



SOFTWARE-AS-A-SERVICE SERVICE LEVEL AGREEMENT

Service Commitment

ScienceLogic will use commercially reasonable efforts to maintain the ScienceLogic Service available with a Monthly Uptime Percentage (defined below) of at least 99.7%. If ScienceLogic is unable to meet this Monthly Uptime Percentage in any month, you will be eligible to receive a Service Credit to be applied as described below.

Definitions. Capitalized terms used in this Software-as-a-Service Service Level Agreement that are not defined herein have the meanings given in the Standard Terms, or the applicable Attachment.

"Monthly Uptime Percentage" is the percentage of time during each applicable month in which Subscriber has the ability to access the features and functions of the production instance of the Services, less any periods that the Services are Unavailable.

"Unavailable": ScienceLogic Services are in the state of "Unavailable" if the Service:

- Backend systems are incapable of processing data; and
- When using valid access credentials, each Authorized End User is unable to log into the Services.

In the event that the Services are unavailable as a result of any of the following causes, those periods during which Subscriber is unable to access the features and functions of the Services will not be included in the monthly calculation of "Unavailable":

- Maintenance (defined below);
- Subscriber's software or systems, as well as third party software and systems used in Subscriber's environment;
- Subscriber acts or omissions including, without limitation, the following:
 - Authorized End User's use of any programs not supplied by ScienceLogic;
 - Subscriber's failure to comply with the terms and conditions of the Agreement and this Attachment;
 - Failure to configure the Services according to the provided documentation (as determined in ScienceLogic's sole discretion), including, without limitation, configuration errors and improper or unintended usage of the Services; and
 - Authorized End User's failure to upgrade the ScienceLogic's Installable Components within required timeframes
 - Any customer provided SSL Certificates that have expired or are no longer valid.
- Subscriber's use of the Services in excess of the Baseline
- Any window of time when Subscriber agrees that Services availability/unavailability will not be monitored or counted.
- Subscriber's failure to update any associated ScienceLogic software or Installable Component within the required sixty (60) day timeframe.

In addition to the above, certain configuration changes can also cause the Services to be unavailable. These configurations are those that are adjusted at the customer's discretion and, therefore, ScienceLogic cannot always be prepared to respond to these changes. As a result, any period(s) of unavailability resulting from any of the configuration changes included in the following list, without sufficient notice given to ScienceLogic to resize the environment accordingly, will also not be included in the monthly calculation of "Unavailable":

- An increase in the Baseline number of Managed Devices or Nodes being concurrently monitored by the Services that exceeds 30%.
- Accessing the Licensed Features of an Edition, other than the Edition indicated in the applicable Sales Order, that may require system resizing.

"Maintenance": Scheduled interruptions to conduct normal software or hardware upgrades may occur, and ScienceLogic does not warrant uninterrupted availability of the Services. In the event of any scheduled interruption, ScienceLogic will distribute a notification via email to the most recent Subscriber email address provided according to the following schedule:

- At least two (2) weeks in advance of a major service update.
- within forty-eight (48) hours of standard scheduled maintenance events, and
- within twenty-four (24) hours of other non-standard emergency maintenance.

Any associated ScienceLogic software or Installable Component provided as part of the Services that requires the Subscriber to make manual updates should be completed within sixty (60) days of the Service update.

In the event that an unscheduled interruption occurs, ScienceLogic will use commercially reasonable efforts to resolve the problem and return the Services to availability as soon as practical. During these scheduled and unscheduled interruptions, Subscriber may be unable to transmit and receive data through the Services. Subscriber agrees to cooperate with ScienceLogic during the scheduled and unscheduled interruptions if assistance from Subscriber is necessary in order to restore the Service to working order.

Service Credits

If ScienceLogic is unable to meet their Service Commitment in any calendar month and Subscriber submits a request for credit, ScienceLogic will provide to Subscriber a service credit for the Unavailability (a "Service Credit").

Service Credit Calculation: Subscriber will receive a Service Credit equal to five percent (5%) of the applicable Base SAAS Fees for the month in which the outage event(s) occurred for every one percent (1%) that the Monthly Uptime Percentage falls below 99.7%, up to a maximum of twenty-five percent (25%) of the applicable Base SAAS Fees for that month. In order to receive a Service Credit, Subscriber must submit a request to ScienceLogic within fifteen (15) days following the month in which the outage event(s) occurred. The Service Credits set forth here are Subscriber's sole and exclusive remedy for not achieving the Monthly Uptime Percentage.

Service Credit Application: Any Service Credit will be applied against subsequent billing cycle invoice for Base SAAS Fees or Additional SaaS Fees due to ScienceLogic. In no event shall any Base SAAS Fees be refundable.

Service Requests

ScienceLogic will provide Subscriber's information systems (IS) support personnel with 24x7x365 technical support to answer Subscriber's routine questions about the Services and Installable Components and to assist Subscriber in solving problems with the Services and Installable Components. Technical Support is accessible via the ScienceLogic Support Portal (<https://support.sciencelogic.com/>) and through telephone on:

- o Australia: +61.2.8294.7456
- o Singapore: +65.3163.8579
- o United Kingdom: +44.20.3828.7456
- o United States: +1.571.418.7456

This technical support is not available to Authorized End Users. Technical support will only be provided to Authorized End Users after Subscriber has made reasonable efforts to address such issues with its own staff.

Before contacting ScienceLogic's technical support center, be sure to have the following information available:

- Clear problem description and business impact,
- Applicable error messages, Services and Installable Components version number; and
- Detailed questions or requests for support personnel.

ScienceLogic will provide online assistance to Subscriber through access to a support site that may include any of the following: a knowledge base, on-line case tracking, frequently asked questions and user documentation. If appropriate, Subscriber will cooperate with ScienceLogic to allow and enable ScienceLogic to perform technical support via remote connection using standard, commercially available remote software. Subscriber shall be solely responsible for instituting and maintaining proper security safeguards to protect Subscriber systems and data.

ScienceLogic makes reasonable efforts to provide a response, but not necessarily a solution, to Subscriber following receipt of Subscriber's request for technical support. The service level guidelines for support response and resolution are defined in the table below.

Severity Level	Definition	Initial Response	Minimum Update Frequency
S1	Production system outage or critical business system. Impact such that users cannot reasonably operate	1 hr, 24x7x365	Every 4 hours or as required
S2	Major issue causing significant impact to multiple users.	4 Business hrs	1 Business Day
S3	Minor issue causing minimal user impact.	1 Business Day	3 Business Days
S4	General questions or issue not impacting users.	1 Business Day	5 Business Days

Business hours are defined as Monday thru Friday, 8:30AM-6PM EST.

Changes

ScienceLogic reserves the right to make changes to this Software-as-a-Service Service Level Agreement. Any changes will be published at

<https://sciencelogic.com/company/legal>

Last Updated: NOVEMBER 2020