This Client Relationship Agreement (CRA) and applicable Attachments and Transaction Documents (TDs) are the complete agreement regarding transactions under this CRA (together, the “Agreement”) under which Client may order Programs, Cloud and other Services, (collectively Instana Products) and third party products and services (Non-Instana Products). TDs detail the specifics of transactions such as charges and a description of and information about the Product. Examples of TDs include statements of work, service descriptions, ordering documents, supplements, or invoices. Attachments provide supplemental terms that apply to certain types of Products, such as product capacity or trial services. In the event of conflict, an Attachment prevails over this CRA and a TD prevails over both the CRA and any Attachment and only apply to the specific transaction.

1. Programs
   a. A Program is an Instana-branded licensed product and related material available for license subject to the payment of charges. Program details are described in an Attachment called License Information (LI). Programs do not include Machine Code or Project Materials. Programs are copyrighted and licensed (not sold). When Instana accepts an order for a Program, Client is granted a nonexclusive license to: (i) use the Program only up to its authorizations and subject to its LI; (ii) make and install copies to support such authorized use; and (iii) make a backup copy. Programs may be used by Client, its authorized employees and contractors only within Client’s Enterprise, and not to provide hosting or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Program. Additional rights may be available for additional fees or under different terms. Client is not granted unrestricted rights to use the Program nor has Client paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified in the LI.

   b. The license granted for a Program is subject to Client:
      (1) reproducing copyright notices and other markings;
      (2) ensuring anyone who uses the Program does so only for Client’s authorized use and complies with the license;
      (3) not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
      (4) not using any of the elements of the Program or related licensed material separately from the Program.

   c. The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from Instana and Client complies with the applicable sub-capacity requirements and terms as set forth in Attachments and TDs.

2. Services - Cloud Services
   a. A Cloud Service is an Instana offering provided by Instana and made available via a network. Each Cloud Service is described in a TD. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Technical support and service level commitments, if applicable, are specified in an Attachment or TD.

   b. When Instana accepts Client’s order, Instana provides Client the authorizations specified in the TD.

   c. Instana will provide the facilities, personnel, equipment, software, and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Client’s use of the Cloud Service. A Cloud Service may require the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service and according to any licensing terms if specified in a TD. Enabling software is provided as-is, without warranties of any kind.

   d. Client will provide, software and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates.

   e. Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client’s account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. In addition, Client may not use Cloud Services if failure of the Cloud Service could lead to death, bodily injury, or property or environmental damage. Client may not: (i) reverse engineer any portion of the Cloud Services; (ii) assign or resell direct access to a Cloud Service to a third party outside Client’s Enterprise; or (iii)
combine Cloud Services with Client’s value add to create a commercially available Client branded solution that Client markets to its end user customers unless otherwise agreed.

f. A Cloud Service or feature of a Cloud Service is considered “Preview” when Instana makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality (such as beta, trial, no-charge, or preview designated Cloud Services). Preview services are excluded from available service level agreements. A Preview service may not be covered by support and Instana may change or discontinue a Preview service at any time and without notice. Instana is not obligated to release a Preview service or make an equivalent service generally available.

1.1 Changes to Cloud Services

a. Instana may modify: i) a Cloud Service; and ii) the Instana’s Data Security and Privacy Principles for Instana Cloud Services (DSP) from time to time at Instana’s sole discretion and such modifications will supersede prior versions. Updates to a TD (such as a service description or statement of work) will take effect upon a new order, change effective date for ongoing services, or upon the renewal date for Cloud Services that automatically renew. The intent of any modification will be to: i) improve or clarify existing commitments; ii) maintain alignment to current adopted standards and applicable laws; or iii) provide additional features and functionality. Modifications will not degrade the security or functionality of a Cloud Service.

b. Instana may withdraw a Cloud Service on 12 months’ notice, unless otherwise stated in a TD. Instana will continue to provide the Cloud Service for the remainder of Client’s unexpired term or work with Client to migrate to another Instana offering.

