Skylar™ AI Software and Service Addendum

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

1. Certain Defined Words and Phrases.

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

"*Additional Subscription Fees*" have the meaning given in Section 5(b) below.

"*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.

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

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

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

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

"*Overages*" have the meaning given in Section 5(b) below.

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

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

"*Skylar AI Offering*" means each of ScienceLogic's software products known as Skylar Analytics™ and Skylar Advisor™. If any Skylar AI Offering is made available in different editions or packages (e.g., "Standard," "Advanced," or "Enterprise" versions, or similar designations), for purposes of this Skylar AI Addendum each reference to a Skylar AI Offering is understood as a reference to the edition or package indicated in the applicable Sales Order.

"*Skylar AI Software*" means the installable version of the applicable Skylar AI Offering that is designed and delivered for installation within a computing environment under Customer's control for Customer's on-premises use.

"*Skylar Services*" are SaaS Services whereby ScienceLogic hosts and provides access to a Skylar AI Offering.

"*Subscription*" means, with respect to each Skylar AI Offering and as indicated in the applicable Sales Order, either (i) a license to install and use the applicable Skylar AI Offering during a Subscription Term, as further detailed below, or (ii) a contractual right to receive Skylar Services for the applicable Skylar AI Offering (i.e., the right to access the features and functionality of the specified offering provided through ScienceLogic's SaaS- based delivery model) for a specified Subscription Term in accordance with the SaaS Services Schedule Attachment.

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

"*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 Skylar AI Software and/or to exercise Customer's rights under a Subscription thereto, in either case on Customer's behalf within the scope of rights purchased by Customer pursuant to the Customer Agreement, as contemplated below.

"*Usage*" means, with respect to a particular period of time, (i) in the case of Skylar Analytics, the average datapoints per minute processed by Skylar Analytics during such period, and the aggregate data output of Skylar Analytics, as configured by Customer, measured as the cumulative egress of data from the hosted instance of Skylar Analytics; and (ii) in the case of Skylar Advisor, the metrics specified as applicable to Skylar Advisor in the Sales Order under which the Subscription is purchased.

2. Availability of Skylar AI Offerings.

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

3. Skylar AI On-Premise Licenses

(a) For purposes of this Section 3, the term "*Skylar AI Software*" refers to the particular Skylar AI Offering for which the applicable license Subscription has been purchased via a Sales Order. 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 a single instance of the Skylar AI Software within a computing environment under Customer's supervision and control; (ii) to access and use the features and functionality of the particular Skylar AI Software indicated in the Sales Order, solely to process the data outputs from the Skylar One software deployments and Skylar One SaaS accounts for which it holds valid, current Subscriptions, solely for Customer's internal business activities, and solely 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 Skylar AI Software, provided that the original copy and backup copy are not in use at the same time. For avoidance of doubt, the foregoing license applies only to Subscriptions for on-premises licenses for Skylar AI Software and does not apply with respect to Subscriptions purchased for Skylar Services.

(b) For purposes of this Section 3, Customer's internal business activities may include use of Skylar AI 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) Customer acknowledges that, as between the Parties, Customer shall be solely responsible for procuring, running and maintaining a computing environment that meets the minimum technical requirements necessary to deploy and operate the Skylar AI Software, including, without limitation, all necessary computing hardware and a deployment of the Kubernetes* open-source platform, each configured as necessary for purposes of hosting and running the Skylar AI Software licensed by Customer. Customer understands that the Skylar AI Software is delivered digitally as a single package intended for deployment within a Kubernetes environment in accordance with applicable User Documentation, and unless otherwise indicated in the applicable Sale Order, Customer may not deploy the Skylar AI Software in more than one (1) Kubernetes "cluster" (as that term is commonly understood by users of the Kubernetes system).

