



ScienceLogic Limited Warranty and End User License Agreement

This ScienceLogic Limited Warranty and End User License Agreement (this “**Agreement**”) is an agreement between you and ScienceLogic, Inc. (“**ScienceLogic**”) that is subject to and made a part of the Proof of Authorization (as defined below) that either specifically references this Agreement or to which this Agreement is attached, and governs the warranty and use of the ScienceLogic products (as further described below, “**Products**”) that are delivered to you by ScienceLogic or a ScienceLogic reseller. ScienceLogic’s authorized resellers (each, a “**Reseller**”) are authorized by ScienceLogic to deliver the Products to you subject to the terms and conditions of this Agreement. By installing or commencing use of the Products, you signify your agreement with all the terms and conditions of this Agreement and you indicate your intent that the Agreement be legally binding and enforceable against you. Capitalized terms used in this Agreement, if not otherwise defined herein, have the meanings stated in the ScienceLogic Standard Terms and Conditions (the “**Standard Terms**”), which are available at http://www.sciencelogic.com/pdf/ScienceLogic_Standard_Terms_and_Conditions.pdf

“**Component Devices**” means devices created in the System to represent components within a technology package which are to be individually managed. By way of examples; when monitoring a SAN, the System may create Component Devices representing LUNs, Volumes and Aggregates; when monitoring a load balancer the System may create Component Devices representing VIPs, Pools and Pool Members. Any logical breakout of components are possible, depending on the technology package in question.

“**Equipment**” is a machine and any hardware components thereof or accessories provided with a machine, or any combination of them.

“**Extension Module**” means any of the following optional components of Software that are referenced in the Software’s standard user documentation as “All-In-One,” “Collectors,” “Admin Portal,” “Database,” “Integration API,” “Disaster Recovery,” and “High-Availability,” or “LAB.”

“**License Term**” means the period of time during which a particular license for the Software is valid, as indicated in a Proof of Authorization. If no such period of time is indicated in the relevant Proof of Authorization, the License Term for that particular license will be considered to be perpetual. Unless otherwise stated in the applicable Sales Order, each License Term shall commence upon delivery of the applicable Software. You understand that licenses of different License Terms may be purchased. For example, a perpetual license authorizing use of the Software with 100 Managed Devices might be purchased, and an additional license, having a License Term of X years, might be purchased authorizing use of the Software with an additional 50 Managed Devices.

“**Managed Devices**” means the number of individual devices that can be discovered and managed by use of the System. Individual devices are physical network addressable devices and individually managed Component Devices and ScienceLogic Virtual Devices for which the System collects Performance Data, including but not limited to personal computers, workstations, servers, routers, hubs, virtual servers, switches, blades, chassis, storage devices, LUNs, Volumes, load balancers and firewalls. For clarification purposes, each virtual server is considered a separate “Managed Device”.

“**Performance Data**” means periodically collected numeric data relating to the performance of a device or a component of the device. Performance data may be used to plot performance trends or to alert if a particular performance measure falls outside of acceptable.

“**Product**” means Equipment, Software or System.

A “**Proof of Authorization**” is the evidence of your authorization to use the Product, which evidence may be in the form of a paid order form, invoice or equivalent document that specifies the name of the Product and contains your name and contact information, the term of the license, and the applicable license fees and payment schedule. The Proof of Authorization also may specify limits on your use of the Software, including limits on the number of Managed Devices that may be managed by use of the Software, or require the purchase of separate licenses to use particular features, functionalities, or capabilities, or provide temporal or geographical limits. Your use of the

Software shall be subject to all such limitations and purchase of all applicable licenses. The Proof of Authorization is also evidence of your eligibility for warranty, prices for future upgrade (if any) and potential special or promotional opportunities. If you purchase or license your Product directly from ScienceLogic (and not from a Reseller), your Proof of Authorization is a valid Sales Order that specifically references this Agreement.

"**ScienceLogic Virtual Devices**" are containers for collected data, logically grouped for management convenience.

"**Software**" is ScienceLogic's EM7 software program, and any modified, updated or enhanced versions of such program that may be provided to you pursuant to this Agreement or a separate agreement (such as a support and maintenance agreement), and includes the following: (1) machine-executable object code instructions and data; (2) audio-visual content (such as images, text, recordings and/or pictures); (3) related User Documentation; (4) license use documents or keys and (5) any copy of these items. The Software may be provided to you preloaded on Equipment as a System or in a software-only transaction.