1.2 Term and Termination of Cloud Services

a. The term of a Cloud Service begins on the date Instana notifies Client that Client can access the Cloud Service. Instana will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term. For automatic renewal, unless Client provides written notice to Instana or the Instana Business Partner involved in the Cloud Service not to renew at least 30 days prior to the term expiration date, the Cloud Service will automatically renew for the specified term. For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 30 days written notice to Instana or the Instana Business Partner involved in the Cloud Service of termination. The Cloud Service will remain available to the end of the calendar month after such 30 day period.

b. Instana may suspend or limit, to the extent necessary, Client’s use of a Cloud Service if Instana determines there is a material breach of Client’s obligations, a security breach, violation of law, or breach of the terms set forth in section 2 (e). If the cause of the suspension can reasonably be remedied, Instana will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, Instana may terminate the Cloud Service.

c. Client may terminate a Cloud Service on one month’s notice: i) at the written recommendation of a government or regulatory agency following a change in either applicable law or the Cloud Services; ii) if Instana’s modification to the computing environment used to provide the Cloud Service causes Client to be noncompliant with applicable laws; or iii) if Instana notifies Client of a modification that has a material adverse effect on Client’s use of the Cloud Service, provided that Instana will have 90 days to work with Client to minimize such effect. In the event of such termination, Instana shall refund a portion of any prepaid amounts for the applicable Cloud Service for the period after the date of termination. If the Agreement is terminated for any other reason, Client shall pay to Instana, on the date of termination, the total amounts due per the Agreement. Upon termination, Instana may assist Client in transitioning Client’s Content to an alternative technology for an additional charge and under separately agreed terms.

2. Services – Other Services

a. Instana provides consulting, installation, customization and configuration, maintenance, and other services as detailed in an Attachment or TD. Client will own the copyright in works of authorship that Instana develops for Client under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). A Program is an example of an Existing Licensed Work and is subject to the Program terms. Instana grants Client an irrevocable (subject to Client’s payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works without limitation of time or territory.
b. Either party may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. Instana will provide at least 90 days’ notice prior to withdrawal of Service. Client will pay charges for Services provided through the effective date of termination. If Client terminates without cause or Instana terminates for breach, Client will meet all minimum commitments and pay termination or adjustment charges specified in the SOW or TD and any additional costs Instana reasonably incurs because of early termination, such as costs relating to subcontracts or relocation. Instana will take reasonable steps to mitigate any such additional costs.

3. Content and Data Protection

a. Content consists of all data, software, and information that Client or its authorized users provide, authorizes access to, or inputs to the Cloud Service or information or data Client may provide, make available or grant access to, in connection with Instana providing other Services, such as consulting, maintenance, or Program support. Providing Content or otherwise using Cloud Services will not affect Client’s ownership or license rights in such Content. Instana, its affiliates, and contractors of either may access and use the Content solely for the purpose of providing and managing the applicable Cloud Services or other Services. Instana will treat all Content as confidential by not disclosing Content except to Instana employees and contractors and only to the extent necessary to deliver the Cloud Services or perform other Services.

b. Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, Instana, its affiliates, and contractors of either to use, provide, store and otherwise process Content in the Cloud Services or other Services. This includes Client providing required information, making necessary disclosures and obtaining consent, if required, before providing individuals’ information, including personal or other regulated data in such Content. Client is responsible for adequate back-up of Content. If any Content could be subject to government regulation or may require security measures beyond those specified by Instana for Cloud Services or other Services, Client will not input, provide, or allow access to such Content unless specifically permitted in the terms of the relevant TD or unless Instana has otherwise first agreed in writing to implement additional security and other measures.

c. Instana’s Data Security and Privacy Principles for Instana Cloud Services (DSP), at http://www.ibm.com/cloud/data-security, apply for generally available Cloud Service offerings. Specific security features and functions of a Cloud Service may be provided in an Attachment and TDs. Client is responsible to assess the suitability of each Cloud Service for Client’s intended use and Content and to take necessary actions to order, enable, or use available data protection features for a Cloud Service appropriate for the Content being used with a Cloud Service. By using the Cloud Service, Client accepts responsibility for use of the Cloud Services, and acknowledges that it meets Client’s requirements and processing instructions to enable compliance with applicable laws.

d. Instana utilizes the Data Processing Addendum at http://ibm.com/dpa (DPA) and applicable DPA Exhibit(s) apply to personal data contained in Content, if and to the extent: i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at http://ibm.com/dpa/dpl apply.

e. Upon request by either party, Instana, Client, affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of personal or regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

f. Instana will return or remove Content from Instana computing resources upon the expiration or cancellation of the Cloud Service, other Services, or earlier upon Client’s request. Instana may charge for certain activities performed at Client’s request (such as delivering Content in a specific format). Instana does not archive Content, however some Content may remain in backup files until expiration of such files as governed by Instana’s backup retention practices.

