreement.

7 Disclaimers. EXCEPT AS EXPRESSLY REPRESENTED AND/OR WARRANTED UNDER THIS AGREEMENT, SCIENCELOGIC DISCLAIMS, TO THE MAXIMUM EXTENT ENFORCEABLE BY LAW, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, DATA ACCURACY, SYSTEM INTEGRATION, AND ANY OTHER WARRANTIES THAT MAY OTHERWISE BE IMPLIED. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING SCIENCELOGIC OFFERINGS TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE USE OF, AND RESULTS OBTAINED FROM, THE SCIENCELOGIC OFFERINGS. WITHOUT LIMITING THE FOREGOING PROVISION, SCIENCELOGIC DOES NOT WARRANT THAT THE SCIENCELOGIC OFFERINGS WILL BE ERROR-FREE OR THAT USE OF, OR ACCESS TO, SUCH SCIENCELOGIC OFFERINGS WILL BE UNINTERRUPTED, THAT SCIENCELOGIC WILL CORRECT ALL SOFTWARE DEFECTS, OR THAT THE SCIENCELOGIC OFFERINGS WILL MEET CUSTOMER'S REQUIREMENTS. NO WARRANTIES ARE MADE ON THE BASIS OF COURSE OF PERFORMANCE, COURSE OR DEALING, OR TRADE USAGE.

7A Special Disclaimers Regarding Hardware Purchases. IN THE EVENT SCIENCELOGIC SELLS TO CUSTOMER ANY HARDWARE PURSUANT TO A SALES ORDER UNDER THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT ALL SUCH HARDWARE IS MANUFACTURED BY A THIRD-PARTY AND THAT SCIENCELOGIC HAS ARRANGED FOR THE PROCUREMENT AND DELIVERY OF THE THIRD-PARTY HARDWARE AS A CONVENIENCE AND SERVICE TO CUSTOMER. CUSTOMER UNDERSTANDS THAT SCIENCELOGIC DOES NOT MANUFACTURE OR SUPPORT ANY SUCH HARDWARE; ACCORDINGLY, ALL HARDWARE PROVIDED PURSUANT TO THIS AGREEMENT IS PROCURED BY SCIENCELOGIC FROM A THIRD-PARTY AND RESOLD TO CUSTOMER, SUBJECT TO THE APPLICABLE MANUFACTURER'S WARRANTY AND APPLICABLE MANUFACTURER'S TERMS AND CONDITIONS OF SUPPORT. WITHOUT LIMITING SCIENCELOGIC'S APPLICABLE WARRANTIES RELATED TO THE SCIENCELOGIC OFFERINGS, SCIENCELOGIC DOES NOT PROVIDE ANY SEPARATE OR ADDITIONAL WARRANTY REGARDING ANY SUCH THIRD-PARTY HARDWARE, AND SCIENCELOGIC DISCLAIMS ANY WARRANTY THAT MAY OTHERWISE BY IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO HARDWARE IS CONSIDERED A "SCIENCELOGIC OFFERING" FOR PURPOSES OF THIS AGREEMENT. CUSTOMER EXPRESSLY AGREES THAT ALL SUCH HARDWARE IS DEEMED ACCEPTED UPON DELIVERY, SUBJECT TO THE MANUFACTURER'S APPLICABLE WARRANTY, AND NO SUCH HARDWARE MAY BE RETURNED, NOR IS IT SUBJECT TO ANY REFUND CLAIMS WHATSOEVER. CUSTOMER AGREES TO PURSUE ANY WARRANTY-RELATED CLAIMS DIRECTLY WITH THE APPLICABLE THIRD-PARTY MANUFACTURER, PROVIDED THAT SCIENCELOGIC WILL PROVIDE REASONABLE ASSISTANCE TO ESTABLISH COMMUNICATIONS BETWEEN CUSTOMER AND THE MANUFACTURER (E.G., PROVISION OF RELEVANT MANUFACTURER CONTACT INFORMATION TO THE EXTENT AVAILABLE TO SCIENCELOGIC).

8 Exclusions of Remedies. 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. HOWEVER, THIS PARAGRAPH SHALL NOT LIMIT OR MODIFY EITHER PARTY'S RIGHTS OR OBLIGATIONS ARISING FROM BREACH OF SECTION 5 (CONFIDENTIALITY) OR ARISING FROM ONE PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9 Limitations of Liability. THE MAXIMUM LIABILITY OF A PARTY IN CONNECTION WITH ANY PARTICULAR CLAIM FOR DAMAGES UNDER THIS AGREEMENT SHALL NEVER EXCEED FIFTY THOUSAND DOLLARS (U.S. $50,000), PROVIDED THAT THE MAXIMUM CUMULATIVE LIABILITY OF A PARTY ASSOCIATED WITH ALL CLAIMS UNDER THIS AGREEMENT, CONSIDERED IN AGGREGATE, SHALL NEVER EXCEED THE SUM OF ALL PAYMENTS MADE UNDER THIS AGREEMENT, PROVIDED THAT THE FOREGOING WILL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY AMOUNTS DUE IN THE ORDINARY COURSE. 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 FOREGOING, THIS PARAGRAPH SHALL NOT LIMIT OR MODIFY EITHER PARTY'S RIGHTS OR OBLIGATIONS ARISING FROM BREACH OF SECTION 5 (CONFIDENTIALITY) OR ARISING FROM ONE PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. BOTH PARTIES ACKNOWLEDGE THAT THIS SECTION 10 AND THE PRECEDING SECTION 9 ARE EACH AN ESSENTIAL BASIS OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

10 Term and Termination.

10.1 Duration; Termination.

(a) This Agreement, including these Standard Terms and all applicable Schedule Attachments thereto, shall become effective upon the Effective Date and shall remain in effect until such time as no Sales Orders or Subscriptions remain in effect any longer or have been terminated. Each Subscription shall initially remain in effect for the Subscription Term indicated in the applicable Sales Order, and thereafter the Subscription Term shall automatically renew (an

"Auto-Renewal") and extend for an additional period equal to the initial Subscription Term (a "Renewal Subscription Term"), and such renewals shall likewise be repeated for successive extensions upon expiration of each Renewal Subscription Term, unless either party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the expiration of the then-current Subscription Term or Renewal Subscription Term, as applicable; provided, however, that in no event shall the aggregate length of the initial Subscription Term and any renewal periods exceed five (5) years without ScienceLogic's written approval. Any such renewal or extension shall apply to only the specific Subscription and not to any other Subscriptions that may have been purchased under the Agreement.

(b) Either Party may terminate this Agreement upon written notice if the other Party has committed a material breach of its obligations arising under this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party, which notice specifies the breach in reasonable detail.

10.2 Effect of Expiration or Termination. Upon expiration (without renewal) or termination of any Subscription, any licenses granted under such Subscription shall immediately terminate, access to any SaaS Services under that Subscription shall likewise terminate, and Customer agrees to immediately cease all use of the applicable ScienceLogic Offering. In the event this Agreement is terminated in its entirety, all Subscriptions shall immediately terminate. ScienceLogic shall issue an invoice for all amounts accrued and payable as of such expiration or termination of any Subscription(s), and Customer agrees to pay such invoiced amounts within thirty (30) days.

10.3 Survival Obligations. Any terms of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including the terms of Section 2 (Charges and Payment), Section 7 (Disclaimers), 7A (Special Disclaimers Regarding Hardware Purchases), Section 8 (Exclusion of Remedies) Section 9 (Limitation of Liability), this Section 10.3 (Survival Obligations), Section 11 (No liability due to *force majeure*), Section 12 (Rules for Interpreting this Agreement), and Section 13 (General and Miscellaneous Provisions), shall remain in effect until fulfilled. Termination of the Agreement does not terminate or otherwise affect any other contract between the Parties.

