



SOFTWARE-AS-A-SERVICE ATTACHMENT TO STANDARD TERMS AND CONDITIONS

This Software-as-a-Service Attachment (the "Attachment") is an addendum to, and is hereby incorporated into, the ScienceLogic, Inc. Standard Terms and Conditions (collectively, the "Agreement").

1. Definitions.

Capitalized terms used in this Attachment, if not otherwise defined above, shall have the meanings set forth or cross-referenced below. Capitalized terms used in this Attachment, if not otherwise defined herein, have the meaning set forth in the ScienceLogic, Inc. Standard Terms and Conditions.

"Authorized End User" means, collectively, any individual employees, agents, or contractors of Subscriber accessing or using the Services under the rights granted to Subscriber pursuant to this Attachment.

"Base SAAS Fee" means the periodic fees payable in consideration for a SAAS Subscription in connection with accessing the Services to manage a Baseline set of Managed Devices. Administering Managed Devices in excess of the Baseline, as further described in Section 3(a) of this Attachment, may give rise to Additional SAAS Fees (as further set forth in Section 3).

"Baseline" means, with respect to a SAAS Subscription, the number of Managed Devices that can be concurrently managed by use of the Services.

"Installable Components" are the proprietary software components, sometimes referenced as "collectors", that are installable on personal computers, servers and other end user devices under Subscriber's control and that monitor and communicated with Managed Devices as configured through the features and functionality of the Services in accordance with the terms of this Attachment.

"Managed Devices" means the number of independently managed "entities" (each entity represented as a separate "Device" within the ScienceLogic system, and having information collected and stored on an ongoing basis) that are (i) used for the internal business purposes of Subscriber or a Managed Services Customer; and (ii) monitored or supported using the Services. A Device is deemed to be currently "managed" if there has been data collected and associated with it in the preceding 24-hour day. A Managed Device in the ScienceLogic System supports grouping of related information such as historical performance, configuration, logs, events and associated tickets for the device in question. By way of example, a Managed Device can represent:

- Physical network hardware, such as personal computers, servers, switches, routers, firewalls and printers;
- A component of a larger system, such as a data store in a hypervisor system, a blade in a server chassis or a cluster node which maps to one or more physical systems; or
- An entity such as a website or cloud service, where related data should be stored in one container, but which does not correspond directly to a physical device or a system component.

"Managed Services" are services provided by Subscriber to an unaffiliated third party, in the nature of monitoring and management of the third party's Managed Devices, which services by Subscriber utilize ScienceLogic's Services under this Attachment to provide administration of such Managed Devices in accordance with this Agreement.

"Managed Services Customer" means an unaffiliated, third-party client of Subscriber that receives Subscriber's Managed Services for such third-party's internal business purposes from Subscriber, under the rights granted to Subscriber pursuant to this Attachment.

"SAAS Subscription" means a subscription under which access is granted to the Services. SAAS Subscriptions are valid for the specified, limited period of time set forth in the relevant Sales Order.

"Sales Order" means an ordering document(s), mutually signed by authorized representatives of the Parties, which shall expressly identify the particular Services to be provided hereunder, the Subscription Commencement Date, the Subscription Period, applicable fees payable by Subscriber, and any other relevant terms agreed between the Parties.

"Services" mean, collectively, the provision to Authorized End Users of access to ScienceLogic's hosted proprietary online network operations solutions (including documentation), as hosted by ScienceLogic and provided to Subscriber in a software-as-a-services (aka "SaaS") model through use of the System.

"Subscriber" or "you" means the entity identified in the applicable Sales Order which incorporates this Attachment.

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

"Subscription Commencement Date" means the specific date when ScienceLogic shall commence provision of access to the Services under this Agreement, as specified in a Sales Order to which this Attachment applies or otherwise agreed in writing between the parties.

"Subscription Period" means the period of time during which the Services are to be provided under this Attachment, unless earlier terminated, as stated in the applicable Sales Order(s) or otherwise mutually agreed in writing.

"System" means ScienceLogic's proprietary technology and application software solutions (and any associated components and all updates thereto) for online network and performance monitoring which are used to provide the Services to Subscriber over the Internet.

"Uptime" means the time during which Subscriber has the ability to access the Service, less any unscheduled outages. Access is defined as the ability of the Authorized End Users to log in and access Authorized End User data. Unscheduled outages shall not include outages which are due to (i) Subscriber's or a third party's software or systems; (ii) Subscriber acts or omissions; (iii) any event of force majeure; or (iv) scheduled maintenance.