"**System**" consists of Equipment and all Software preloaded thereon.

"**User Documentation**" is the standard user documentation furnished to you by ScienceLogic along with the Product.

"**You**" and "**your**" refer either to an individual person or to a single legal entity who accepts and agrees to be bound by the terms of this EULA.

1. Limited Warranty

Equipment

For a period of ninety (90) days after shipment of the Equipment (including Equipment that is part of a System) to you (the "**Equipment Warranty Period**"), ScienceLogic warrants that the Equipment will be free from manufacturing defects in materials and workmanship under normal use and conditions. During the Equipment Warranty Period, ScienceLogic will, at its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, repair or replace the Equipment with a comparable product that is new or refurbished or, if ScienceLogic determines that it is unable to correct such defect, you may return the Equipment in accordance with ScienceLogic's standard product return procedures to the party (either ScienceLogic or its Reseller) from whom you acquired it and receive a refund of the fees actually paid by you for the Equipment. Any such repair or replacement provided to you will not extend the original Equipment Warranty Period.

Software

For a period of ninety (90) days after shipment of the Software (including Software that is preloaded on Equipment as a System) to you (the "**Software 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 and, if the Software is provided to you in a software-only transaction, the media (for example, CD-ROM) on which the Software is delivered will be free from defects in materials and workmanship. ScienceLogic will, at its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, (i) in case of a media defect, replace the defective media in which the Software is contained with a copy of the Software on nondefective media, and (ii) in case of a Software error, use commercially reasonable efforts to correct any reproducible error in the Software reported to the party from whom you acquired it (i.e., ScienceLogic or its Reseller) by you in writing during the Software Warranty Period or, if ScienceLogic determines that it is unable to correct such error, you may return the Software (and, if the Software was provided to you preloaded on Equipment as a System, the Equipment on which the Software is preloaded) in accordance with ScienceLogic's standard product return procedures to the party (either ScienceLogic or its Reseller) from whom you acquired it and receive a refund of the fees actually paid by you for the Software (and, if applicable, the Equipment on which the Software is preloaded). If you downloaded the Software, you may contact the party from whom you acquired it for instructions on how to obtain the refund. Any such error correction provided to you will not extend the original Software Warranty Period.

Warranty Restrictions

The warranties in this Section 1 do not apply if the Equipment or Software (1) has been altered by any party other than ScienceLogic, (2) has not been installed, operated, repaired or maintained in accordance with any installation, handling, maintenance or operating instructions supplied by ScienceLogic, (3) has been subjected to unusual

physical or electrical stress, misuse, negligence or accident, or (4) has been used in such a way that ScienceLogic cannot reasonably reproduce the error.

Warranty Disclaimers

THE WARRANTIES IN THIS SECTION 1 ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, NONINFRINGEMENT, AND NON-INTERFERENCE WITH RESPECT TO THE PRODUCTS AND THE USER DOCUMENTATION. YOU ASSUME RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE OF, AND RESULTS OBTAINED FROM, THE PRODUCTS. WITHOUT LIMITING THE FOREGOING PROVISION, SCIENCELOGIC DOES NOT WARRANT THAT USE OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED, THAT SCIENCELOGIC WILL CORRECT ALL PRODUCT DEFECTS OR THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS.

2. Software License

License Grant

Subject to your payment of the applicable license fees and taxes (and if you purchased your Software license from a Reseller and not directly from ScienceLogic, such Reseller's payment of the applicable license fees and taxes due to ScienceLogic), the existence of a valid Proof of Authorization and your compliance with the terms and conditions of this Agreement, ScienceLogic hereby grants you a personal, nonexclusive, nontransferable and nonsublicensable license, during the License Term specified on the Proof of Authorization, to: (1) use the Software in support of your internal business activities (which may include, if you are a managed services provider, using the Software to manage the information technology infrastructure assets of your customers) and within the scope of license (as to the number of Managed Devices that may be managed by use of the Software or other factors) specified on the applicable Proof of Authorization; (2) make and install one (1) backup copy of the Software to support such use so long as the original and copy are not in use at the same time and (3) use the User Documentation only in conjunction with your installation and permitted use of the Software. The terms of this license apply to each copy of the Software you make. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Software and User Documentation.

