

APICA ASCENT SERVICE DESCRIPTIONS

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The following Service Descriptions and additional terms are applicable to the purchase, subscription and use of Apica products and professional and/or managed services (Services) and shall be deemed incorporated into the Order Form/Quote for Services and/or Statement of Work (SOW) for Professional Services as in effect between the Customer and Apica. Apica retains the right to make changes to the Services and this Service Description.

1 General

The Services of the Ascent platform are either offered as Software as a Service (SaaS) for which no installation is required or On-Premises for which the customer hosts the complete system.

In the SaaS offering, monitoring is performed from Apica's public locations around the world and the Customer has access to a web interface and API to manage the platform, logs, monitoring, reports, alerts, etc. The Customer can also create different users, manage different dashboards, and execute other functions from the web interface.

Apica provides monitoring locations globally, hosted by the top four (4) major cloud providers as well as from certain On-Premises locations.

2 Scope of Apica Ascent Services

Apica Data Management Services

- Fleet Management (Data Collection)
- Flow (Data Pipeline)
- Lake (Data Storage)

Apica Observability Services

- Metrics, Events, Log Management and Tracing
- Synthetic Monitoring
- Infrastructure Monitoring
- Time-Series Database

Apca Testing Services

- Load Testing
- Test Data Orchestrator

Apica Professional & Managed Services

3 Breakdown of Apica Ascent Services

3.1 Apica Data Management Services

Fleet

Fleet Management (Fleet) streamlines the process of collecting telemetry data by automating the deployment and configuration of agents, offering real-time visibility into the health and performance of your agent infrastructure. Fleet is licensed by the number of agents per the contract, where the number of agents deployed is centrally managed. With centralized control, it helps maintain a more stable environment while preventing configuration drift. By transforming traditional, static telemetry systems into a dynamic and adaptable framework, Fleet Management caters to the unique operational needs of your business. This flexible approach to data collection ensures that your observability system is continuously aligned with your evolving operational requirements, enhancing both efficiency and adaptability.

Key benefits include:

- **Diverse Agent Support** - A wide range of agents, such as OpenTelemetry Collector, Fluent-bit, Telegraf, and others, to avoid vendor lock-in and fully support OpenTelemetry standards.
- **Hybrid Agent Management** - The BYOA (Bring Your Own Agent) strategy ensures smooth integration across various agent types.
- **Centralized Control** - Streamline the setup, updating, and maintenance of telemetry agents for top-notch security and efficiency.
- **Eliminate Configuration Drift** - Deploy configurations consistently with tools to correct any discrepancies, boosting system dependability and performance.

Flow

Flow provides 100% pipeline control to maximize data value. Flow is licensed based on the amount of data ingested (in gigabytes per month) into the platform. The core product also includes 30 days of data retention within Lake as part of the Flow license. With Flow, you can collect, optimize, store, transform, route, and replay your observability data – however, whenever and wherever you need it. Flow enables you to rein in all your distributed telemetry and log data by using powerful constructs that aggregate logs from multiple sources. This improves data quality and supports forwarding of your data to one or more destinations of your choice including popular platforms such as Splunk, Elastic, Kafka, Mongo, and others. Users can build robust data pipelines to properly manage data operations. Apica's support for open standards such as JSON, Syslog, and RELP makes it easy to integrate into any pipeline.

Users can create data lakes with highly relevant and customizable data partitions for optimal query performance. Use any S3-compatible store on any public or private cloud. Users will save more with the built-in data compression at rest, and user pre-built rule packs allow you to optimize data flow into target systems. Rule packs bundle rules for data filtering, extraction, tagging, and rewrite. In addition, rule packs include fine grained control and allow users to apply the entire pack or choose specific rules to create custom data optimization scenarios. This capability reduces system costs and improves performance using powerful

filters. Flow helps remove unwanted events and attributes from your log data that offer no real value.