2. Services.

- a. **Provision of Access.** Subject to the terms and conditions contained in the Agreement, from and after the Subscription Commencement Date and throughout the Subscription Term, ScienceLogic shall provide the Services for access solely by Subscriber's Authorized End Users in accordance with the terms and conditions herein. Such use shall be limited to use of the Services for Subscriber's the benefit of, or in relation to, the operation of Subscriber's business, including providing Managed Services. ScienceLogic shall provide to Subscriber the necessary passwords and network links or connections to allow Subscriber to access the Services (the "Access Protocols"). ScienceLogic shall also provide Subscriber any documentation to be used by Subscriber in accessing and using the Services. Subscriber acknowledges and agrees that, as between Subscriber and ScienceLogic, Subscriber shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Subscriber, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Subscriber. Subscriber shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions.
- b. **Installable Components.** Subject to the terms and conditions of this Agreement, ScienceLogic grants to Subscriber a non-exclusive, non-transferable right and license, solely during the Subscription Term, to install the Installable Components specified in the applicable Sales Orders, solely on computers owned or controlled by Subscriber, and to use the same during the Subscription Term solely for purposes of utilizing the Services to administer the Managed Devices indicated in the applicable Sales Orders.
- c. **Managed Services.** Subscriber may utilize the Services to provide Managed Services to one or more third parties, provided that, as a condition of providing such Managed Services, Subscriber shall require the relevant Managed Services Customer(s) to agree to abide by terms and conditions at least as protective of Subscriber, the Services, the Installable Components, the System, and Subscriber's proprietary rights as are the terms and conditions of this Agreement. In no event may Subscriber purport to make any representations, warranties or binding commitments on ScienceLogic's behalf to any third party, and Subscriber agrees that it shall be responsible for all acts and omissions of each Managed Services Customer to the same extent that Subscriber is responsible for its own Authorized End User.
- d. **Usage Restrictions.** Subscriber will not (i) copy or duplicate the Services or any Installable Components; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Services, the System or any Installable Component is compiled or interpreted, and Subscriber acknowledges that nothing in this Agreement will be construed to grant Subscriber any right to obtain or use such source code; (iii) modify or create any derivative work from the Services, any Installable Component, or any Documentation provided by ScienceLogic; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber Subscriber's rights under this Agreement; or (v) provide, lease or lend the Services to any third party except as expressly authorized hereunder. Subscriber will ensure that its use of the Services complies with all applicable laws, statutes, regulations or rules.
- e. **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, Subscriber acknowledges that ScienceLogic retains all right, title and interest in and to the Services, all Installable Components, the System, and associated documentation, and all intellectual property rights associated with any of the foregoing. Subscriber acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Attachment and the Agreement. Subscriber further acknowledges that ScienceLogic retains the right to use the foregoing for any purpose in ScienceLogic's sole discretion.
- f. **Subscriber Assistance to ScienceLogic.** Subscriber will, at its own expense, provide assistance to ScienceLogic, including, but not limited to, by means of access to, and use of, Subscriber facilities and Subscriber equipment, as well as by means of assistance from Subscriber personnel, to the limited extent any of the foregoing may be reasonably necessary to enable ScienceLogic to perform its obligations hereunder.

3. SAAS Subscription Payment Terms

- a. **Base SAAS Fees.** Upon your acceptance of a Sales Order in which you purchase Services under this Attachment, you agree to pay to ScienceLogic the Base SAAS Fees for the first full calendar year of the Subscription Term, whereby "calendar year" refers to each successive twelve (12)-month period, the first of which is deemed to commence upon execution of this Sales Order. For all subsequent calendar years after the first calendar year of the Subscription Term (the "First Year"), you shall pay to ScienceLogic, in advance on an annual basis and in the manner set forth in Section 3(c) below, the Base SAAS Fees for such year.
- b. **Additional SAAS Fees.** In addition to payments required by the preceding Section 3(a), if your actual usage of the Services exceeds the Baseline during any calendar month, you shall pay additional fees (as defined below, the "Additional SAAS Fee") as follows:
 - i. **Calculation of Actual Usage.** On a daily basis the System will automatically measure and transmit a sample count of the number of Managed Devices that are being concurrently managed by use of the Services (the "Daily Managed Device Count"). At the end of each calendar month ScienceLogic will calculate the average

Daily Managed Device Count for such month (i.e., the total sum of the Daily Managed Device Counts for such month divided by the number of calendar days in such month) (such average, the "Monthly Managed Device Count").