11 No liability due to *force majeure*. If a Party is prevented from performing its duties under this Agreement as a result of an event of *force majeure*, its failure to perform will not be considered a breach of this Agreement, and its performance will be excused for the duration of the force majeure. For purposes of this Agreement, an event of *"force majeure"* refers to an act of God, war, terrorism, pandemic, natural disaster and other events beyond reasonable control of the non-performing Party.

12 Rules for Interpreting This Agreement.

(a) 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."

(b) References to "sections," "paragraphs," "clauses" and "provisions" or similar terms are references to portions of this document only, unless the reference expressly states otherwise.

(c) 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 offices of U.S. banks are closed.

(d) 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.

(e) 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.

(f) 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 a writing executed by representatives of each of them.

(g) 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.

(h) 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.

(i) 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.

13. General and Miscellaneous Provisions.

(a) 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 be delivered to the address which the receiving Party has most recently designated for itself via proper notice. 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. Except where otherwise expressly provided by this Agreement, no notices given by email will be effective.

(b) 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 it 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. As a further exception to the provisions of this paragraph, ScienceLogic may engage the services of one or more subcontractors in performance of its obligations hereunder, provided that such subcontractors are bound by written agreements that are substantially as protective of Customer's rights as are the provisions of this Agreement, and provided that ScienceLogic shall remain responsible for the acts and omissions of each such subcontract in relationship to this Agreement and shall remain responsible for performance of ScienceLogic's obligations hereunder. A Party may also assign its right to receive payments under this Agreement without requiring consent from the other Party, but it must provide notice of that assignment to the other Party before the assignment will be considered effective.

(c) The Parties intend to make commitments only to each other under this Agreement, and only for their respective benefits. Accordingly, except as otherwise expressly stated herein, there are no intended "third party beneficiaries" to this Agreement, and the Parties do not intend to give any third party any right to enforce this Agreement or any part of it.

(d) The Parties intend that the laws of the United States and of the Commonwealth of Virginia should be used to interpret and enforce this Agreement. If any instances occur when the laws of Virginia 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.

(e) The state courts of the Commonwealth of Virginia or the Federal District Court for the Eastern District of Virginia shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning this Agreement, provided that ScienceLogic may bring an action for injunctive relief in any court of competent jurisdiction to stop or prevent any violation or infringement of its Intellectual Property Rights. Except for actions related to the protection of the proprietary rights of ScienceLogic and its suppliers, neither Party shall bring a legal action against the other relating to the subject matter of this Agreement more than 2 years after the cause of action arose. Nothing in this Agreement affects any statutory rights that cannot be waived or limited by contract under applicable law.

(f) If the ScienceLogic Offering and the User Documentation are being procured on behalf of the United States Government, the following applies: The Software and accompanying User Documentation are "commercial items" and are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in 48 C.F.R. 12.212 of the Federal Acquisition Regulations ("FAR") and its successors and 48 C.F.R. 227.7202 of the Department of Defense FAR Supplement ("DFARS") and its successors. Consistent with the FAR, DFARS and related laws, any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying User Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

(g) Customer and ScienceLogic shall obtain the other's written consent before publicly using any advertisement, written sales promotion, press release or other publicity relating to this Agreement or in which the other Party's name is used or may reasonably be inferred; provided, however, that ScienceLogic shall have the right, at its own expense, to refer to Customer in its written materials, to provide a factual description of the ScienceLogic Offerings provided under this Agreement, to include Customer in its list of references, and to display Customer agrees to consider in good faith ScienceLogic's requests from time to time to make a reasonably qualified representative available to speak telephonically, at a time convenient to Customer, with third parties whom ScienceLogic may introduce to Customer to learn about Customer's experience with ScienceLogic products and services.

(h) 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 Standard Terms]

SCIENCELOGIC, INC.

Standard Terms – Attachment 1 (Glossary)

Capitalized words and phrases used throughout this Agreement, if not otherwise defined where they appear, have the meanings set forth below. For the sake of clarity, some terms defined in the glossary below do not appear elsewhere in these Standard Terms and instead appear only in the particular Schedule Attachment(s) to which they apply.

"*Access Protocols*" have the meaning set forth in Section 1.1 of the SaaS Services Schedule Attachment.

"*Access Rights*" are contractual rights to receive the SaaS Services and to access the features and functionality of the particular Product 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 the terms and conditions of this Agreement.

"*Additional Subscription Fees*" has the meaning stated in Section 2.2(c) of these Standard Terms.

"*Affiliate*" means with respect to either Party, any entity that controls, is controlled by, or under common control with, such Party, where "control" means the power to direct the management of an entity by means of equity ownership, board membership or contract.

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

"*Authorized End User*" means any individual employees of Customer or employees of its subsidiaries over whom it maintains supervisory control, or other persons for which Customer has procured Third-Party Use Authorization as contemplated below.

"Auto-Renewal" has the meaning given in Section 10.1(a) of these Standard Terms.

"*Base Subscription Fee*" means the periodic fees payable in consideration for Usage of the specified Product or SaaS Services within the applicable Baseline for which a Subscription has been purchased (as indicated in a valid Sales Order). For the sake of clarity, Base Subscription Fees do not cover use of a specified Product or SaaS Services in excess of the Baseline.

"*Baseline*" has the meaning given in Section 2.2(b) of these Standard Terms.

"*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 roadmaps, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, operational procedures, 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.

"*Customer*" has the meaning given in the preamble to these Standard Terms.

"*Customer Data*" means information submitted by an Authorized End User or automatically uploaded to the SaaS Services by Installable Components used by Customer, including, but not limited to, account information, network information, user IDs, and usage details.

"*Customer Materials*" are materials or information (including, without limitation, Customer's Confidential Information) provided by Customer to ScienceLogic for purposes of ScienceLogic's performance of Professional Services.

"*Deliverables*" means any item, information, or material that a Statement of work requires ScienceLogic to deliver or transmit to Customer in the course of, or as a result of, performing Professional Services, excluding any ScienceLogic Offering. A "Deliverable" may be a tangible item, data, or any other thing required to be given into Customer's possession by a Statement of Work.

"*Effective Date*" means the date as of which authorized representatives of ScienceLogic and Customer have both executed a Sales Order or other document pursuant to which they mutually agree to be bound by these Standard Terms. For avoidance of doubt, in circumstances when the Parties have mutually executed multiple Sales Orders or other documents adopting these Standard Terms, the first date as of which they have mutually accepted these Standard Terms shall be the Effective Date.

"*Included Features*" refer to the functionalities included with a particular edition of Skylar One. For example, the Enterprise edition of Skylar One includes features not available in the Standard edition.

"*Installable Components*" are proprietary software components, including components sometimes referenced as "PowerPacks", "Collectors" or "Agents," that may be provided by ScienceLogic for use in connection with any ScienceLogic Offerings purchased under this Agreement, that are installable on personal computers, servers, and other end user devices under Customer's control, and that are configured to communicate with the features and functionality of the Product.

"*Intellectual Property Rights*" are the rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the exclusive rights to reproduce, publicly perform, publicly display, modify, adapt, translate, create derivative works based upon, distribute, and, in the case of phonorecords, digitally transmit copyrighted subject matter; (ii) the rights to preclude another from using, making, having made, selling, offering to sell, and importing patented subject matter, and the right 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

SCIENCELOGIC, INC.

