



## 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.

APIs means an application programming interface referenced in the documentation that ScienceLogic maintains and makes available to Subscriber in connection with the Services.

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 Nodes or Managed Devices, as applicable. Administering Nodes or Managed Devices, as applicable 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 Nodes or Managed Devices, as applicable that can be concurrently managed by use of the Services.

Installable Components are the proprietary software components, sometimes referenced as "collectors" or "SL1 Agents", that are installable on personal computers, servers and other end user devices under Subscriber's control and that monitor and communicate with Nodes or Managed Devices, as applicable as configured through the features and functionality of the Services in accordance with the terms of this Attachment.

Managed Services are services provided by Subscriber to an unaffiliated third party, in the nature of monitoring and management of the third party's Nodes or Managed Devices, as applicable, which services by Subscriber utilize ScienceLogic's Services under this Attachment to provide administration of such Nodes or Managed Devices, as applicable 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 SL1 proprietary software (including documentation and all SL1 updates thereto), as hosted by ScienceLogic and provided to Subscriber over the internet in a software-as-a-services (aka "SaaS") model.

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.

### 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 install and operate the Installable Components on servers located at a Managed Services Customer's premises, so long as those servers are under Subscriber's administrative control. In each case, Subscriber may use the Installable Components solely for purposes of utilizing the Services to administer the Nodes or Managed Devices, as applicable indicated in the applicable Sales Orders; including providing Managed Services.
- 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 ScienceLogic, the Services and the Installable Components, and ScienceLogic'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 behalf of ScienceLogic, 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 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, 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.
- g. **Availability:** ScienceLogic uses commercially reasonable efforts to make Services available twenty-four (24) hours per day, seven (7) days per week, in accordance with ScienceLogic policies. Please refer to the 'ScienceLogic SaaS Service Level Agreement' attachment, available at <https://sciencelogic.com/wp-content/uploads/sciencelogic-legal-saas-service-level-agreement.pdf>, for details on service commitments, availability, maintenance service credits and service requests for our Services.

### **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, 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 calendar year; provided, however, that if the commencement of a Subscription Term occurs other than on the first day of a month, the Base SAAS Fee for the first month shall be prorated in proportion to the number of days remaining in the applicable month.
- 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 Service will automatically measure and transmit a sample count of the number of Nodes or Managed Devices, as applicable that are being concurrently managed by use of the Services (the "Daily Node Count"). At the end of each calendar month ScienceLogic will calculate the average Daily Node Count for such month (i.e., the total sum of the Daily Node Counts for such month divided by the number of calendar days in such month) (such average, the "Monthly Node Count").
  - ii. **Additional SAAS Fee.** If the Monthly Node 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 "Exhibit A").

- c. Quarterly Invoice. 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, the Base SAAS Fees payable in advance for the calendar quarter immediately following 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. Information Security & Privacy**

- a. For user interface access to ScienceLogic's Services, ScienceLogic uses no less than TLS 1.0 with AES 256 bit encryption, terminated at the server.
- b. ScienceLogic Services are hosted in a SSAE-16 compliant data center, meaning it has been independently audited to verify the validity and functionality of its control activities and processes. Every server supporting the Services will remain operated in a fully redundant fail-over pair to ensure high availability. ScienceLogic instructs its data center provider to back up data generated by the Services on a nightly basis and store such data redundantly so that it can be restored rapidly in case of failure. Security updates and patches are actively evaluated by engineers and will be deployed at ScienceLogic's discretion.
- c. ScienceLogic's Installable Components collect metrics that are related to the performance, health and resource of applications, its components (transactions) and various infrastructure (nodes or managed devices as applicable) in the Subscriber's environment. In addition, ScienceLogic may collect metrics on Authorized End User's activities, such as web pages visited, length of visit, and which features of the Service an Authorized End User uses.
- d. The ScienceLogic's Services and Subscriber Data are secured by multiple authentication challenges. These challenges may include RSA and DSA key pairs, passwords, Multifactor Authentication, and network access control lists. Access to the underlying data center servers that support the Services and associated data will be restricted to ScienceLogic employees and contractors. Those employees and contractors have access to tools that monitor the Services 24 hours a day, 7 days a week. Failed authentication attempts are audited, and engineers will promptly investigate possible intrusion. Standard firewall policies designed to block unauthorized access have been deployed to protect ScienceLogic's Services' and Installable Components' communication.
- e. ScienceLogic shall only process and otherwise use Subscriber's confidential information to perform the ScienceLogic Services. ScienceLogic shall strictly limit the disclosure of Subscriber's confidential information to only the extent necessary for performance of ScienceLogic obligations. Those ScienceLogic personnel processing Subscriber's confidential information shall receive privacy and security training on an annual basis.
- f. ScienceLogic implements and maintains appropriate, physical, policy-based, technical and organizational measures to protect Subscriber's confidential information from unauthorized access, destruction, use, modification or disclosure. Such measures will include, at a minimum, as appropriate, provisions for the following:
  - i. A privacy policy and an information security program containing commercially reasonable and appropriate measures to maintain the security of the Services;
  - ii. Subscriber Data will be secured using industry standard encryption technology when: (a) stored on transportable media without physical access protection; (b) transmitted over the Internet; (c) transmitted over networks to which third parties may have access; or (d) accessed remotely.
  - iii. Adjustments to security measures due that account for changes in technology;
  - iv. Procedures to detect actual and attempted attacks on or intrusions into electronic systems containing confidential information.
- g. ScienceLogic has implemented appropriate procedures designed to:
  - i. Require ScienceLogic's employees and contractors having authorized access to Subscriber's confidential information to respect and maintain the confidentiality and security confidential information; and,
  - ii. Maintain ScienceLogic's measures and procedures in compliance with applicable legal requirements.

#### **5. Support and Services**

- a. Technical Support. ScienceLogic will provide standard technical support 24 hours per day, 7 days per week 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 Services except under a separate agreement signed by the parties. Please refer to the "ScienceLogic SaaS Service Level Agreement" for expected turn-around times for support requests from ScienceLogic.
- 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. After this 30-day time period, the Subscriber Data will not be available to Subscriber. Reasonable storage charges may apply.