If the Software is provided to you preloaded on Equipment as a System, the Software is licensed to you as a single integrated product with the Equipment on which it was installed and may only be used with that Equipment.

ScienceLogic reserves all license rights not expressly granted under this Agreement. This Agreement does not convey to you an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. You acknowledge that, as between ScienceLogic and you, 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 you by this Agreement. The Software is licensed, not sold.

If you acquire the Software as a Software upgrade, after you install the upgrade you may not use or transfer to a third party the Software from which you upgraded.

You will ensure that anyone who uses the Software (accessed either locally or remotely) does so only for your authorized use and complies with the terms of this Agreement.

License Restrictions

You agree not to act outside the scope of the license rights that are expressly granted by this Agreement. You agree not to (a) modify, adapt, translate or create derivative works of the Software, provided that the foregoing shall not be construed to prohibit you from configuring the Software to the extent permitted by the Software's standard user interface; (b) merge the Software with other software; (c) 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 your rights under this Agreement; (d) permit third parties to benefit from the use or functionality of the Software, via a timesharing, service bureau or other arrangement, nor provided access to the Software to any third party in the nature of an application service provider, except to the extent such use is expressly specified in the License Grant portion of this Section 2; (e) use the Software in any manner that is

inconsistent with the User Documentation; or (f) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction. To the extent required by law, and at your written request, ScienceLogic shall provide you with the interface information necessary to render the Software interoperable with other software; provided, however, that ScienceLogic may impose reasonable conditions, including a reasonable fee, on your use of such interface information to ensure that ScienceLogic's and its suppliers' proprietary rights in such interface information are protected. You agree to use the Software only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. You 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. You acknowledge and agree 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. You agree to reimburse ScienceLogic for attorneys' fees and court costs incurred in connection with any lawsuit brought by ScienceLogic in which a court or arbitrator finds that you have breached any provisions of this section.

Software Activation

ScienceLogic employs a license key ("**License Key**") to enable use of the Software. Software is delivered disabled and requires a License Key for activation. ScienceLogic administers the generation and distribution of License Keys. The following describes ScienceLogic's administration of License Keys, which administration may be modified by ScienceLogic from time to time: The Software packaging includes a code (certificate key) that allows you to obtain a License Key to activate the Software.

You acknowledge and agree that ScienceLogic or its suppliers may use your internal network and Internet connection for the purpose of transmitting the license-related data entered by you at the time of installation or registration to a license server operated by ScienceLogic or its supplier and validating the authenticity of such license-related data in order to protect ScienceLogic and its suppliers against software piracy.

Time Clocks and Electronic Self-Help

The Software may contain embedded time clocks or similar security devices that may disable your ability to use Software after the expiration of the License Term (e.g., expiration of the trial license period if you obtain the license for the Software on a trial evaluation basis). You acknowledge and agree that such devices are not a defect in the Software.

In addition, in the event of termination of this Agreement prior to expiration of the applicable License Term, ScienceLogic reserves the right to electronically disable your ability to use the Software upon 10 days' written notice. Such an act by ScienceLogic does not affect your obligation to make complete payment of any amounts owing to ScienceLogic. Prior to ScienceLogic resorting to disabling the Software, ScienceLogic will notify you of its intention to use electronic self-help, the nature of the claimed action that entitles ScienceLogic to use electronic self-help and the name and contact information of the person you may contact at ScienceLogic concerning the notice of electronic self-help.

Trial License

In the event you obtain the license for the Software on a trial evaluation basis, as may be specified on your Proof of Authorization, or if ScienceLogic has provided the Software for your trial and evaluation prior to your purchase of a license, then this paragraph applies. To the extent that any provision in this paragraph is in conflict with any other term or condition of this Agreement, this paragraph shall supersede such other term(s) and condition(s), but only to the extent necessary to resolve the conflict. If the paragraph applies, then the license rights granted in this Agreement are limited to the first thirty (30) days after you first run the Software. If you decide to use the Software after the 30-day trial period, you must purchase a license to the Software and supply information required by ScienceLogic in order to obtain a License Key to activate your licensed copy of the Software beyond the initial 30-day period. SOFTWARE LICENSED FOR TRIAL PURPOSES IS PROVIDED "AS IS" AND SCIENCELOGIC DOES NOT PROVIDE ANY WARRANTIES, MAINTENANCE OR TECHNICAL SUPPORT FOR SUCH SOFTWARE. SCIENCELOGIC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY SUCH SOFTWARE,

INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, NON-INFRINGEMENT, AND NON-INTERFERENCE. YOU ASSUME ALL RISK OF YOUR USE OF THE SOFTWARE ON A TRIAL EVALUATION BASIS.