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 a code provided by ScienceLogic to Customer that enables activation of a Product for use within the scope of the applicable Subscription.

"*Managed Device*" (also sometimes referred to as a "Node") is any resource that can be discovered and managed by use of a Product and/or regarding which the Product collects fault, performance, configuration, and other metrics. Managed Devices may include physical, network-addressable devices (e.g. routers, switches, personal computers) or virtual devices.

"*Managed Services*" are services provided by Customer to an unaffiliated third party, in the nature of monitoring and management of the third party's physical and virtual IT infrastructure resources, which services by Customer utilize a specified Product (either as licensed to the Customer or provided via a SaaS model) to provide administration of such third party's resources in accordance with this Agreement.

"*Managed Services Customer*" means an unaffiliated, third-party client of Customer that receives Customer's Managed Services.

"*Overage*" has the meaning given in Section 2.2(c) of these Standard Terms.

"*Party*" means each of ScienceLogic and Customer, as defined in the preamble to these Standard Terms.

"*PowerPacks™*" are ScienceLogic's proprietary format of configuration files that enable sharing content among Skylar One-based systems and extracting customized content from Skylar One (either as licensed to the Customer or provided via a SaaS model).

"*Product*" means, with respect to any particular Sales Order, the specific ScienceLogic-proprietary software specified therein, such as Skylar One™, Skylar Compliance™, Skylar Automation™, Skylar Analytics™, Skylar Advisor™, or Skylar Automated RCA™, and any updated or upgraded versions of such software (including Installable Components), provided by ScienceLogic pursuant to its standard maintenance services. References to Skylar One in a Sales Order are understood as references only to the particular edition of Skylar One indicated therein (e.g., Standard, Advanced, or Enterprise editions), provided that, if the Sales Order does not specify the particular edition, it shall be understood as a reference to the Standard edition of Skylar One. *NOTICE: As of October, 2025, ScienceLogic has consolidated certain of its product names under the Skylar™ brand. To avoid any confusion, please be aware that some ScienceLogic User Documentation, portions of the Support Guide, Sales Orders or older versions of these Standard Terms may refer to prior product names. Customer should therefore be aware that any references to "SL1" in such materials should be understood as references to Skylar One; references to "PowerFlow" are references to "Skylar Automation; references to "Restorepoint" are references to Skylar Compliance; and references to "Zebrium" are references to Skylar Automated Root Cause Analysis. These changes reflect naming updates only.*

"*Professional Services*" are services other than ScienceLogic's standard support and maintenance services, which other services are specified in the applicable Sales Order, such as training services or development of ScienceLogic's proprietary form of Skylar One

configuration files known as "PowerPacks." For avoidance of doubt, SaaS Services are not Professional Services.

"*Required Consents*" have the meaning given in Section 3.4 of these Standard Terms.

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

"*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 ScienceLogic Offering(s) to be purchased by Customer, subject to these Standard Terms and any applicable Schedule Attachment(s), together with the price to be paid, Subscription Term (if applicable), any other mutually agreed terms applicable to the purchase.

"*Schedule Attachment*" means any of the ScienceLogic Software License Schedule Attachment, the ScienceLogic SaaS Services Schedule Attachment, or ScienceLogic Professional Services Schedule Attachment, each of which includes terms and conditions that supplement and/or modify these Standard Terms with respect to the particular ScienceLogic Offerings to which they relate. The Skylar AI Software and Services Addendum shall be considered a Schedule Attachment in such instances when it has been incorporated into the Agreement by mutual agreement.

"*ScienceLogic Offerings*" are (i) licenses to use a particular software Product, (ii) Subscriptions to ScienceLogic's SaaS Services, or (iii) Professional Services, in all cases as made available by ScienceLogic for purchase by Customer under these Standard Terms.

"*Skylar AI Offerings*" are each of the specific ScienceLogic Offerings known as Skylar Analytics and Skylar Advisor.

"*Skylar AI Software and Services Addendum*" refers to the document entitled "Skylar AI Software and Services Addendum v20260116", which document sets forth terms and conditions governing purchase and use of the Skylar AI Offerings, which terms and conditions may be incorporated into these Standard Terms when applicable and mutually agreed, and which terms and conditions are available for review at https://www.sciencelogic.com/company/legal.

"*SLA Terms*" means the terms stated in the ScienceLogic Service Level Agreement, as amended from time to time, available at the following hyperlink: https://support.sciencelogic.com/s/sl1-saas-resources.

"*Standard Terms*" are the ScienceLogic Standard Terms and Conditions set forth in this document.

"*Statements of Work*" means a separate, mutually signed document that expressly states that it is a statement of work subject to these Standard Terms (and/or the Professional Services Schedule Attachment), and that (i) identifies the duties that each Party agrees to perform and, if applicable, the time period during which those duties are to be performed and/or completed; (ii) identifies any Deliverables to be provided by ScienceLogic; (iii) states any payments to be made by Customer 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.

"*Subscription*" means (i) with respect to on-premises licenses for a software Product, a license of specified duration to use the specified Product in accordance with the Software License Schedule Attachment; and (ii) with respect to SaaS Services, a contractual right to access the features and functionality of the specified Product 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. Unless otherwise stated on the applicable Sales Order, each Subscription Term shall commence upon the date that the License Key (for on-premises licenses) or Access Protocols (for SaaS Services), as applicable, are made available to the Customer.

"*Support Guide*" means, collectively, ScienceLogic's then-current standard technical support and maintenance policies, available at: https://www.sciencelogic.com/company/legal.

"*Third-Party Use Authorization*" means express authorization provided by ScienceLogic pursuant to a Sales Order granting to Customer authorization to permit one or more specified third parties (e.g., an outsourced service provider) to access a ScienceLogic Product and/or to exercise Customer's rights under a Subscription, in either case on Customer's behalf within the scope of rights purchased by Customer pursuant to this Agreement, as contemplated in the ScienceLogic Software License Schedule Attachment and/or ScienceLogic SaaS Services Schedule Attachment.

"*Usage*" has the meaning stated in Section 2.2(b) of these Standard Terms.

"*User Documentation*" means ScienceLogic's standard documentation ordinarily provided to licensees of a software Product and users of the SaaS Services, which documentation describes the features and functions of the applicable ScienceLogic Offering.

[End of Standard Terms – Attachment 1 (Glossary)]

SCIENCELOGIC STANDARD TERMS AND CONDITIONS
Software License Schedule Attachment

This Software License Schedule Attachment (the "*Attachment*") is a "Schedule Attachment" as defined in the ScienceLogic Standard Terms and is an addendum to the agreement between ScienceLogic and Customer which incorporates such Standard Terms (the "*Agreement*"), provided that this Attachment shall apply only if and to the extent Customer purchases on-premises licenses for the ScienceLogic Software. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Standard Terms. This Attachment may be accepted by Customer in any manner indicating Customer's agreement to be bound by them, including, by way of example, by executing a Sales Order which indicates that one or more purchases contemplated therein are subject to the Standard Terms and/or this Attachment.