(d) Customer acknowledges that restrictions of the Customer Agreement applicable to Customer's rights in, and use of, ScienceLogic's proprietary software also apply to the Skylar AI Software, except as otherwise expressly provided by this Skylar AI Addendum. 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 Skylar AI Software; (ii) modify, adapt, translate or create derivative works based upon the Skylar AI Software, provided that the foregoing shall not be construed to prohibit Customer from configuring the Skylar AI Software to the extent permitted by the Skylar AI 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 Skylar AI Software or any of Customer's rights under this Agreement; (iv) provide access to the Skylar AI 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 Skylar AI 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 Skylar AI Software identified in the Sales Order; or (vii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Skylar AI 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 Skylar AI 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 Skylar AI 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 Skylar AI 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 Skylar AI 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.

4. Provision of Skylar Services.

(a) For purposes of this Section 4, the term "*Skylar Services*" include SaaS Services only for the particular Skylar AI Offering(s) for which the applicable Subscription has been purchased via a Sales Order. Subject to the terms and conditions of the Customer Agreement, ScienceLogic agrees to provide the Skylar 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 features and functionality of the particular Skylar AI Software indicated in the Sales Order, solely to process the data outputs from the Skylar One software deployments and Skylar One SaaS accounts for which it holds valid, current Subscriptions, solely for Customer's internal business activities, and solely within the scope of Usage for which such Access Rights have been purchased, as indicated in the Sales Order. For purposes of this Attachment, Customer's internal business activities may include use of Skylar Services to monitor and manage the information technology infrastructure assets of Customer's third-party customers within the scope of Access Rights purchased (i.e., up to the maximum aggregate Usage for which the Access Rights have been purchased, as specified in the Sales Order)(such usage, "*Managed Services*").

(b) ScienceLogic shall provide to Customer the necessary passwords, network links and other necessary instructions to allow Customer to access the Skylar Services. ScienceLogic shall also provide Customer any User Documentation to be used by Customer in accessing and using the Skylar Services. Customer acknowledges and agrees that, as between Customer and ScienceLogic,

5. Fees and Payments.

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

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

(c) Notwithstanding the preceding clause '(b)', unless otherwise stated in the applicable Sales Order, licensed Usage of Skylar Analytics in an on-premises deployment (i.e., in deployments not hosted by or on behalf of ScienceLogic) will not be subject to Additional Subscription Fees on the basis of the level of datapoints per minute resulting from Customer's use of Skylar Analytics, nor on the basis of aggregate monthly data egress from the hosted environment under Customer's control.

6. Additional Conditions of Skylar Services Usage.

(a) In no event may Customer resell any Subscription, nor resell or otherwise provide access to any Skylar Services or on-premises deployment of a Skylar AI Offering to any third party, nor may Customer use the Skylar Services except as expressly authorized by this Skylar AI Addendum. Customer acknowledges and agrees that all Skylar AI Offerings and Skylar Services are subject to all provisions of the Customer Agreement which impose restrictions otherwise applicable to ScienceLogic's proprietary on-premises Skylar One software and ScienceLogic's Skylar One-based SaaS Services, including, without limitation, limitations regarding conditions of Managed Services. Customer acknowledges and agrees that no Skylar AI Offerings designated as a lab environment

in the applicable Sales Order may be used for production purposes or to process production data, and any such lab environments are subject to any additional limitations specified in the applicable Sales Order.

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

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

(d) Unless otherwise expressly provided in the applicable Sales Order, Customer may utilize Subscriptions to Skylar AI Offering purchased subject to the Customer 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 AI Software or SaaS Services or to exercise Customer's rights under any Subscription thereto unless Customer has been given express authorization to permit such access (as defined more specifically above, "*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 AI Software on Customer's behalf or to manage Customer's account for SaaS Services on Customer's behalf without procuring Third-Party Use Authorization as required by this paragraph. Customer understands that the Skylar AI Offerings include functionality permitting Customer to configure read-only screens (aka "dashboards") that display configurable data outputs from such offerings. Notwithstanding the foregoing provisions of this paragraph, Customer may permit third parties to view such dashboards, and Third-Party Use Authorizations are not required for such purposes. 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 by the foregoing, or otherwise to exercise Customer's rights under this Agreement, to the same extent as if such acts and omissions were Customer's own.

7. Affirmation of Customer Agreement.

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

[End of Skylar AI Addendum]