Finally, you can normalize your log data with additional attributes. Flow also ships with built-in Sigma SIEM rules so your logs can automatically be enhanced with security events that are detected. You can build user-defined extraction, removal, or obfuscation rules to protect PII data in your log stream. Parse incoming log data to extract time-series metrics for anomaly detection and facilitating downstream dashboard creation, monitoring and log visualization.

Lake

Apica's Lake is a next generation data lake built on InstaStore™ technology, a patented single-tier storage platform that seamlessly integrates with any object storage. Lake is licensed based on the amount of data ingested (in gigabytes per month) into the platform, along with the length of desired data retention (in months). It fully indexes incoming data, providing uniform, on-demand, and real-time access to all information. With built-in infinite scalability, there is no need to initiate or manage another log storage project ever again. With our unified monitoring solution, you can effortlessly collect and correlate logs, metrics, traces, and packets from all your systems and applications, providing complete visibility into every aspect of your infrastructure. This enables you to quickly identify and troubleshoot issues, streamline root cause analysis, and improve the overall performance of your systems. Since InstaStore indexes all your machine data, you can query, retrieve, and replay historical data from any timeframe in an instant. Whether you're retrieving one log line from several billion or a batch of logs from a year ago, InstaStore gets them ready to be replayed to any target system of choice in real time.

Ingest and store every byte of observability data on InstaStore at object storage prices. InstaStore enables uniform access to unfiltered master data and data optimized for your target systems in real time. Use built-in forwarders to make master data available in downstream applications for additional context. The elastic design of InstaStore ensures high storage availability in the most voluminous data environments. InstaStore enables your data pipelines to scale horizontally to handle any unexpected data spikes at endpoints, avoid data backlogs, and prevent data loss at scale. With InstaStore, you'll never have leaks in your observability data pipeline.

Store ALL of your log data in any object storage as primary data with real-time storage capabilities using InstaStore. With InstaStore, you can get rid of tiering, the complexities it introduces, and the storage operations overheads forever. Your log data on InstaStore is fully indexed and searchable, mineable, comparable, and replayable to any target system in real-time. Unify, store, and secure all your machine data centrally on InstaStore. With object storage at its core, InstaStore enables low-cost longer-term retention with superfast querying, real-time access, and extensive auditing and reporting capabilities that enable your company maintain and demonstrate compliance. With centralized log management, proactive analytics and monitoring, granular reporting and audit trails, and built-in security controls, InstaStore and the Apica platform help you maintain continuous compliance at any scale.

Support: Refer to support details provided online at <https://www.apica.io/terms>.

3.2 Apica Observability Services

Metrics, Events, Log Management and Tracing

The Ascent platform consolidates observability data into a single platform, specifically focusing on (M)etrics, (E)vents, (L)ogs, and (T)races, commonly known as MELT data. All observability bundled services are licensed based on the amount of data ingested (in gigabytes per month) into the platform. The integrated approach to MELT data is crucial for efficient root cause analysis. For example, if you encounter an API performance issue represented by latency metrics, being able to drill down to the API trace and accompanying logs becomes critical for faster root cause identification. Unlike traditional observability implementations, where data sits in separate silos that don't communicate, Ascent ensures a cohesive view of all MELT data, leading to faster root cause outcomes.

For more information, refer to data sheets for Observe, Log Management and Distributed Tracing at <https://www.apica.io>.

Synthetic Monitoring

General: Apica Synthetic Monitoring™ (ASM) monitors a variety of application types from the perspective of a business workflow. For any workflow, whether end user, API, or even an IoT user, ASM will measure the application performance trend over time.

Deployment options: ASM is either offered as Software as a Service (SaaS) for which no installation is required, Hybrid (where Private Agents described below are used) or On-Premises for which the customer hosts the complete system. In the SaaS offering, monitoring is performed from Apica's public locations around the world and the Customer has access to a web interface and API to manage the monitoring, reports, alerts etc. The Customer can also create different users, manage different dashboards, and execute other functions from the web interface.

Global Monitoring: Apica provides monitoring locations globally, hosted by the top four (4) major cloud providers.

Private Agent: A Private Agent is Apica check execution software that the customer hosts, in a location of their choice, to execute checks from locations not accessible from the Internet.