1 Software License.

1.1 Standard License Grants.

(a) For all purposes under this Attachment, the term "Software" refers to the particular software Product for which the applicable license has been purchased via a Sales Order (e.g., Skylar One ™, Skylar Compliance ™, Skylar Automation, Skylar Analytics™, Skylar Advisor™, or Skylar Automated RCA ™). Subject to the terms and conditions of this Agreement, ScienceLogic hereby grants Customer a nonexclusive, nontransferable and non-sublicensable license, during the Subscription Term specified in each valid Sales Order, (i) to install the Software upon a single computer server under Customer's supervision and control; (ii) to access and use the Included Features for the particular Product indicated in the Sales Order, solely for Customer's internal business activities and within the scope of Usage for which a license has been purchased, as indicated in the Sales Order; and (iii) to make and install one (1) backup copy of the Software, provided that the original copy and backup copy are not in use at the same time.

(b) For purposes of this Schedule Attachment, Customer's internal business activities may include use of Software to provide Managed Services (i.e., to monitor and manage the information technology infrastructure assets of Customer's third-party customers) within the scope of the license purchased (*i.e.*, up to the maximum aggregate Usage for which the license has been purchased, as specified in the Sales Order).

(c) Subject to the terms and conditions of this Agreement, ScienceLogic further grants to Customer a non-exclusive, nontransferable, non-sublicensable license, during the applicable Subscription Term, to use and reproduce the User Documentation only in conjunction with Customer's installation and permitted use of the Software. Customer will reproduce all copyright notices on each copy, or partial copy, of the Software and User Documentation.

(d) Unless otherwise expressly agreed in writing, all Software will be delivered electronically, and the Software will be considered fully delivered and accepted upon actual download by or on behalf of Customer.

1.2 Skylar Automation.

In the event Customer purchases or is otherwise provided a Subscription for an on-premises license to use ScienceLogic's proprietary "Skylar Automation" Software, the rights granted in this Section 1.2 shall apply in lieu of the license granted in Section 1.1: Subject to the terms and conditions of this Agreement, ScienceLogic hereby grants Customer a nonexclusive, nontransferable and non-sublicensable license, during the applicable Subscription Term specified in each valid Sales Order, (i) to install a single copy of the Skylar Automation Software upon a single computer server under Customer's supervision and control; and (ii) to use the Skylar Automation Software solely in support of Customer's authorized use of the Skylar One Product for which it holds valid Subscriptions and for purposes of creating integrated workflows between Skylar One and other software applications, via the functionality available within Skylar Automation, for Customer's internal business activities as contemplated above. Except as provided in this paragraph, all other provisions of this Agreement applicable to on-premises license Subscriptions for ScienceLogic Products apply to on-premises Subscriptions for the Skylar Automation Software.

1.3 Global Manager.

In the event Customer purchases or is otherwise provided a Subscription for an on-premises license to use ScienceLogic's proprietary Global Manager Software, the rights granted in this Section 1.3 shall apply in lieu of the license granted in Section 1.1: Subject to the terms and conditions of this Agreement, ScienceLogic hereby grants Customer a nonexclusive, nontransferable and non-sublicensable license, during the applicable Subscription Term specified in each valid Sales Order, (i) to install a single copy of the Global Manager Software upon a single computer server under Customer's supervision and control; and (ii) to use the Global Manager Software solely in support of Customer's authorized use of the Skylar One Product for which it holds one or more valid Subscriptions and for purposes of aggregating data from such Skylar One-based systems, and solely for Customer's internal business activities as contemplated above. Except as provided in this paragraph, all other provisions of this Agreement applicable to on-premises license Subscriptions for ScienceLogic Products apply to on-premises Subscriptions for the Global Manager Software.

1.4 License Subscriptions to Skylar AI Offering.

In the event Customer purchases or is otherwise provided a Subscription for an on-premises license to use ScienceLogic's proprietary Skylar Analytics software and/or Skylar Advisor software, each such Subscription is subject to the Skylar AI Software and Services Addendum.

1.5 Evaluation Licenses.

If Customer purchases or is otherwise provided a license to install and use a ScienceLogic software Product for purposes of conducting an evaluation thereof, as indicated in the applicable Sales Order by reference to "evaluation," "trial," "proof of concept," "proof of value" or similar reference, or as otherwise indicated in the documentation or process by which Customer requests or is provided such Subscription, ScienceLogic hereby grants to Customer, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable and non-sublicensable license (i) to install one copy of the applicable Software onto a single computer server operated and under the direct control of Customer; (ii) in the case of an evaluation provided for Skylar One or Skylar Compliance, to operate such Software solely to monitor up to 1000 Managed Devices (or such other number of Managed Devices indicated in an applicable Sales Order), or in the case of Skylar Automated RCA, to operate such Software solely to analyze up to One Hundred Gigabytes (100GB) of log file data per day (or such other volume of log file data indicated in an applicable Sales Order); (iii) in the case

of Skylar AI Offerings, to operate such Software solely to analyze metrics and other output from a Skylar One instance operating in a non-production environment for which Customer holds a valid Subscription (or valid evaluation license); and (iv) to use the relevant Product solely for non-production purposes and evaluation in connection with assessing whether Customer desires to purchase a Subscription for production purposes. Unless otherwise specified in an applicable Sales Order, this license is effective only for a period of ninety (90) days, commencing upon delivery. Notwithstanding any provision of this Agreement to the contrary, Customer acknowledges that no warranties or service level commitments under this Agreement apply to any Product or Subscription provided for evaluation purposes, and ScienceLogic will have no liability for any failure or delay to provide technical support or maintenance in connection with any such evaluation.

1.6 Reserved Rights. ScienceLogic reserves all rights not expressly granted under this Agreement. This Agreement does not convey to Customer an interest in or to the Software, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Customer acknowledges that, as between ScienceLogic and Customer, ScienceLogic and its suppliers own all Intellectual Property Rights that are embodied in, or practiced by, the Software. No title to any copy of the Software, nor title to any Intellectual Property Rights therein, is transferred to Customer by this Agreement. The Software is licensed, not sold.

2. License Restrictions.

2.1 General Usage Restrictions. Customer agrees not to act outside the scope of the license rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, Customer agrees not to (i) reproduce copies of the Software; (ii) modify, adapt, translate or create derivative works based upon the Software, provided that the foregoing shall not be construed to prohibit Customer from configuring the Software to the extent permitted by the Software's standard user interface; (iii) distribute, digitally transmit, publicly perform, publicly display, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer or assign to any third party the Software or any of Customer's rights under this Agreement; (iv) provide access to the Software in a time-sharing arrangement or in the nature of a service bureau, software-as-a-service provider, or application service provider; (v) use the Software in any manner that is inconsistent with the User Documentation; (vi) access, use or exploit, in any way, any features other than the Included Features for the applicable Product identified in the Sales Order; or (vii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software. To the extent required by law, and at Customer's written request, ScienceLogic shall provide Customer with the interface information necessary to enable interoperability between the Software and other software; provided, however, that ScienceLogic may impose reasonable conditions, including a reasonable fee, on Customer's use of such interface information to ensure that ScienceLogic's and its suppliers' proprietary rights in such interface information are protected. Customer agrees to use the Software 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 full or partial copies of the Software or User Documentation outside the United States of America, except in compliance with applicable export laws and regulations. Without limiting the requirements of the preceding sentence, in no event may Customer install or otherwise deploy or use the Software within the People's Republic of China or any territory, colony or

jurisdiction thereof, except as expressly authorized by ScienceLogic in writing on a case-by-case basis. 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 licensed 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.

2.2 Lab License Restrictions. In the event Customer purchases a Subscription designated as a "laboratory" or "lab" license (or similar designation) in the applicable Sales Order, Customer agrees that, notwithstanding any other provision of this Agreement to the contrary, Customer may use such Subscription only for internal, non-production purposes. Unless otherwise expressly authorized in the applicable Sales Order, in no event may such a "lab" license be used to monitor or manage more than 1000 Managed Devices.

