



ScienceLogic Limited Warranty and End User License Agreement

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“**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

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"**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.

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License Grant

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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.

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

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