



## Support and Maintenance Terms

These Support and Maintenance Terms are subject to and considered a part of the Agreement between ScienceLogic, Inc. and the Customer (“Customer” or “you”) identified in the Sales Order to which these Support and Maintenance Terms are attached. These Support and Maintenance Terms are an integral part of the Agreement, which consists of the ScienceLogic Standard Terms and Conditions (the “Standard Terms”), the Sales Order, and all Attachments thereto. These Support and Maintenance Terms describe ScienceLogic’s duties, obligations and responsibilities and certain of your responsibilities related to the Support and Maintenance Services (“Support and Maintenance”) for the System acquired by you under the Sales Order. All capitalized terms used and not defined herein shall have the same meanings given them in the Standard Terms and/or in the Sales Order.

Your access to Support and Maintenance will end either one, two or three years, as indicated in the Sales Order, from the date you activate Support and Maintenance (unless another activation date is specified in the Sales Order, your activation date will be the date of the Sales Order). Support and Maintenance shall automatically renew for successive one (1) year periods unless you notify ScienceLogic of your intent to terminate at least thirty (30) days prior to the expiration of the then-current Support and Maintenance period.

The Support and Maintenance charges for your System shall be as set forth in the Sales Order. Support and Maintenance charges are due and payable in advance and are subject to the payment terms contained in the relevant Sales Order or elsewhere in the Agreement. Approximately sixty (60) days prior to the expiration of the then-current Support and Maintenance period, ScienceLogic shall notify you of the then-current charge for the next year of Support and Maintenance. Unless you have terminated Support and Maintenance in accordance with these Support and Maintenance Terms, ScienceLogic shall invoice you approximately thirty (30) days prior to the expiration of the then-current Support and Maintenance period for the charges applicable to the next year of Support and Maintenance. Support and Maintenance is available for the Equipment portion of your System only DURING the first three years after the date of your purchase of the System; after the first three years you may only purchase Support and Maintenance renewals for the Software portion of your System.

You may terminate your enrollment in Support and Maintenance at your sole discretion by giving ScienceLogic thirty (30) days written notice of such termination. In such an event, you shall not be entitled to a refund of any prepaid Support and Maintenance charges. You may re-enroll in Support and Maintenance by paying a reinstatement fee equal to the total Support and Maintenance charges that would have been paid to ScienceLogic had you not terminated Support and Maintenance, or the then-current purchase price for the applicable System, whichever is less. In addition, you must pay the annual charge for Support and Maintenance for the next year in advance. You may terminate Support and Maintenance upon written notice for cause at any time if ScienceLogic is in material breach of any of its Support and Maintenance obligations under these Support and Maintenance Terms and does not cure such breach within thirty (30) days after written notice of breach from you, in which event you shall be entitled to a pro-rated refund of any unused prepaid Support and Maintenance charges. Termination of Support and Maintenance will not of itself terminate your license to use the applicable Software under the terms and conditions of the Agreement.

Both you and ScienceLogic agree that, under these Support and Maintenance Terms, all information exchanged is nonconfidential. If either you or ScienceLogic requires the exchange of confidential information, it will be made under a separate signed confidentiality agreement. You hereby grant to

ScienceLogic an irrevocable, nonexclusive, fully sublicenseable, worldwide, perpetual, royalty-free, fully paid license to fully use and exploit in any manner any ideas, suggestions or feedback relating to the System, or any portion thereof, that you provide to ScienceLogic.

Support and Maintenance applies to ScienceLogic-branded Equipment and Software only, and extends only to the original purchaser of the System and is not transferable to anyone who obtains ownership of the System from the original purchaser except pursuant to an assignment permitted under the terms and conditions of the Agreement.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF ANY DATA STORED ON THE SYSTEM AS A PRECAUTION AGAINST POSSIBLE DAMAGE TO OR LOSS OF DATA. BEFORE RETURNING THE SYSTEM FOR SERVICE, YOU MUST BACK UP YOUR DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION. SCIENCELOGIC IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, OR FOR THE RESTORATION, REPLACEMENT, OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN THE SOFTWARE INSTALLED BY SCIENCELOGIC WHEN THE SYSTEM WAS ORIGINALLY MANUFACTURED.

You may be required to provide proof of purchase as a condition of receiving Support and Maintenance.