2.3 Managed Services. As a condition of providing Managed Services to any third party, Customer shall require the relevant Managed Services Customer(s) to agree to abide by terms and conditions that are at least as protective of ScienceLogic, of the Software, and of ScienceLogic's proprietary rights (including rights in ScienceLogic's Confidential Information") as are the terms and conditions of this Agreement. In no event may Customer purport to make any representations, warranties, or binding commitments on behalf of ScienceLogic, to any third party, and Customer agrees that it shall be responsible for all acts and omissions of each Managed Services Customer to the same extent that Customer is responsible for its own acts and omissions. For avoidance of doubt, Customer is authorized to use the Software internally as a tool to perform Managed Services for the benefit of a third party, but in no event may Customer resell, sublicense or otherwise permit any Managed Services Customer to access the Software directly (e.g., Customer may not authorize personnel of a Managed Services Customer to login to the user interface of the Software.)

2.4 Third-Party Usage Authorizations; Responsibility for End Users

(a) Unless otherwise expressly provided in the applicable Sales Order, Customer may utilize Subscriptions purchased under this Agreement solely through its own employees and the employees of its subsidiaries over whom it maintains supervisory control. In no event may Customer permit any third parties to access any ScienceLogic Product or to exercise Customer's rights in any ScienceLogic Offering unless Customer has been given express authorization to permit such access ("*Third-Party Use Authorization*") via the applicable Sales Order. For avoidance of doubt, Customer may not authorize any third-party outsourced service provider to run and operate any ScienceLogic Product on Customer's behalf without procuring Third-Party Use Authorization as required by this paragraph.

(b) Customer understands that certain ScienceLogic Products (including, e.g., Skylar One) include functionality permitting Customer to configure read-only screens (aka "dashboards") that display configurable data outputs from such Products. Notwithstanding the preceding clause '(a)', Customer may permit third parties to view such dashboards, and Third-Party Use Authorizations are not required for such purposes.

(c) Customer will ensure that anyone who uses the Software on Customer's behalf (accessed either locally or remotely) does so only for Customer's authorized use and complies with the terms of this Agreement. Customer acknowledges that it is responsible for the

acts and omissions of all persons whom it authorizes to use the Software to exercise any Third-Party Use Authorizations, to access dashboards as contemplated in the preceding clause '(b)', or otherwise to exercise Customer's rights under this Agreement, to the same extent as if such acts and omissions were Customer's own.

3 Software Activation. Customer acknowledges that the Software is delivered in a disabled condition and that it requires a License Key for activation. Customer acknowledges that the Software includes automated functionality by which it transmits license registration data via the Internet to ScienceLogic and/or ScienceLogic's supplier(s), and Customer agrees to permit such transmission, without interference (including, by way of example, by opening one or more appropriate ports within its network, if necessary), to a license server operated by ScienceLogic or its supplier(s) for purposes of validating the authenticity of such license-related data in order to protect ScienceLogic and its suppliers against software piracy.

4 Time Clocks. The Software may contain embedded time clocks or similar functionality that may disable Customer's ability to use the Software after the expiration of the Subscription Term (e.g., expiration of the trial license period if Customer obtained the license for the Software on a trial evaluation basis). Customer acknowledges and agrees that such functionality is mutually acceptable, is not a defect in the Software, nor a violation of any ScienceLogic obligations arising under this Agreement.

5 Third Party Software.

(a) The Software and future updates and upgrades to the Software may contain or be accompanied by certain software components that are made available by third parties and are useful in connection with the Software, including software that is included for use solely at Customer's option ("*Third Party Software*") that (i) is provided to Customer under terms and conditions that are different from this Agreement (each such set of terms and conditions, a "*Third Party License Agreement*") and/or (ii) requires ScienceLogic to provide Customer with certain notices and/or information ("*Third Party Notices*").

(b) Third Party Software is identified in the relevant Third Party Software License Guide (a copy of which is available from ScienceLogic upon Customer's request), that applies to the version of the Software that Customer has licensed (or the relevant update or upgrade to such Software).

(c) The Third Party Software License Guide will include the Third Party Software's associated Third Party License Agreement and Third Party Notices and/or the Third Party Software will contain or be accompanied by its own Third Party License Agreement (for example, provided when installing or starting such Third Party Software, or accompanying such Third Party Software in a file entitled "README," "COPYING," "LICENSE" or similar title, or included among the Third Party Software's paper documentation, if any). Unless expressly provided otherwise in the Third Party Software License Guide, all Third Party Software is provided to Customer solely for use in association with the Software.

(d) Customer's use of each Third Party Software that contains or is accompanied by its own Third Party License Agreement, or for which ScienceLogic has identified a Third Party License Agreement in the Third Party Software License Guide, will be subject to the terms and conditions of such Third Party License Agreement, and not this Agreement. By using such Third Party Software after the initial installation of such Third Party Software (thereby giving Customer access to the applicable Third Party License Agreement

and Third Party Notices), Customer acknowledge that it has read and agrees to all such Third Party License Agreements and Third Party Notices, including those provided only in the English language. If Customer does not agree to the terms of any particular Third Party License Agreements and Third Party Notices, Customer may not use the applicable Third Party Software. Customer agrees to review the Third Party Software License Guide that applies to Customer's initial license of the Software and any updated or new Third Party Software License Guide(s) that apply to updates and upgrades to the Software. ScienceLogic's suppliers of the Third Party Software are direct and intended third party beneficiaries of this Agreement (including any relevant Third Party Software License Agreements) and may enforce it directly against Customer to the extent it relates to such supplier's specific software.

6 Fees and Payments. Customer understands that the amount payable for the Software license is based on the scope and level of use for which the license is purchased, as specified in the applicable Sales Order. If Customer wishes to increase the scope or level of use, Customer must purchase additional license rights and pay any applicable charges. All amounts payable with respect to licenses purchased directly from ScienceLogic shall be due and payable in accordance with the Standard Terms. Amounts payable in consideration for licenses purchased through ScienceLogic's authorized resellers remain payable pursuant to Customer's agreement with the applicable authorized reseller.

7 Software Support.

(a) Support and maintenance for the Software are provided throughout the Subscription Term as contemplated in the Standard Terms.

(b) Notwithstanding the preceding clause '(a)', when Customer purchases a Subscription for on-premises deployment of a Product, Customer acknowledges that, except for the provision of support and maintenance according to its standard policies during the Subscription Term, ScienceLogic is not responsible for installation, upgrading, or enhancement of the Product, nor for error correction related to the integration or data exchange between the Product and any third party products, nor for any training or other services relating thereto. Customer is solely responsible for obtaining any such additional services and products. Customer also acknowledges that it is solely responsible for procuring and maintaining the systems and infrastructure in which the Product may be installed, and Customer agrees to provide the Storage Area Network (SAN) disk capacity necessary to run the Product, including storage capacity necessary to enable the Product to retain historical system information for any retention periods that Customer may require.

8 Warranties, Disclaimers and Limitations. Customer acknowledges that the Software is subject to all applicable warranties, disclaimers, and limitations of liability set forth in the Standard Terms.

9 Override of Click-Thru Agreement. Each Product may be accompanied by a click-through license agreement or similar agreement (a "Click-Thru Agreement") , which is designed to govern licensees' use of the Product in the absence of an applicable mutually executed contract between ScienceLogic and the applicable licensee. Customer understands that the Software's installation routines may require Customer to acknowledge and indicate its assent to such Click-Thru Agreement. NOTWITHSTANDING ANY PROVISION OF SUCH CLICK-THRU AGREEMENT, SCIENCELOGIC AND CUSTOMER AGREE THAT THIS AGREEMENT SHALL SUPERSEDE SUCH CLICK-THRU

SCIENCELOGIC, INC.