4. Warranties and Post Warranty Support

a. Instana warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, Instana provides Software Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions Instana makes generally available. Unless Client elects to discontinue S&S, annual S&S automatically renews at then-current charges until S&S for a version or release is withdrawn. If Client elects to
continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

b. Instana warrants that it provides Cloud and other Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends.

c. **Instana** does not warrant uninterrupted or error-free operation of an Instana Product or that Instana will correct all defects or prevent third party disruptions or unauthorized third party access to an Instana Product. These warranties are the exclusive warranties from Instana and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Instana warranties will not apply if there has been misuse, modification, damage not caused by Instana, or failure to comply with instructions provided by Instana. Preview services and non-Instana Products are sold under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

5. **Charges, Taxes, Payment and Verification**
   a. Client agrees to pay all applicable charges specified for an Instana Product or non-Instana Product, and charges for use in excess of authorizations. Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client’s acquisitions under the Agreement and will be invoiced in addition to such charges. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by Instana and late payment fees may apply. Prepaid Services must be used within the applicable period. Instana does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.
   b. Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to Instana; iii) pay Instana only the net proceeds after tax; and iv) fully cooperate with Instana in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. Where taxes are based upon the location(s) receiving the benefit of the Cloud Service, Client has an ongoing obligation to notify Instana of such location(s) if different than Client’s business address listed in the applicable Attachment or TD.
   c. For Cloud Services, based on selected billing frequency, Instana will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears. One time charges will be billed upon Instana’s acceptance of an order.
   d. Instana may change recurring charges, labor rates and minimum commitments on three months’ notice, except for Cloud Services, which Instana may change charges on thirty days’ notice unless otherwise committed to pricing during the term of the Cloud Service or as specified in a TD. A change applies on the invoice date or the first day of the charging period on or after the effective date Instana specifies in the notice. Instana may change one-time charges without notice. However, a change to a one-time charge does not apply to an order if: i) Instana receives the order before the announcement date of the increase; and ii) within three months after Instana’s receipt of the order, the product is shipped or made available to Client.
   e. Client will: i) maintain, and provide upon request, records, system tools output, and access to Client’s premises, as reasonably necessary for Instana and its independent auditor to verify Client’s compliance with the Agreement, including MC and Program licenses and metrics, such as sub-capacity usage; and ii) promptly order and pay for required entitlements (including associated S&S or maintenance) at Instana’s then current rates and for other charges and liabilities determined as a result of such verification, as Instana specifies in an invoice. These compliance verification obligations remain in effect during the term of any TD and for two years thereafter.

6. **Liability and Indemnity**
   a. Instana’s entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months’ charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. Instana will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to Instana, its affiliates, contractors, and suppliers.
   b. The following amounts are not subject to the above cap: i) third party payments referred to in the paragraph below; and ii) damages that cannot be limited under applicable law.
   c. If a third party asserts a claim against Client that an Instana Product acquired under the Agreement infringes a patent or copyright, Instana will defend Client against that claim and pay amounts finally
awarded by a court against Client or included in a settlement approved by Instana, provided that
Client promptly: i) notifies Instana in writing of the claim; ii) supplies information requested by Instana;
and iii) allows Instana to control, and reasonably cooperates in, the defense and settlement, including
mitigation efforts.

d. Instana has no responsibility for claims based on Non-Instana Products, items not provided by
Instana, or any violation of law or third party rights caused by Content, or any Client materials,
designs, specifications, or use of a non-current version or release of an Instana Product when an
infringement claim could have been avoided by using a current version or release.

7. Termination

a. Either party may terminate this CRA: i) without cause on at least one month’s notice to the other after
expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the
other is in material breach of the Agreement, provided the one who is not complying is given notice
and reasonable time to comply. Any terms that by their nature extend beyond the Agreement
termination remain in effect until fulfilled, and apply to successors and assignees. Termination of this
CRA does not terminate TDs, and provisions of this CRA and Attachments as they relate to such TDs
remain in effect until fulfilled or otherwise terminated in accordance with their terms. Instana may
terminate Client’s license to use a Program or MC if Client fails to comply with the Agreement. Client
will promptly destroy all copies of the Program or MC after either party has terminated the license.
Failure to pay is a material breach.