Subscription (Limited Term) License

In the event you obtain the license for the Software on a subscription basis for a limited term (as specified on your Proof of Authorization), then this paragraph applies. To the extent that any provision in this paragraph is in conflict with any other term or condition of this Agreement, this paragraph shall supersede such other term(s) and condition(s), but only to the extent necessary to resolve the conflict. The license rights granted in this Agreement are for a limited time (which time is indicated on your Proof of Authorization), and your license to use the Software expires on the date the subscription term expires as set forth in the applicable Proof of Authorization, unless the License Term has been renewed and extended in accordance with the Standard Terms or by mutual written agreement.

Managed Service Provider License

In the event you are using the Software to provide Managed Services (as defined below), then this paragraph applies. To the extent that any provision in this paragraph is in conflict with any other term or condition of this Agreement, this paragraph shall supersede such other term(s) and condition(s), but only to the extent necessary to resolve the conflict. You may make descriptive references to ScienceLogic's non-stylized word marks (but may not use ScienceLogic's logos, logotypes, trade dress, or designs) in your Managed Services documentation, advertising, and marketing materials, including World Wide Web pages, according to ScienceLogic's then-current trademark guidelines (available for viewing at <http://www.sciencelogic.com/permissions-and-trademarks>) for the purpose of promoting your status as a user of the Products, provided that such use is solely to identify the Products as a component of your Managed Services offerings and does not misattribute your finished Managed Services to ScienceLogic and does not otherwise imply ScienceLogic's sponsorship of, or affiliation with, you or your Managed Services. "**Managed Services**" are services you provide using the Products to manage the information technology infrastructure assets of your customers. In addition, from time to time ScienceLogic may provide you Marketing Materials and User Documentation for your use in marketing and providing Managed Services. "**Marketing Materials**" are Product brochures, manuals, technical specification sheets, demonstration presentations including "screen shots" of the Software's graphical user interface, Product education and training materials, Product descriptions for use on Web site pages, and other marketing sales literature provided by ScienceLogic to you for your use in marketing the Managed Services. "**Licensed Materials**" are the Marketing Materials and User Documentation, collectively. Subject to your compliance with the terms and conditions of this Agreement, ScienceLogic hereby grants you a personal, nonexclusive, nontransferable and nonsublicensable license to: (i) modify and create derivative works of the Licensed Materials by creating technically accurate subsets and supersets thereof; and (ii) reproduce and distribute or display the Licensed Materials (in their original form or as modified by you as provided above) to your customers in connection with your provision of Managed Services to such customers; provided, that you will provide ScienceLogic with samples, and obtain ScienceLogic's written approval, of all materials that contain the Licensed Materials or otherwise contain any ScienceLogic trademarks, prior to their public use, distribution or display. At ScienceLogic's request, you will modify or discontinue any use of ScienceLogic's trademarks if ScienceLogic determines that such use does not comply with ScienceLogic's then-current trademark guidelines. You must not remove, modify or obscure in any way the proprietary rights notices (including copyright notices and "Powered by ScienceLogic" or similar slogans) of ScienceLogic or its suppliers that appear on or within the copies of the Software and the Licensed Materials or that appear during use of the Software. In addition, you agree that you shall place the phrase "Powered by ScienceLogic" on: (i) all advertising, collateral, and other marketing materials that describe the Managed Services; and (ii) the start page, sign-in screen or similar user interface first viewed to begin access to the Managed Services. You will use commercially reasonable efforts to ensure clear identification of the reference to "Powered by ScienceLogic" in all such materials and on such screens. You may only use the words "Powered by ScienceLogic" in connection with Managed Services that are based upon the use of the Software, and you may not use the words in connection with any other products or services. You agree not to create or use any confusingly similar mark or any combination mark that includes any of ScienceLogic's marks. From time to time in its sole discretion, ScienceLogic may reasonably introduce and require you to follow additional branding and/or logo guidelines. Any such additional branding will include any single brand or combination of the following brands: "ScienceLogic," "EM7," or such other brands as

specified by ScienceLogic, and will include phrasing such as “Powered by ScienceLogic,” as specified by ScienceLogic. Nothing herein shall restrict ScienceLogic’s legal or equitable rights to protect its trademarks against infringement, dilution, or other misuse. You agree that, as between ScienceLogic and you, ScienceLogic owns all proprietary rights in its trademarks, and all goodwill arising from use of its marks will inure solely to the benefit of ScienceLogic.