AGREEMENT, AND THE PARTIES' RESPECTIVE RIGHTS AND OBLIGATIONS WITH RESPECT TO ANY PRODUCT AND ANY RELATED LICENSES SHALL DERIVE SOLELY AND ENTIRELY FROM THIS AGREEMENT.   FOR AVOIDANCE OF DOUBT,

NEITHER PARTY SHALL HAVE ANY OBLIGATIONS UNDER THE CLICK-THRU AGREEMENT.

[End of Software License Schedule Attachment]

SCIENCELOGIC STANDARD TERMS AND CONDITIONS
SaaS Services Schedule Attachment

This SaaS Services Schedule Attachment (the "*Attachment*") is a "Schedule Attachment" as defined in the ScienceLogic Standard Terms and is an addendum to the agreement between ScienceLogic and Customer which incorporates such Standard Terms (the "*Agreement*"), provided that this Attachment shall apply only if and to the extent Customer purchases a Subscription to the SaaS Services. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Standard Terms. This Attachment may be accepted by Customer in any manner indicating Customer's agreement to be bound by them, including, by way of example, by executing a Sales Order which indicates that one or more purchases contemplated therein are subject to the Standard Terms and/or this Attachment.

1 SaaS Services.

1.1 Provision of Access.

(a) Subject to the terms and conditions of this 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 SaaS 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 SaaS Services to provide Managed Services (*i.e.*, 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).

(b) ScienceLogic shall provide to Customer the necessary passwords, network links and other necessary instructions to allow Customer to access the SaaS Services (the "*Access Protocols*"). ScienceLogic shall also provide Customer any User Documentation to be used by Customer in accessing and using the SaaS Services.

(c) Customer acknowledges that the SaaS Services provide access to certain features and functionality of the particular Product specified on the Sales Order, as hosted by ScienceLogic, and Customer may use only the Included Features of the applicable Product for which the SaaS Services have been purchased.

(d) Subject to the terms and conditions of this Agreement, ScienceLogic grants to Customer a non-exclusive, nontransferable, non-sublicensable license, during the applicable Subscription Term, to use and reproduce the User Documentation only in conjunction with use of the SaaS Services. Customer will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the User Documentation.

1.2 Installable Components.
Subject to the terms and conditions of this Agreement, ScienceLogic grants to Customer a non-exclusive, non-sublicensable, non-transferable right and license, solely during the Subscription Term, (i) to install the Installable Components that are provided for use with applicable SaaS Services specified on the applicable Sales Order on one or more computers under Customer's supervision and control (including, by way of example, servers of Managed Services Customers, so long as those servers are under Customer's administrative control), and (ii) to reproduce copies of the Installable Components as necessary to exercise the foregoing rights. In each case, Customer may use the Installable Components solely for purposes of utilizing the SaaS Services (including usage for purposes of providing Managed Services).

1.3 Skylar Automation.
In the event Customer purchases or is otherwise provided Access Rights to ScienceLogic's proprietary "Skylar Automation" Software, as hosted by ScienceLogic, Customer may use the features and functions of Skylar Automation solely in support of Customer's authorized use of the Skylar One Product for which it holds one or more valid Subscriptions and for purposes of creating integrated workflows between Skylar One and other software applications, in all cases solely for Customer's internal business activities as contemplated above. Except as provided in this paragraph, all other provisions of this Agreement applicable to ScienceLogic's SaaS Services apply to SaaS Services for the Skylar Automation Software.

1.4 Global Manager.
In the event Customer purchases or is otherwise provided Access Rights to ScienceLogic's proprietary Global Manager Software, as hosted by ScienceLogic, Customer may use the features and functions of Global Manager solely in support of Customer's authorized use of the Skylar One Product for which it holds one or more valid Subscriptions and for purposes of aggregating data from such Skylar One-based systems, in all cases solely for Customer's internal business activities as contemplated above. Except as provided in this paragraph, all other provisions of this Agreement applicable to ScienceLogic's SaaS Services apply to SaaS Services for the Global Manager Software.

1.5. Evaluation Subscriptions.
If Customer purchases or is otherwise provided Access Rights to use the features and functions of a ScienceLogic Product, as hosted by ScienceLogic, for purposes of conducting an evaluation of the relevant Product, as indicated in the applicable Sales Order by reference to "evaluation," "trial," "proof of concept," "proof of value" or similar reference, or as otherwise indicated in the documentation or process by which Customer requests or is provided such Subscription, the following rules shall apply: Unless otherwise specified in an applicable Sales Order, the applicable Subscription shall remain effective only for a period of ninety (90) days, commencing upon the date when ScienceLogic makes applicable access credentials available to Customer. Customer may use the features and functions of the applicable SaaS Services solely for non-production purposes in connection with assessing whether Customer desires to purchase a Subscription for production purposes. With respect to any such trial Subscription for SaaS Services based upon ScienceLogic's Skylar One or Skylar Compliance Products, Customer may use such SaaS Services solely to monitor up to 1000 Managed Devices (or such other number of Managed Devices indicated in an applicable Sales Order). With respect to any such trial Subscription for SaaS Services based upon ScienceLogic's Skylar Automated RCA Product, Customer may use such SaaS Services solely to analyze up to One Hundred Gigabytes (100GB) of log file data per day (or such other volume of log file data indicated in an applicable Sales Order). Notwithstanding any provision of this Agreement to the contrary, Customer acknowledges that no warranties or service level commitments under this Agreement apply to any Product or

Subscription provided for evaluation purposes, and ScienceLogic will have no liability for any failure or delay to provide technical support or maintenance in connection with any such evaluation.

1.6 Reserved Rights; Ownership. This Attachment grants certain rights of access only, and no license is granted under any of ScienceLogic's Intellectual Property Rights except as expressly stated herein. Subject to the rights granted in this Agreement, Customer acknowledges that ScienceLogic retains all right, title and interest in and to the SaaS Services, all Products, all Installable Components, and associated documentation, and all Intellectual Property Rights associated with any of the foregoing. Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Schedule Attachment and the Agreement. Customer further acknowledges that ScienceLogic retains the right to use the foregoing for any purpose in ScienceLogic's sole discretion.

2 Restrictions on Use.

2.1 Usage Restrictions. Customer agrees not to act outside the scope of the license rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, Customer agrees not to (i) reproduce the SaaS Services or any software component used to provide the SaaS Services, nor reproduce any copies of any Installable Components; (ii) modify, adapt, translate or create derivative works based upon any component of the applicable Product or the SaaS Services, provided that the foregoing shall not be construed to prohibit Customer from configuring the SaaS Services 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 Access Rights or any access to the SaaS Services; (iv) use the SaaS Services in any manner that is inconsistent with the User Documentation; (v) access, use or exploit, in any way, any features other than the Included Features for the applicable SaaS Services identified in the Sales Order; or (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from which any software component of the SaaS Services 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 SaaS Services 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 SaaS Services, including relevant Product or any component thereof, 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.

2.2 Lab License Restrictions. In the event Customer purchases a Subscription for SaaS Services designated as a "laboratory" or "lab" Subscription (or similar designation) in an applicable Sales Order, Customer agrees that, notwithstanding any other provision of this Agreement to the contrary, Customer may use such Subscription only for internal, non-production purposes. Unless

otherwise expressly authorized in the applicable Sales Order, in no event may such a "lab" license for a Subscription based on the Skylar One or Skylar Compliance Products be used to monitor or manage more than 1000 Managed Devices, nor may such a Subscription based on the Skylar Automated RCA Product be used to analyze in excess of 100GB per day.

