



LIMITED WARRANTY & END USER LICENSE AGREEMENT

This ScienceLogic Limited Warranty and End User License Agreement (the “EULA” or “Agreement”) sets forth certain terms of agreement between ScienceLogic, Inc. and the person or entity which adopts this Agreement as described below (such person or entity, “Customer” or “you”). Once accepted by Customer, this EULA creates a binding contractual agreement between ScienceLogic and Customer that governs Customer’s use of ScienceLogic’s proprietary SL1 software (the “Software”). This Agreement may be accepted by Customer in any manner legally sufficient to indicate Customer’s agreement to be bound by them, including, by way of example, by executing a Sales Order (defined below) which indicates that one or more purchases contemplated therein are subject to this Agreement, or by following the steps indicated during the Software’s installation procedures in order to signify your assent to the EULA. Each of ScienceLogic and Customer may be referenced as a “Party” through this EULA, or collectively as the “Parties.”

In the event that Customer has negotiated and executed a separate contract between ScienceLogic and Customer, which separate contract authorizes Customer’s use of the Software, subject to the terms therein (a “Negotiated License Agreement”), that separate contract will govern Customer’s use of the Software instead of this EULA. For avoidance of doubt, in the event a Negotiated License Agreement has been mutually executed, (i) Customer’s indication of agreement to this EULA (e.g., by means of clicking “I agree” or similar actions during the Software’s installation) will have no force or effect, and (ii) the Negotiated License Agreement alone will apply to Customer’s use of the Software and all licenses purchased by Customer authorizing use of the Software.

1. Certain Defined Terms. Certain capitalized words and phrases used throughout this EULA have the meanings given in Attachment 1 (Glossary), which forms an integral part of this EULA.

2. Software License; Usage Restrictions.

(a) **License Grants.** For all purposes under this Agreement, the term “Software” refers to the particular SL1 Solution for which the applicable license 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 the Software upon a single computer server under Customer’s supervision and control; (ii) to access and use the Included Features for the particular SL1 Solution 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 and copy are not in use at the same time. For purposes of this 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). 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.

(b) **Electronic Delivery.** 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.

(c) **Licensed SL1 Solution Only.** Customer acknowledges that ScienceLogic’s proprietary SL1 software includes a variety of features, and that each separate SL1 Solution includes only a subset of all the available features. Customer acknowledges that this Agreement authorizes Customer to access only the Included Features for the particular SL1 Solutions identified in the applicable Sales Order. Accordingly, Customer agrees to limit its access solely to those Included Features. Customer understands that its access to the features of the SL1 Solution is monitored by features within SL1 itself, and Customer agrees to pay applicable additional fees should it elect to access features beyond the Included Features of the particular SL1 Solution identified on the Sales Order.

(d) **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, the Included Features for any SL1 Solution other than the applicable SL1 Solution 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 Customer to develop 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. 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.

(e) **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 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 on behalf 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.)

(f) **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.

(g) Use of Upgrades. If Customer acquires the Software as a Software upgrade, after Customer installs the upgrade, Customer may not use or transfer to a third party the Software from which Customer upgraded.

(h) Use by Employees and Contractors. 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 or otherwise to exercise Customer's right 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 disabled 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 and Electronic Self-Help. 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 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, as specified in such Third Party Software License Guide, 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 acknowledges 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.

(a) General Payment Terms. In consideration for the Subscriptions purchased directly from ScienceLogic under this Agreement, Customer agrees to pay to ScienceLogic the amounts set forth on the applicable Sales Order. Unless otherwise provided below or in the applicable 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. If any authority imposes a tax, duty, levy, or fee, excluding those based on ScienceLogic's net income, upon any Subscription(s) 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 ScienceLogic's performance hereunder. 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 Subscriptions 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 Subscriptions purchased through such authorized reseller(s).

(b) Annual Pre-Payment of Base Subscription Fees. Upon any purchase of any Subscription 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. For purposes of this Agreement, "calendar year" refers to each successive twelve (12)-month period, commencing either when the License Key has been made available to the Customer, or commencing on an anniversary of that date.