Third Party Software

The Software and future updates and upgrades to the Software may contain or be accompanied by certain third party software (including software that is included for use solely at your option) that (i) is provided to you under terms and conditions that are different from this Agreement (“**Third Party License Agreement**”) and/or (ii) requires ScienceLogic to provide you with certain notices and/or information (“**Third Party Notices**”).

Such third party software is identified in the relevant Third Party Software License Guide (a copy of which is available from ScienceLogic upon your request), that applies to the version of the Software you have licensed (or the relevant update or upgrade to such Software).

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 you solely for use in association with the Software.

Your 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, either (i) be subject to the terms and conditions of this Agreement, as amended and/or supplemented by such Third Party License Agreement or (ii) be subject to the terms and conditions of such Third Party License Agreement, and not this Agreement. By using or not uninstalling such third party software after the initial installation of such third party software (thereby giving you access to the applicable Third Party License Agreements and Third Party Notices), you acknowledge that you have read and agree to all such Third Party License Agreements and Third Party Notices, including those provided only in the English language. If you do not agree to the terms of such Third Party License Agreements and Third Party Notices, you may not use such third party software. You agree to review the Third Party Software License Guide that applies to your 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 you to the extent it relates to such supplier’s specific software.

3. Charges

You understand that the amount payable for the Software license is based on the scope and level of use acquired that is specified in the Proof of Authorization. If you wish to increase the scope or level of use, you must purchase additional license rights and pay any applicable charges.

4. Limitation of Liability

REGARDLESS OF THE NATURE OF THE CLAIM OR LEGAL THEORY OF LIABILITY (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION OR OTHER CONTRACT OR TORT CLAIM), AND EVEN IF SCIENCELOGIC KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, IN NO EVENT WILL SCIENCELOGIC HAVE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING CLAIMS FOR LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, AND IN NO EVENT SHALL SCIENCELOGIC BE LIABLE FOR DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES. SCIENCELOGIC’S MAXIMUM MONETARY LIABILITY IN CONNECTION WITH THIS AGREEMENT, FOR ALL CLAIMS IN AGGREGATE, SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM, AND, IF THE CHARGES PAID BY YOU FOR SUCH PRODUCT ARE RECURRING CHARGES (SUCH AS MONTHLY OR ANNUAL LICENSE FEES), IN NO EVENT WILL SCIENCELOGIC’S MONETARY LIABILITY FOR ANY PARTICULAR CLAIM IN CONNECTION WITH THAT PRODUCT EXCEED THE GREATER OF (I) THE AGGREGATE OF

SUCH CHARGES ACTUALLY PAID BY YOU DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH CLAIM; OR (II) ONE THOUSAND DOLLARS (U.S. \$1,000.00). THIS LIMITATION OF LIABILITY ALSO APPLIES TO SCIENCELOGIC'S SUPPLIERS AND SOFTWARE DEVELOPERS AND IS THE MAXIMUM FOR WHICH THEY AND SCIENCELOGIC ARE COLLECTIVELY RESPONSIBLE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR BODILY INJURY (INCLUDING DEATH) TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE THAT THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

5. Support and Maintenance

ScienceLogic and/or its Reseller may make available for purchase certain optional support and maintenance services related to your Equipment, System or Software license. You acknowledge that, unless separately purchased by you, ScienceLogic has no obligation under this Agreement to provide technical support and/or maintenance services of any kind for the Products, except as provided under Section 1 (Limited Warranty) above.

6. Proprietary Protection of Materials

You acknowledge that the Software (including its structure, design, organization, source code and associated interface information) and User Documentation contain trade secrets of, and otherwise embody confidential and proprietary information developed or acquired by, ScienceLogic or its suppliers. You will take all reasonable precautions necessary to safeguard the confidentiality of the Software and User Documentation, including (i) those taken by you to protect your own confidential information; and (ii) those which ScienceLogic or its suppliers may reasonably request from time to time. You will not allow the removal or defacement of any confidentiality or proprietary notice placed on items of Software and User Documentation.