2.3 Managed Services. As a condition of providing Managed Services to any third party, Customer shall require the relevant Managed Services Customer(s) to agree to abide by terms and conditions that are at least as protective of ScienceLogic, of the SaaS Services, of the Installable Components, and of ScienceLogic's proprietary rights as are the terms and conditions of this Agreement. In no event may Customer purport to make any representations, warranties, or binding commitments on behalf of ScienceLogic, to any third party, and Customer agrees that it shall be responsible for all acts and omissions of each Managed Services Customer to the same extent that Customer is responsible for its own acts and omissions. For avoidance of doubt, Customer is authorized to use the SaaS Services internally as a tool to perform Managed Services for the benefit a third party, but in no event may Customer resell, sublicense, or otherwise permit any Managed Services Customer to access the SaaS Services directly (e.g., Customer may not authorize personnel of a Managed Services Customer to login to the user interface of the SaaS Services.)

2.4 Third-Party Usage Authorizations; Responsibility for End Users

(a) Unless otherwise expressly provided in the applicable Sales Order, Customer may utilize Subscriptions purchased subject to this Schedule Attachment solely through its own employees and the employees of its subsidiaries over whom it maintains supervisory control. In no event may Customer permit any third parties to access any ScienceLogic SaaS Services or to exercise Customer's rights under any Subscription to SaaS Services unless Customer has been given express authorization to permit such access (for purposes of this Schedule Attachment, "*Third-Party Use Authorization*") via the applicable Sales Order. For avoidance of doubt, Customer may not authorize any third-party outsourced service provider to manage Customer's account for SaaS Services on Customer's behalf without procuring Third-Party Use Authorization as required by this paragraph.

(b) Customer understands that certain ScienceLogic SaaS Services (including, e.g., Skylar One-based SaaS Services) include functionality permitting Customer to configure read-only screens (aka "dashboards") that display configurable data outputs from such Products. Notwithstanding the preceding clause '(a)', Customer may permit third parties to view such dashboards, and Third-Party Use Authorizations are not required for such purposes.

(c) Customer will ensure that anyone who accesses and/or uses SaaS Services on Customer's behalf does so only for Customer's authorized use and complies with the terms of this Agreement. Customer acknowledges that it is responsible for the acts and omissions of all persons whom it authorizes to use the SaaS Services, to exercise any Third-Party Use Authorizations, to access dashboards as contemplated in the preceding clause '(b)', or otherwise to exercise Customer's rights under this Agreement, to the same extent as if such acts and omissions were Customer's own.

3 Hosting and Configuration. As between the Parties, ScienceLogic will be responsible for hosting the applicable Product for which Customer has purchased a Subscription for SaaS Services, provided that Customer remains responsible for meeting minimum requirements (e.g., procuring adequate Internet bandwidth) set

forth in the User Documentation and as necessary to comply with the Access Protocols.

4 Support and Maintenance.

(a) Support and maintenance are provided throughout the Subscription Term for SaaS Services as provided in the Standard Terms.

(b) Notwithstanding the preceding clause '(a)', when Customer purchases a Subscription for SaaS Services, Customer acknowledges that, except as separately agreed in writing between the Parties, ScienceLogic is not responsible for configuration of the SaaS Services; installation and/or upgrades of Installable Components, nor for error correction related to the interaction between the hosted Product and any third-party products, nor for any training or other services relating thereto. Customer is solely responsible for obtaining any such additional services and products.

5 Service Availability.

ScienceLogic uses commercially reasonable efforts to make SaaS Services available twenty-four (24) hours per day, seven (7) days per week, in accordance with ScienceLogic policies. For details regarding service commitments, availability, maintenance service credits and service requests for our SaaS Services, please refer to the SLA Terms, which are an integral part of this Agreement, as if fully set forth herein, available at: https://support.sciencelogic.com/s/sl1-saas-resources. Customer acknowledges that ScienceLogic provisions and maintains the hosted environment for SaaS Services based upon Customer's anticipated requirements as indicated by the Baseline Customer purchases. In no event will ScienceLogic have any liability or obligation under the SLA Terms or otherwise under these Standard Terms as a result of any failure to meet targeted performance metrics in connection with Customer's Usage in excess of 110% of its then-current Baseline.

6 Information Security & Privacy.

(a) For user interface access to ScienceLogic's SaaS Services, ScienceLogic uses no less than TLS 1.0 with AES 256 bit encryption, terminated at the server.

(b) ScienceLogic's SaaS Services are hosted in a SSAE-16 compliant data center, meaning it has been independently audited to verify the validity and functionality of its control activities and processes. Every server supporting the SaaS Services will remain operated in a fully redundant fail-over pair to ensure high availability. ScienceLogic instructs its data center provider to back up data generated by the SaaS Services on a nightly basis and store such data redundantly so that it can be restored rapidly in case of failure. Security updates and patches are actively evaluated by engineers and will be deployed at ScienceLogic's discretion.

(c) ScienceLogic's Installable Components collect metrics that are related to the performance and health of various resources in the Customer's environment, depending upon the particular SaaS Services for which Access Rights have been purchased, including, by way of example, applications, transactions, and various infrastructure. In addition, ScienceLogic may collect metrics on Authorized End Users' activities, such as web pages visited, length of visit, and which features of the Service an Authorized End User uses.

(d) Access to the SaaS Services and/or to Customer Data are secured by multiple authentication challenges. These challenges may include RSA and DSA key pairs, passwords, multifactor authentication, and network access control lists. Access to the underlying data center servers that support the SaaS Services and to associated data will be restricted to ScienceLogic employees and contractors. Those employees and contractors have access to tools that monitor the SaaS Services 24 hours a day, 7 days a week. Failed authentication attempts are audited, and engineers will promptly investigate possible intrusion. Standard firewall policies designed to block unauthorized access have been deployed to protect ScienceLogic's SaaS Services and Installable Components' communication.

(e) ScienceLogic acknowledges that all Customer Confidential Information is subject to applicable provisions of the Standard Terms. Without limiting the foregoing, ScienceLogic shall only process, use or disclose Customer's Confidential Information as necessary to perform ScienceLogic's obligations under this Agreement. Those ScienceLogic personnel processing Customer's Confidential information shall receive privacy and security training on an annual basis.

(f) ScienceLogic implements and maintains appropriate, physical, policy-based, technical, and organizational measures to protect Customer's confidential information from unauthorized access, destruction, use, modification, or disclosure. Such measures will include, at a minimum, as appropriate, provisions for the following:

- A privacy policy and an information security program containing commercially reasonable and appropriate measures to maintain the security of the SaaS Services;
- Customer Data will be secured using industry standard encryption technology when stored on transportable media without physical access protection, transmitted over the Internet, transmitted over networks to which third parties may have access, or accessed remotely;
- Adjustments to security measures to account for changes in technology;
- Procedures to detect actual and attempted attacks on or intrusions into electronic systems containing Confidential Information.

(g) ScienceLogic has implemented appropriate procedures designed to (i) require ScienceLogic's employees and contractors having authorized access to Customer's Confidential Information to respect and maintain the confidentiality and security of Confidential Information; and (ii) maintain ScienceLogic's measures and procedures in compliance with applicable legal requirements.