(c) Baseline Pricing. Customer acknowledges that the price of a Subscription is based upon (i) the SL1 Solutions specified in the applicable Sales Order and (ii) the number of Managed Devices and/or Nodes concurrently managed by Customer using SL1 (Customer's "*Usage*"). Each Sales Order will identify the level of Usage for which Customer is purchasing a Subscription (such level of authorized Usage, the "*Baseline*").

(d) Payment for Overages. Customer acknowledges that SL1 will, on a daily basis, automatically conduct a measurement of Customer's then-current Usage. Within fifteen (15) days following the conclusion of each calendar quarter during the Subscription Term (or as soon thereafter as practicable), 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 as invoiced amounts, “*Additional Subscription Fees*”). ScienceLogic shall accompany any such invoice with the report contemplated above, setting forth in reasonable detail the basis for calculating the Overages and Additional Subscription Fees. Customer agrees to pay all such Additional Subscription Fees within thirty (30) days of the date of invoice.

(e) **Daily Device Count Reporting.** Customer acknowledges that SL1 includes automated functionality by which it transmits directly to ScienceLogic its daily count of Customer’s Usage in order to enable ScienceLogic to calculate any such Overages, and Customer agrees to facilitate such transmission, without interference (including, by way of example, by opening one or more appropriate ports within its network, if necessary). In the event Customer is unable to provide such technical assistance for any reason, the Parties shall determine an alternate method for calculating and reporting Usage in a timely manner, and in any event ScienceLogic shall have the right (at ScienceLogic’s own expense) to conduct periodic audits of Customer’s records related to its Usage for the purpose of assessing Overages, if any.

(f) **Included Features.** Customer understands that SL1 includes a wide variety of features which are technically accessible to all users. However, each Subscription subject to this Agreement authorizes Customer to access only the particular features that are included in the SL1 Solutions specified in the applicable Sales Order. Customer agrees to use only the Included Features for the particular SL1 Solution for which Customer has purchased a subscription, and Customer acknowledges that use of SL1 features other than such Included Features shall be subject to additional fees at ScienceLogic’s then-standard rates. Customer acknowledges that SL1 includes automated functionality to monitor the particular features accessed by Customer throughout the Subscription Term, and will, on a daily basis, transmit directly to ScienceLogic information identifying any usage of features beyond the Included Features applicable to the particular SL1 Solutions for which a Subscription has been purchased. Customer agrees to facilitate such transmission, without interference (including, by way of example, by opening one or more appropriate ports within its network, if necessary). In the event Customer is unable to provide such technical assistance for any reason, the Parties shall determine an alternate method for calculating and reporting such information in a timely manner, and in any event ScienceLogic shall have the right (at ScienceLogic’s own expense) to conduct periodic audits of Customer’s records related to use of Included Features and other features of SL1.

7. Software Support. 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 SL1 Solutions except under a separate agreement signed by the Parties.

8. 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 be compelled to conclude is intended by the Owner to be considered confidential and proprietary for purposes of this Agreement. Notwithstanding the foregoing, Customer acknowledges that SL1 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.

9. 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.

10. SL1 Warranty.

(a) For a period of ninety (90) days from the commencement of the Subscription Term (the “*Warranty Period*”), ScienceLogic warrants that the Software, 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 Software 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 Software. In such instance, if Customer has purchased its license for SL1 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 10 do not apply to the extent any issue (i) arises from modification of the Software by any party other than ScienceLogic; (ii) arises from integration of the Software 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 Software in a manner not authorized by this Agreement.

11. Disclaimer. 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 PRODUCTS TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE USE OF, AND RESULTS OBTAINED FROM, THE SCIENCELOGIC SL1 SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISION, SCIENCELOGIC DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR THAT USE OF, OR ACCESS TO, SUCH SOFTWARE 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.

12. 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 8 (CONFIDENTIALITY) OR ARISING FROM ONE PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. 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 8 (CONFIDENTIALITY) OR ARISING FROM ONE PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. BOTH PARTIES ACKNOWLEDGE THAT THIS SECTION 13 AND THE PRECEDING SECTIONS 11 AND 12 ARE EACH AN ESSENTIAL BASIS OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

14. Duration of Agreement; Termination.

(a) Initial Term; Renewals. This Agreement shall become effective upon the Effective Date and shall remain in effect until such time as no 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 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 prior 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) Termination for Breach. 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.