8. Governing Laws and Geographic Scope

a. Each party is responsible for complying with: i) laws and regulations applicable to its business and
Content; and ii) import, export and economic sanction laws and regulations, including defense trade
control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of
the United States that prohibit or restrict the export, re-export, or transfer of products, technology,
services or data, directly or indirectly, to or for certain countries, end uses or end users.

b. Both parties agree to the application of the laws of the State of New York, United States without
regard to conflict of law principles. The rights and obligations of each party are valid only in the
country where the transaction is performed or, if Instana agrees, the country where the product is
placed in productive use, except all licenses are valid as specifically granted. Instana will not serve
Client’s exporter or importer, except as required by data protection laws, for: i) any Content; or ii) use
of any portion of the Cloud Service from a country outside Client’s business address. If any provision
of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.
Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by
apply to transactions under the Agreement.

9. General

a. Parties will not disclose confidential information without a separate, signed confidentiality agreement.
If confidential information is exchanged in connection with the Agreement, the applicable
confidentiality agreement is incorporated into, and subject to, this CRA. This paragraph does not
apply to Content provided in the use of a Cloud Service.

b. Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for, the
product, offering or service. Since this CRA may apply to many future orders, Instana may modify this
CRA by providing Client at least three months’ written notice. Changes are not retroactive; they apply,
as of the effective date, only to new orders, ongoing services that do not expire, and renewals. For
transactions with a defined renewable contract period stated in a TD, Client may request that Instana
defer the change effective date until the end of the current contract period. Client accepts changes by
placing new orders or continuing use after the change effective date or allowing transactions to renew
after receipt of the change notice. Except as provided above, all changes to the Agreement must be
in writing accepted by both parties.

c. Instana is an independent contractor, not Client’s agent, joint venturer, partner, or fiduciary, and does
not undertake to perform any of Client’s regulatory obligations, or assume any responsibility for
Client’s business or operations. Instana is an information technology provider only. Any directions,
suggested usage, or guidance provided by the Instana or an Instana Product does not constitute
medical, clinical, legal, accounting, or other licensed professional advice. Client should obtain its own
expert advice. Client is responsible for its use of Instana Products and Non-Instana Products. Each
party is responsible for determining the assignment of its and its affiliates personnel and their
respective contractors, and for their direction, control, and compensation.
d. Instana maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud. Instana and its personnel comply with such policies and require contractors to have similar policies.

e. Instana Business Partners who use or make available Instana Products or non-Instana products are independent from Instana and unilaterally determine their prices and terms. Instana is not responsible for their actions, omissions, statements, or offerings.

f. Instana may offer Non-Instana Products, or an Instana Product may enable access to Non-Instana Product, that may require acceptance of third party terms presented to the Client. Linking to or use of Non-Instana Products constitutes Client's agreement with such terms. Instana is not a party to such third party agreements and is not responsible for such Non-Instana Products. Access to Non-Instana Cloud Services or other Services may be withdrawn at any time.

g. Instana, its affiliates, and contractors of either, may, wherever they do business, store and otherwise process business contact information (BCI) of Client, its personnel, and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent. The Instana Privacy Statement at https://www.ibm.com/privacy/us/en/ provides additional details with respect to BCI and Account Data described below.

h. Account Data is information, other than Content and BCI, that Client provides to Instana to enable Client’s acquisition or use of Instana Products or Non-Instana Products or that Instana collects using tracking technologies, such as cookies and web beacons, regarding Client’s acquisition or use of Instana Products or non-Instana Products. Instana, its affiliates, and contractors of either, may use Account Data, for example, to enable product features, administer use, personalize experience, and otherwise support or improve use of Instana Products and non-Instana Products.

i. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other, except no consent is required if Instana assigns to International Business Machines Corporation (IBM) or an IBM company. Assignment of Instana rights to receive payments or assignment by Instana in conjunction with the sale of the portion of Instana’s business that includes a product or service is not restricted.