**SUPPORT AND MAINTENANCE IS AVAILABLE ONLY IF PURCHASED BEFORE EXPIRATION OF THE SYSTEM'S WARRANTY PERIOD.** If Support and Maintenance is not purchased at the time of your purchase of the System, ScienceLogic reserves the right to inspect the System within one month from the activation date of Support and Maintenance. If the System is not in an acceptable condition for Support and Maintenance, ScienceLogic will notify you, terminate Support and Maintenance coverage, and refund your Support and Maintenance charges.

## **I. General Support**

### **A. Technical Support**

1. ScienceLogic will provide your information systems (IS) support personnel with technical support via telephone (800-SCILOGIC or 800-724-5644), e-mail ([support@sciencelogic.com](mailto:support@sciencelogic.com)) and, if available, other electronic access such as online chat, to answer your routine questions about your System and to assist you in solving problems with your System. This support is not available to your end users.

### **2. Support Options: Standard or Premier**

(a) ScienceLogic will provide Standard telephone support in Americas from 8:30 AM to 6:00 PM Eastern Time, and Standard telephone support for international customers from 1:00 AM to 6:00 PM Eastern Time Monday through Friday, excluding regularly scheduled holidays of ScienceLogic. Service requests transmitted during non-business hours shall be considered received by ScienceLogic on the next business day.

(b) Customer may choose to purchase optional 24/7 Premier after-hours break-fix support. If this support is purchased customer will have access to telephone support outside of the above hours. This after-hours support is to be used only in case of EM7 system failure that prevents the normal operation and/or use of EM7. If such Premier support is purchased, Customer will be provided a unique after-hours support identification number and phone system navigation number that should be used when requesting after-hours support.

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

- System serial number, model name and model number
- Customer number and/or Customer Purchase Order number
- Applicable error messages and problem description
- Add-on options installed on System
- Software version number
- If Premier support has been purchased, the unique after-hours support identification number having been provided to you
- Third-party hardware or software
- Detailed questions

4. ScienceLogic will provide Internet assistance to you through access to a Web site that may include any of the following: a knowledge base, on-line case tracking, frequently asked questions and User Documentation.

5. If appropriate, you will cooperate with ScienceLogic to allow and enable ScienceLogic to perform Support and Maintenance via remote connection using standard, commercially available remote control software. You shall be solely responsible for instituting and maintaining proper security safeguards to protect your systems and data.

**B. Response Time.** ScienceLogic makes reasonable efforts to provide a response, but not necessarily a solution, to you following receipt of your request for technical support. The service level guidelines for support response and resolution are defined in the ScienceLogic Support Guide.

## **II. Equipment-Specific Support**

If you have acquired Equipment under the Sales Order, certain Equipment Terms will be provided to you, and such Equipment Terms may specify an affiliate or designee of Dell Computer Corporation (the affiliate or other designee, "Dell") as a provider of Equipment support and Maintenance. For so long as you purchase Support and Maintenance for your Equipment, you acknowledge that Dell shall provide services and support directly to you under the terms and conditions of the Dell Hardware Service Agreement <http://www.Dell.com/ServiceContracts> (the "Dell Agreement"). You understand that ScienceLogic acts only as a reseller of such Maintenance and Support Services to be provided by Dell, and that ScienceLogic itself has no obligation to provide such Equipment-Specific Support. You understand that ScienceLogic does not offer and has no obligation to provide Support and Maintenance Services for any particular Equipment more than five (5) years after its initial delivery. You further acknowledge and agree that, for purposes of Equipment-Specific Support, the following rules apply:

1. You shall receive Dell ProSupport for IT On-Site Response WITHOUT Mission Critical Service Contract (as defined in the Dell ProSupport for IT Service Description).
2. In the Equipment Terms, the term "System" shall be construed to mean the "Equipment" as defined in the Agreement.
3. Any provisions of the Dell Agreement permitting you to assign or transfer the Dell Agreement or any of your rights or obligations under the Dell Agreement to a third party shall not apply to you.
4. In the unlikely event that the Equipment has a recurring failure and Dell elects to provide you with a replacement unit, such replacement unit will not include a copy of your licensed Software, and you must reinstall such Software from your authorized backup copy. If requested, ScienceLogic will provide assistance to reinstall Software from your authorized backup copy.
5. For reference purposes only, a copy of the current Dell Agreement is available at: <http://www.Dell.com/ServiceContracts>

### III. Software-Specific Support.

A. While Support and Maintenance is in effect for your System, ScienceLogic shall:

1. Supply code corrections to you to correct errors and malfunctions (collectively referred to as "errors") in the Software as required for the Software to be maintained in material conformity with its then-current published specifications as set out in the standard user documentation for the any version of the Software which ScienceLogic has made generally available to its customers within the prior twelve (12) months, unless such errors have been caused by modifications of the Software made by you or a third party under your direction or unless such modifications made by you or on your behalf prohibit or hamper such corrections.