Dedicated Agent: A Dedicated Agent is a check execution node that Apica hosts on the Internet and is dedicated to a specific customer. The dedicated agent is for the exclusive use of the customer, and no other checks from other customers are executed on these dedicated nodes.

Alerts: The Customer can configure alerts by email or via integration which is included in the service. SMS/text message alerts can be configured. These alerts are only allowed to be configured towards email addresses and/or phone numbers to which the customer owns or is allowed to send email or text messages.

Apica Check Types: Apica provides Standard, Advanced, and Desktop Application (DAC) checks per the Apica pricelist. These are further described below and, unless stated otherwise in the quote, below service description and limitations apply. The check types are only allowed to be configured towards domains, IP numbers and/or systems that the customer either owns or has permission to monitor.

- **Standard Check Types:** Standard check types are common application service checks that allow the customer to monitor single endpoints or URLs. Each "check run" made against the endpoint or URL counts as a single check run. URL, URLv2, Ping, Port, DNS, FTP, and SSL checks (among others) are billed as standard check types. A complete list of available standard check types and descriptions can be

found on the Apica Knowledge Base at <https://docs.apica.io/>. By default, standard check types are allowed to run every 5 minutes. For each check run, one (1) attempt is included (for subsequent attempts in the same run a maximum attempt pause of 5 seconds is allowed).

- **Advanced Check Types:** Advanced check types monitor application and web business transactions or end-user workflows that may involve several actions and browser/application pages. Chained or multi-step API checks are also considered advanced check types. Real browser (full page render), scripted, ZebraTester, and postman checks (among others) are billed as advanced check types. A complete list of available advanced check types and descriptions can be found on the Apica Knowledge Base at https://docs.apica.io. By default, advanced check types are allowed to run every 10 minutes. For each check run, one (1) attempt is included (for subsequent attempts in the same run a maximum attempt pause of 5 seconds is allowed).
- **Desktop Application Checks (DAC):** DAC checks enable desktop application monitoring for Microsoft Windows desktop applications. The DAC monitoring solution consists of these components:
 - DAC Desktop Recorder - An Apica Desktop Application that records the actions and expectations of the targeted Windows desktop application and turns this into a scenario that can be uploaded into ASM as a DAC.
 - Desktop Application Check (DAC) – The check that schedules the scenario in ASM for regular monitoring and reports back the results to the ASM portal for analysis. DAC checks are allowed to run every 20 minutes. For each check run, one (1) attempt is included (for subsequent attempts in the same run a maximum attempt pause of 5 seconds is allowed).
 - Desktop Application (Private) Agent - The private agent that executes the scenario and records the observed metrics for the targeted application.

Apica ZebraTester for ASM: Apica ZebraTester is Apica's proprietary advanced scripting engine and execution software solution designed for all synthetic monitoring practitioner levels. The software supports the generation of complex, advanced checks in support of real-world, business workflows. Users easily generate and run test scripts with no programming required. Results provide insight into complex web application performance and end-user workflows.

Apica ASM Support: Refer to support details provided online at <https://www.apica.io/terms>. For more information, refer to the data sheet for Synthetic Monitoring.

Infrastructure Monitoring

Apica Infrastructure Monitoring provides comprehensive, real-time insights into the performance, availability, and health of your entire IT infrastructure. Infrastructure monitoring is licensed based on the amount of data ingested (in gigabytes per month) into the platform. By monitoring servers, networks, databases, and more, Apica ensures your systems run efficiently, detects issues before they affect users, and optimizes resource utilization.

Key benefits:

- **Powerful Querying:** Utilize advanced querying with metrics, label filters, custom parameters, and PromQL-compatible functions to uncover detailed data insights.
- **Data Fortification:** Secure your data and govern access using your existing identity and authentication rules.