j. This CRA applies to Instana and Client (the signatories below) and their respective Enterprise companies who acquire Instana Products or Non-Instana Products under this CRA. The signatories shall coordinate the activities of their own Enterprise companies under this CRA. Enterprise companies include: i) companies within the same country that Client or Instana control (by owning greater than 50% of the voting shares); and ii) any other entity that controls, is controlled by or is under common control as Client or Instana and has signed a participation agreement.

k. All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

l. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

m. Instana may use personnel and resources in locations worldwide, including third party contractors to support the delivery of Instana Products and Non-Instana Products. Instana may transfer Content, including personally identifiable information, across country borders. A list of countries where Content may be processed is described in the TD or as specified in service support documentation. Instana is responsible for the obligations under the Agreement even if Instana uses a third party contractor and will have appropriate agreements in place to enable Instana to meet its obligations.
ATTACHMENT A – Support Terms

SUPPORT TERMS  To the extent Instana has become obligated for support, the following will apply with respect to the Instana Offering so long as they remain Instana's standard terms and the Client is in full compliance with the Agreement. Capitalized terms not defined in Section 5 below have the same meaning as in Instana's CSA Terms.

1. SUPPORT SERVICES. Support Services consist of (a) Error Correction and Telephone Support provided to a single consistent technical support contact concerning the installation and use of the then current release of the Instana Offering and the Previous Sequential Release, (b) E-mail Support, (c) Web Support, and (d) Instana Offering updates that Instana in its discretion makes generally available to its support Clients without additional charge.

2. ERROR PRIORITY LEVELS. Instana shall exercise commercially reasonable efforts to correct any Error reported by Client in the current unmodified release of the Instana Offering in accordance with the priority level reasonably assigned to such Error by Instana. The reported Errors are classified in the following manner:

<table>
<thead>
<tr>
<th>Error Classification</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urgent</td>
<td>A production application is down or there is a major malfunction, resulting in a business revenue loss and impacting the application functionality for a majority of users.</td>
</tr>
<tr>
<td>High</td>
<td>Critical loss of application functionality or performance, impacting the application functionality for a high number of users.</td>
</tr>
<tr>
<td>Medium</td>
<td>Moderate loss of application functionality or performance, impacting multiple users.</td>
</tr>
<tr>
<td>Low</td>
<td>Minor loss of application functionality or product feature in question.</td>
</tr>
</tbody>
</table>

3. FUNCTIONAL DEFINITIONS. For the purposes of Error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

4. RESPONSE TIME. Instana shall use commercially reasonable efforts to respond to Errors within four (4) hours for Urgent and High Errors. Instana will use reasonable means to repair the error and keep Client informed of progress. Instana makes no representations as to when a full resolution of the error may be made.

<table>
<thead>
<tr>
<th>Error Classification</th>
<th>Initial Response and Acknowledgement</th>
<th>Manager Escalation</th>
<th>VP Escalation</th>
<th>CEO Escalation</th>
<th>Email Status Updates for Open Cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urgent</td>
<td>4 Hrs.</td>
<td>Immediate</td>
<td>1 Business Day</td>
<td>1 Week</td>
<td>Daily</td>
</tr>
<tr>
<td>High</td>
<td>12 Hrs.</td>
<td>1 Business Day</td>
<td>1 Week</td>
<td>2 Weeks</td>
<td>Weekly</td>
</tr>
<tr>
<td>Medium</td>
<td>1 Business Day</td>
<td>Monthly Review for All Open Issues</td>
<td>Quarterly Review for All Open Issues</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Low</td>
<td>1 Business Day</td>
<td>Monthly Review for All Open Issues</td>
<td>Quarterly Review for All Open Issues</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>
5. **EXCLUSIONS.** Instana shall have no obligation to support: (i) an altered or damaged Instana Offering or any portion of the Instana Offering incorporated with or into other software; (ii) any Instana Offering that is not the then current release or immediately Previous Sequential Release; (iii) an Instana Offering problem caused by Client’s negligence, abuse or misapplication, use of the Instana Offering other than as specified in the Instana’s Documentation or other causes beyond the control of Instana; or (iv) an Instana Offering installed on any hardware that is not supported by Instana. Instana shall have no liability for any changes in Client’s hardware which may be necessary to use the Instana Offering due to a Workaround or release.