You will not disclose, in whole or in part, the Software or User Documentation to any person, except to those of your employees, agents or consultants who require access for your authorized use of the Software and User Documentation. Before disclosing any of these items to such parties, you will require that they expressly (i) recognize ScienceLogic's or its suppliers' confidential and proprietary rights in the Software and User Documentation; and (ii) agree to comply with the use and non-disclosure restrictions applicable to the Software and User Documentation under this Agreement.

7. Governing Law

This Agreement will be governed by the laws of the Commonwealth of Virginia as such laws apply to contracts between Virginia residents performed entirely within Virginia, without regard to its rules regarding conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. To the extent enforceable by applicable law, you agree that all disputes arising under this Agreement will be resolved exclusively in the state or federal courts located within the Commonwealth of Virginia, and you agree to personal jurisdiction in such courts.

8. General Provisions

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

You agree to allow ScienceLogic to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, business partners and assignees of ScienceLogic for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for promotions, and for market research).

Except for actions related to the protection of the proprietary rights of ScienceLogic and its suppliers, neither you nor ScienceLogic will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of contractual waiver or limitation.

Neither you nor ScienceLogic is responsible for failure to fulfill any obligations due to causes beyond its reasonable control.

You recognize and acknowledge that any use or disclosure of the Software or User Documentation by you in a manner inconsistent with the provisions of this Agreement may cause ScienceLogic irreparable damage for which remedies other than injunctive relief may be inadequate, and you agree that in any request to a court of competent jurisdiction by ScienceLogic for injunctive or other equitable relief seeking to restrain such use or disclosure, you will not urge that such remedy is not appropriate under the circumstances.

This Agreement does not create any benefits, rights, claims, obligations, or causes of action in, to, or on behalf of, any person or entity other than to you and ScienceLogic under this Agreement, except as set forth in Section 2 (Third Party Software) and Section 4 (Limitation of Liability).

The headings of Sections of this Agreement are for convenience only and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

The Software is not fault-tolerant and is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). SCIENCELOGIC AND ITS SUPPLIERS AND SOFTWARE DEVELOPERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

You acknowledge that the Software is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. The version of the Software supplied to you may contain encryption or other capabilities restricting your ability to export the Software without an export license.

This Agreement and your Software license will terminate automatically if (i) you cease to own, possess or operate the Equipment on which the Software is preloaded (if the Software is provided to you preloaded on Equipment) or (ii) you breach any of the terms of this Agreement and fail to cure such breach (if such breach is capable of cure) within 15 days after ScienceLogic notifies you. Upon any termination, you must cease use of the Software and destroy all copies of the Software and the User Documentation. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement, including the terms of Section 4 (Limitation of Liability), Section 6 (Proprietary Protection of Materials), Section 7 (Governing Law) and Section 8 (General Provisions) shall remain in effect until fulfilled.

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.

Upon ScienceLogic's requests from time to time, you agree to provide written assurance, certified and physically signed on paper by one of your corporate officers, that you remain in full compliance with this Agreement. ScienceLogic reserves the right to periodically audit you to ensure that you are not using any Software in violation of this Agreement. During your standard business hours and upon prior written notice, ScienceLogic may visit you and you will make available to ScienceLogic or its representatives any records pertaining to the Software. The cost of any required audit will be solely born by ScienceLogic, unless you are using the Software in an unauthorized manner, in which case you shall pay the cost of the audit.

This Agreement, including your Proof of Authorization and any relevant Third Party Software License Guides, is the complete agreement between you and ScienceLogic regarding the use of the Products and User Documentation, and replaces and supersedes any other oral or written proposals, negotiations, conversations and other communications between you and ScienceLogic relating to the Products and User Documentation. Your Proof of Authorization and relevant Third Party Software License Guide(s) are hereby incorporated by reference and made

a part of this Agreement. This Agreement may not be modified except by a written amendment or addendum executed by both ScienceLogic and you. No provision hereof shall be deemed waived by ScienceLogic unless such waiver is in writing and signed by ScienceLogic or a duly authorized representative of ScienceLogic, and such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Last updated: February, 2015