- ii. Additional SAAS Fee. If the Monthly Managed Device Count exceeds the Baseline (such excess, the "Excess"), you shall pay ScienceLogic, in the manner set forth in Section 3(c) below, in addition to the Base SAAS Fee, additional fees for such Excess on a sliding scale in accordance with the Additional SAAS Fee Schedule attached to the applicable Sales Order and incorporated herein by reference (the "Additional SAAS Fee").
- c. Quarterly Invoice for Additional SaaS Fee. Following conclusion of the First Quarter and each subsequent calendar quarter, ScienceLogic will provide you with an invoice (the "Invoice") that shall state the amount of the Additional SAAS Fees, if any, incurred each month of such calendar quarter and any applicable taxes. You shall pay all amounts specified in such Invoice within 30 days of the date of such Invoice. The Base SAAS Fee and Additional SAAS Fee for any fractional month at the beginning or end of the SAAS Subscription Term shall be prorated.

4. Availability

- a. Availability. ScienceLogic uses commercially reasonable efforts to maintain availability of the Services twenty-four (24) hours per day, seven (7) days per week, in accordance with ScienceLogic's policies. ScienceLogic commits to achieve 99.9% Uptime. If ScienceLogic is unable to meet this level of Uptime in any month, Subscriber must submit a request for credit, and ScienceLogic will provide to Subscriber a service credit for the downtime (a "Service Credit"). Subscriber will receive a Service Credit equal to five percent (5%) of the applicable SAAS Subscription fees for the month in which the outage event(s) occurred for every one percent (1%) that Uptime falls below 99.9%, up to a maximum of twenty-five percent (25%) of the applicable SAAS Subscription 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. Any Service Credit will be applied against subsequent monthly SAAS Subscription fees due to ScienceLogic. In no event shall subscription fees be refundable. The Service Credits set forth in this Section 4.a are Subscriber's sole and exclusive remedy for not achieving the Uptime levels herein.
- b. Downtime. Scheduled and unscheduled interruptions may occur, and ScienceLogic does not warrant uninterrupted availability of the System. Normal software or hardware upgrades are scheduled for nights and weekends, Pacific Standard Time, and designed in an effort to cause a minimum amount of interruption to Services and System availability. Subscriber will be notified (via email or otherwise) of scheduled interruptions in advance. In the event that an unscheduled interruption occurs, ScienceLogic will use commercially reasonable efforts to resolve the problem and return the System 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 System to working order.
- c. Changes. ScienceLogic reserves the right to modify or temporarily suspend use of the Services or portions thereof. ScienceLogic may also temporarily restrict Subscriber's access to parts of the Services for maintenance or system administration purposes without notice or liability.

5. Support and Services

- a. Technical Support. ScienceLogic will provide standard technical support during ScienceLogic normal business hours to two (2) designated Authorized End Users of Subscriber who have undergone ScienceLogic's training for Authorized End Users of the Services. 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 customization to the System or Services except under a separate agreement signed by the parties. Subscriber shall be solely responsible for all Technical Support to Authorized End Users and ScienceLogic shall only provide Technical Support to Subscriber for Authorized End User related technical request after Subscriber has made reasonable efforts to address such issues with its own staff.
- b. Consulting Services. Any consulting services, training or other requirements not expressly stated in this Agreement, Sales Order or in a separate statement of work signed by the parties are outside the scope of this Agreement and will only be provided for additional fees. In the event any work product or code is created in the provisioning of consulting services, ScienceLogic shall retain all rights, title and interests in such work product or code provided that it shall be licensed to Subscriber under the same terms as the Services. Fees for such items are payable as specified in the applicable Sales Order and unless otherwise specified will be paid upon receipt of invoice. For the purposes of computing daily rates, ScienceLogic's standard workday is eight (8) hours. Changes in any statement of work will be effective only if a change request is signed by the parties.

6. **Subscriber Data.** In the event of any termination of this Attachment or the applicable Subscription Term without renewal for the Services, Subscriber Data will be made available to Subscriber either from ScienceLogic or through a third party offsite storage provider for up to thirty (30) days after termination. Reasonable storage charges may apply.