6. **DEFINITIONS.**

- “E-mail support” means ability to make requests for technical support assistance by e-mail at any time (with reasonable efforts by Instana to respond within one business day) concerning the installation and use of the then current release of an Instana Offering and the Previous Sequential Release.

- “Error” means an error which significantly degrades an Instana Offering as compared to the Instana’s published Documentation.

- “Error Correction” means the use of reasonable commercial efforts to correct Errors.

- “Fix” means the repair or replacement of object or executable code versions of an Instana Offering or documentation to remedy an Error.

- “Previous Sequential Release” means the release of an Instana Offering which has been replaced by a subsequent release of the same Instana Offering. Notwithstanding anything else, a Previous Sequential Release will be supported by Instana only for a period of twelve (12) months after release of the subsequent release.

- “Telephone Support” means technical support telephone assistance on a 24x7x365 basis concerning the installation and use of the then current release of an Instana Offering and the Previous Sequential Release.

- “Web Support” means information available on the World Wide Web, including frequently asked questions, product documentation and bug reporting.

- “Workaround” means a change in the procedures followed or data supplied by Client to avoid an Error without substantially impairing Client’s use of an Instana Offering.

7. **AUTHORIZED SUPPORT CONTACTS.** Support will be provided solely to Client’s authorized support contacts. Client will be asked to designate its authorized support contacts, including its primary email address.

8. **CLIENT’S OBLIGATION TO ASSIST.** Should Client report a purported Error in the Instana Offering to Instana, Instana may require Client to provide Instana with the following information:

- A general description of the operating environment
- A list of all hardware components, operating systems, and networks
- A reproducible test case
- Any log files, trace, and system files

Client’s failure to provide this information may prevent Instana from identifying and fixing the reported Error.

**THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL INSTANA OFFERINGS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.**

Instana, Inc., an IBM Company Client Relationship Agreement (CRA)
ATTACHMENT B - SERVICE LEVEL AGREEMENT

This Service Level Agreement only applies if Client has purchased access to the Service:

This Service Level Agreement forms a part of Instana’s Agreement Terms. Capitalized terms not defined in this SLA shall have the meaning set forth in the Agreement and in Instana’s Documentation, as applicable.

Instana will: (i) provide Client with 99.5% availability to the Service (the “Service Availability”); (ii) use reasonable commercial efforts to maintain the security and integrity of the Service; and (iii) provide telephone and email support for the Service to Client on a 24x7x365 basis. The Service Availability will be measured on a monthly basis, with all hours weighted equally, but the Service Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime resulting from outages of third party connections or utilities or other reasons beyond Instana’s control (including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Instana employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Instana’s possession or reasonable control, and denial of service attacks).

In addition, Instana shall not be responsible for downtime: a) if Client does not obtain Instana’s written approval prior to implementing any significant configuration changes, including but not limited to changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of objects under management in the system including but not limited to Agents, Sensors, metrics, events and traces; or b) due to Client’s failure to upgrade the Instana Agents to keep the Agent versions updated within 6 months of the latest release.

If the Service is unavailable to Client due to defects with the Service beyond the 99.5% monthly availability metric, then, as Client’s sole and exclusive remedy (and Instana’s sole liability), Instana will provide Client a credit for the subsequent Service billing cycle as follows:

<table>
<thead>
<tr>
<th>Availability</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>97.5% – 99.4%</td>
<td>5%</td>
</tr>
<tr>
<td>95% - 97.5%</td>
<td>10%</td>
</tr>
<tr>
<td>&lt; 95%</td>
<td>20%</td>
</tr>
</tbody>
</table>

In order to receive downtime credit, Client must notify Instana within seventy-two (72) hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. All credits provided hereunder are nonrefundable. If Client elects not to renew Client’s subscription to the Service, such that the above credit cannot be applied, Client will have the option to receive up to one free month of Service as its sole remedy in lieu of such credit.

Should Client report a purported defect in the Service to Instana within the required time period, Instana may request that Client provide Instana with the following information:

- A general description of the operating environment
- A list of all hardware components, operating systems, and networks
- A reproducible test case
- Any log files, trace, and systems files

Client acknowledges and agrees that Client’s failure to provide such information upon Instana’s request may prevent Instana from identifying and remediating the reported defect.