2. Provide technical support (in accordance with Subsection A.1 above) to answer your routine Software installation and usage (how-to) questions and to report errors in the Software. Reports of Software errors shall provide sufficient information to enable ScienceLogic to replicate and diagnose the reported error. ScienceLogic shall be provided reasonable access to the Software via remote access, subject to your reasonable security requirements.

3. Supply all extensions, enhancements and other changes incorporated into the Software that ScienceLogic deems to be logical improvements or extensions and that ScienceLogic elects to generally furnish without additional charge to licensees enrolled in Support and Maintenance for the particular Software. ScienceLogic shall provide reasonable assistance with technical support issues that arise during your installation of each such extension, enhancement or other change. ScienceLogic shall have no Support and Maintenance obligations for any custom reports, custom widgets, and any other custom modifications made by any party other than ScienceLogic.

4. Provide an EM7 update service to you, for no additional charge. As part of this service, you acknowledge and agree that ScienceLogic or its suppliers may use your internal network and Internet connection for the purpose of transmitting your Software license-related data to an EM7 update server operated by ScienceLogic or its suppliers in order to validate your license, determine if there is available for your Software any error corrections, updates, extensions, enhancements or other changes provided under Subsections A.1 or A.3 and transmit to you such error corrections, updates, extensions, enhancements or other changes. This transmission typically takes place at a specified interval (e.g., only once per day).

5. Replace the Software at no charge if the media on which the Software is stored becomes destroyed or damaged to such an extent that the Software becomes unusable.

6. All right, title and interest in and to any error corrections, extensions, enhancements and other changes incorporated into the Software furnished to you pursuant to this Section A shall be held by ScienceLogic, and you shall be granted only such rights to such error corrections, extensions, enhancements and other changes as you are granted under the Agreement with respect to the Software to which such materials relate. You shall treat all such error corrections, extensions, enhancements and other changes in accordance with the restrictions and limitations set forth in the Agreement (including the applicable end user license agreement) governing use of the Software.

B. The Support and Maintenance program set forth in Section A above shall apply only to releases of the Software that (a) were made generally available during the previous twelve (12) months or (b) are either the most recently generally available release of the Software or another release whose version number begins with the same number ("N"). ScienceLogic's obligation to provide Support and Maintenance for a Software release which was not generally available during the previous twelve (12) months and whose version number begins with the number immediately preceding N ("N-1") shall be limited to technical support only (as set forth in Subsection A.2 above) and ScienceLogic shall not be obligated to provide any Support and Maintenance for a Software release which was not generally available during the previous twelve (12) months and whose version number begins with a number less than N-1. For example, if the current Software release is version 4.5 and the only releases which were

made generally available during the previous 12 months were versions beginning with the number 4, ScienceLogic will provide full support only for those versions between 4.0 and the current release, limited support for those versions beginning with the number 3 and no support for those versions whose version number is less than 3.0.

C. ScienceLogic shall have no Support and Maintenance obligations with respect to: (i) Software that is modified by any party other than ScienceLogic; (ii) Software errors caused by the use or operation of the Software with any hardware, software or media not authorized by the Agreement or the applicable standard user documentation for the Software having been supplied by ScienceLogic; (iii) Software errors resulting from operator error or incorrect use of the Software; (iv) Software errors attributable to the equipment and programs (other than the System) used in conjunction with the Software or to any other reason external to the System on which the Software is installed or (v) errors in Software for which you have not installed any previously provided Software patches or error corrections or for which you have otherwise not followed ScienceLogic's error correction instructions.

D. ScienceLogic reserves the right to discontinue Support and Maintenance for a particular Software product if ScienceLogic generally discontinues such services to all licensees of the applicable Software. ScienceLogic shall provide twelve (12) months notice to you of its intent to discontinue Support and Maintenance for such Software product.

E. ScienceLogic's obligation to provide Support and Maintenance is dependent on the continued existence of your license to use the Software and if such license is terminated for any reason, ScienceLogic's obligations to provide Support and Maintenance for such Software will cease automatically upon such license termination, without duty to refund any portions of fees having been pre-paid for such Support and Maintenance.