7 Customer Data.

In the event of any termination of this Attachment or the applicable Subscription Term without renewal for the SaaS Services, Customer Data will be made available to Customer either from ScienceLogic or through a third party offsite storage provider for up to thirty (30) days after termination. After this 30-day time period, the Customer Data will not be available to Customer. Reasonable storage charges may apply.

[End of SaaS Services Schedule Attachment]

SCIENCELOGIC STANDARD TERMS AND CONDITIONS
Professional Services Schedule Attachment

This Professional Services Schedule Attachment (the "*Attachment*") is a "Schedule Attachment" as defined in the ScienceLogic Standard Terms and is an addendum to the agreement between ScienceLogic and Customer which incorporates such Standard Terms (the "*Agreement*"), provided that this Attachment shall apply only if and to the extent Customer purchases Professional Services under the Agreement. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Standard Terms. This Attachment may be accepted by Customer in any manner indicating Customer's agreement to be bound by them, including, by way of example, by executing a Sales Order which indicates that one or more purchases contemplated therein are subject to the Standard Terms and/or this Attachment.

1 Performance of Professional Services.

(a) ScienceLogic agrees to perform all Professional Services required to be performed by all mutually agreed Statements of Work. ScienceLogic will exercise reasonable efforts to perform the Professional Services according to any schedules that are expressly required by the applicable Statement of Work and will provide all Deliverables required to be provided by such Statement of Work.

(b) Upon Customer's request from time to time, ScienceLogic agrees to negotiate additional Statements of Work. Each Statement of Work shall become effective when it has been agreed in writing by authorized representatives of both Parties.

(c) In the event of a conflict between the provisions of any Statement of Work and this Attachment, this Attachment shall govern unless the Statement of Work expressly identifies the relevant provision of this Attachment and expressly states the Parties' intent to override that provision for purposes of the Statement of Work. Notwithstanding the foregoing, and notwithstanding any provision of the Standard Terms to the contrary, no provision of a Statement of Work shall supersede and govern over any conflicting provision within the Standard Terms unless the Statement of Work also expressly identifies the relevant provision of the Standard Terms and expressly states the Parties' intent to override that provision for purposes of the Statement of Work.

(d) In the event that Customer desires changes to the requirements under any Statement of Work, Customer shall request that ScienceLogic prepare a written proposal reflecting the requested changes, including details regarding the impact of such requested changes to time schedules for performance, Deliverables requirements, timing and/or amount of payments, and any other impact to the Statement of Work required to implement the requested changes. If the Parties reach mutual agreement regarding such changes, the written proposal shall be mutually executed and shall constitute an amendment to the applicable Statement of Work. For the sake of clarity, however, no such change request, nor any such responsive proposal, shall be binding upon either Party unless and until set forth in writing and mutually executed.

2 Intellectual Property Rights

2.1 Customer Materials. As between the Parties, Customer shall retain title in Customer Materials, including title in all Intellectual Property Rights therein. Customer hereby grants to ScienceLogic a limited, non-exclusive, non-sublicensable, non-transferable license to reproduce, modify, adapt, translate, distribute, perform, and display such Customer Materials solely for the purpose of performing the Professional Services.

2.2 Rights in Deliverables.

(a) As between the Parties, Customer agrees that ScienceLogic and its licensors are, and will remain, the sole and exclusive owners of any Deliverables, subject to Customer's continuing ownership of its rights in any Customer Confidential Information and any Customer Materials that are incorporated within any Deliverables, and subject to the applicable licenses or other rights granted below.

(b) To the extent any Deliverables are comprised of computer code and/or configuration files for Skylar One, the Parties agree that such Deliverables shall be deemed to constitute PowerPacks. For so long as Customer holds a Subscription for any on-premises license to Skylar One, ScienceLogic grants to Customer a license to use such PowerPacks, commencing upon delivery of such PowerPacks and continuing for the remainder of the applicable Skylar One Subscription(s), which license will be equal in scope to the license granted for the applicable Skylar One Subscription. For example, in the event Customer has purchased a license to use a specified edition of Skylar One to monitor up to 1000 resources, then Customer's license to use the PowerPacks shall likewise permit use thereof for the duration of the Skylar One Subscription in connection with monitoring up to 1000 resources. For so long as Customer holds a Subscription for SaaS Services, such Deliverables shall further be deemed to constitute Installable Components, and ScienceLogic grants to Customer a limited, non-exclusive, royalty free, worldwide, non-transferable and fully paid license, without the right to sublicense, solely during the applicable Subscription Term(s) for such SaaS Services, (i) to install and to operate the Installable Components on servers under Customer's administrative control, or (ii) to install and to operate the Installable Components on servers located within the premises of a Managed Services Customer, so long as Customer maintains administrative control of such servers, solely for the purposes of providing Managed Services to such third party customer.

(c) For all other Deliverables that are not computer code and/or configuration files for Skylar One, ScienceLogic grants to Customer a limited, non-exclusive, royalty free, worldwide, non-transferable, and fully paid right and license to use all such Deliverables for so long as Customer holds a valid Subscription for the relevant ScienceLogic Offering to which the Deliverable relates, and solely for Customer's internal business activities.

2.3 Support and Maintenance not included. For avoidance of doubt, any support and maintenance with regard to Deliverables (including, without limitation, computer code, and/or Installable Components) must be mutually agreed in a separate Statement of Work or other written agreement between the Parties. Except as expressly agreed in a separate Statement of Work or other written agreement, Customer acknowledges that ScienceLogic has no obligation to provide any such support.

3 Limited Warranty for Professional Services.
Customer acknowledges that ScienceLogic's policy is to perform all Professional Services in a professional and workmanlike manner in accordance with generally applicable industry standards. Accordingly, all Deliverables will substantially conform to express specifications stated on the applicable Statement of Work for a

period of thirty (30) days following delivery. In the event that any Deliverable fails to meet the foregoing warranty, ScienceLogic will correct the relevant Deliverable in a timely manner, at no additional charge to Customer, provided that Customer waives any claim under this warranty if it fails to provide written notice of the relevant warranty breach within the applicable warranty period, and provided that ScienceLogic's correction of the Deliverable that is the subject of the relevant warranty breach will constitute Customer's sole and exclusive remedy for the same. Subject to ScienceLogic's duties under this paragraph, and further subject to any additional obligations imposed by a mutually executed Statement of Work; each Deliverable is considered accepted upon delivery.

4 Termination of Professional Services.

4.1 Term of Statement of Work. Each Statement of Work shall become effective and binding upon mutual execution and shall remain in effect until completion of the Professional Services to be provided thereunder, unless earlier terminated in accordance with this Attachment.

4.2 Termination of Statements of Work.

(a) All Statements of Work shall terminate automatically and simultaneously upon termination of the Agreement for any reason.

(b) Customer may terminate a Statement of Work, at its election and without cause, upon thirty (30) days written notice.

(c) In addition to any termination rights provided to the Parties by the Standard Terms, either Party may terminate a particular Statement of Work upon written notice if the other Party has committed a material breach of its obligations arising under such Statement of Work and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party, which notice specifies the breach in reasonable detail.

4.3 Consequences of terminating Professional Services. Upon the termination or expiration of any Statement of Work, ScienceLogic shall cease providing the applicable Professional Services required by such Statement of Work and shall inform Customer of the extent to which performance has been completed under such Statement of work. ScienceLogic shall issue an invoice for all work performed and expenses incurred through the date of termination, and Customer shall pay such invoice as and when payable in accordance with the Standard Terms.

[End of Professional Services Schedule Attachment]

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