



DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to ScienceLogic, Inc. (“Manufacturer”) End User Terms (“DLT Rider”) establishes the terms and conditions enabling DLT Solutions, LLC (“DLT”) to provide Manufacturer’s Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the “Licensee” or “Customer”).
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
 - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
 - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
 - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer’s security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer’s expense.
 - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
 - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer’s state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
 - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.





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.

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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.

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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