(c) Effect of Expiration or Termination. Upon expiration (without renewal) or termination of this Agreement, all Subscriptions shall immediately terminate. Accordingly, all licenses for the Software shall terminate, and Customer agrees to immediately cease all use of the Software. 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.

(d) Survival Obligations. Any terms of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including the terms of this Section 14(d) and Sections 2(d), 2(f), 2(h), 6, 8, 11, 12, 13, 15, 16 and 17, and shall remain in effect until fulfilled. Termination of the Agreement does not terminate or otherwise affect any other contract between the Parties.

15. 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.

16. 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.

17. 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; as of the Effective Date, notices to ScienceLogic shall be sent to ScienceLogic, Inc., c/o Chief Financial Officer, Four South of Market, 11955 Democracy Drive, 13th Floor, Reston, Virginia 20190, and notices may be sent to Customer at the applicable address given in the a Sales Order. 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. Notices may be given effectively via facsimile transmission, but only if receipt is confirmed by return fax or other written confirmation, including confirmation by email.
- (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 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, 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 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 Software and User Documentation are being licensed 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’s 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 and to provide a factual description of the ScienceLogic Offerings provided under this Agreement and to reproduce, publicly display, and otherwise use Customer’s logo(s) in both a single press release or blog announcing Customer as a ScienceLogic customer and

also in ScienceLogic's list of references, promotional materials (including on ScienceLogic's Web site), internal business planning documents, annual report to stockholders, and whenever necessary to comply with generally accepted accounting principles or applicable laws.

(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 Limited Warranty and End User License Agreement]

End User License Agreement – Attachment 1 (Glossary)

This Glossary is an integral part of the ScienceLogic Limited Warranty and End User License Agreement (the “Agreement”). Capitalized words and phrases used in the Agreement, if not otherwise defined therein, have the meanings set forth below in this Glossary.

“*Additional Subscription Fee*” has the meaning stated in Section 6(c) of this Agreement.

“*Base Subscription Fee*” means the periodic fees payable in consideration for Usage of a specified SL1 Solution within the applicable Baseline for which a Subscription has been purchased (as indicated in a valid Sales Order), which fees are in addition to any fees associated with use of a specified SL1 Solution in excess of the Baseline.

“*Baseline*” has the meaning given in Section 6(c) of this Agreement.

“*Confidential Information*” means data or information in any form disclosed by one Party to the other Party by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing Party or are otherwise subject to legal rights that give the disclosing Party, independent of contract, a right to control use and/or disclosure of the data and information. As a non-exhaustive list of examples, Confidential Information includes information regarding a Party’s financial condition and financial projections, business and marketing plans, product 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.

“*Effective Date*” means the date as of which Customer has indicated its assent and agreement to be bound by this EULA, or, if sooner, 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 this EULA. For avoidance of doubt, in circumstances when the Parties have mutually executed multiple Sales Orders or other documents adopting this EULA, 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 SL1 Solution.

“*Intellectual Property Rights*” are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the 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 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 the SL1 Solution 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 the Software and/or regarding which the Software 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 SL1 Solution 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 6(d) of this EULA.

“*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 Subscription(s) set forth in such quote, which purchase order or similar document in any event identifies the SL1 Solution for which a Subscription is being purchased by Customer, together with the price to be paid, Subscription Term, and any other mutually agreed terms applicable to the purchase.

“*SL1 Solution*” means, with respect to any particular Sales Order, the specific subset of features and functionality in ScienceLogic’s SL1 proprietary software specified therein (e.g., Base, Standard, Premium, Infrastructure Health, etc.), and any updated or upgraded versions of such software provided by ScienceLogic pursuant to its standard maintenance services.

“*Subscription*” means a license of specified duration to use an SL1 Solution in accordance with this EULA.

“*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 applicable License Key is made available to Customer.

“*Support Guide*” means, collectively, ScienceLogic’s then-current standard technical support and maintenance policies, available at: <https://sciencelogic.com/company/legal>.

“*Usage*” has the meaning stated in Section 6(c) of this EULA.

“*User Documentation*” means ScienceLogic’s standard documentation ordinarily provided to licensees of the Software, which documentation describes the features and functional of SL1.

[End of Glossary]