- **Real-Time Monitoring Dashboards:** Fully customizable, flexible dashboards provide real-time visibility into your applications and infrastructure.
- **Share and Embed Dashboards:** Easily share dashboards with read-only access through shareable URLs, or embed visualizations wherever needed.
- **Versatile Visualization Options:** Choose from a variety of charts, graphs, and faceted search views to best represent your data insights.
- **Powerful Alerting:** Configure alerts based on PromQL query results to reduce alert noise and send notifications to multiple destinations, including email, Slack, PagerDuty, and more. **Additional Data Sources:** Integrate all your data sources across applications and infrastructure into one platform with built-in connectors and existing aggregators.
- **Hybrid Data Source Visualizations:** Visualize data from multiple sources in a single dashboard for a holistic, interoperable view of your infrastructure.

For more information, refer to the data sheet for Infrastructure Monitoring.

Time-Series Database (TSDB)

Apica's IronDB is a time-series database that offers unparalleled reliability, scalability, and speed, addressing the core needs of modern IT monitoring. IronDB is licensed based on the number of datapoints per minute (dpm) of data ingested into the platform along with the intended data retention period. IronDB enables you to manage large-scale installations with millions of time series efficiently, ensuring that monitoring practices keep pace with the rapid evolution of technology and the increasing sophistication of cyber threats.

3.3 Apica Testing Services

Load Testing

General: Apica LoadTest™ (ALT) provides performance testing of your critical applications and establishes the performance capacity of your website or application under critical load volumes. These load tests are only allowed to be configured towards domains, IP numbers, and/or systems that you either own or have permission to monitor. ALT services include, but are not limited to, the following components:

- **Virtual User (VU) Load:** Your subscription includes the estimated volume of virtual, concurrent users that simultaneously utilize your website or applications. Virtual user load simulates the maximum number of concurrent virtual users included in your load tests.
- **Virtual User (VU) Seats:** User seats include the number of different users that can execute load tests within your environment. In addition, Apica allows for unlimited reporting users that can monitor and retrieve performance statistics from the configured load tests.
- **Private Agent:** An ALT Private Agent is Apica check execution software that the customer hosts, in a location of their choice, to execute load tests from locations not accessible from the Internet.
- **Dedicated Agent:** A Dedicated ALT Agent is a check execution node that Apica hosts on the Internet and is dedicated to a specific load test customer. The dedicated

agent is for the exclusive use of the customer, and no other load tests from other customers are executed on these dedicated nodes.

Peak Test: The ALT infrastructure can support standard virtual user load subscriptions up to very high concurrent user levels. However, due to costs for VU subscriptions above 10,000 virtual users, Apica provides one-time “mega testing” that allows a customer to perform load tests up to 10+ Million virtual users for a short period of time.

ALT Performance Metrics: ALT users can gain critical information on website and application load test performance metrics including (but not limited to) the following:

- **Response Times at Various Loads:** By increasing the load on an application, ALT users can analyze and report via detailed performance graphs how response times and transaction frequencies correlate with the load.
- **Network Bandwidth Analysis:** ALT users are able to analyze how bandwidth usage varies based on load, and can easily determine if network bandwidth is a bottleneck affecting their application environment.
- **Bottleneck analysis:** ALT users can determine if there are specific URLs or objects that account for a large share of the response times at high loads. Load testing helps to determine if there are specific resources in the IT infrastructure (i.e. load balancer, front end web servers, databases, CPU, memory etc.) that account for a large share of the response times at high loads.

Apica’s Global Load Test Cluster Infrastructure: Apica has a distributed load test clusters globally with all major cloud providers, along with local customer-deployed agents (if desired). This global loadtest infrastructure enables any variation of geographical testing.

Apica’s Self-Services Load Test Portal: Apica provides a web-based portal that enables customers to execute load test scripts on an ongoing basis according to their subscription level. This load test portal allows scripts to be “re-run” and is useful for in-house performance teams who want to leverage Apica’s global load test clusters for ongoing testing after the initial script development has been completed. The portal is limited according to the subscription level purchased. The typical limitations are the following: Geographic Locations, Number of Virtual Users, and additional features within the portal.

Apica ZebraTester for ALT: Apica ZebraTester is a leading load test script creation and execution software solution designed for all load test practitioner levels. The software automatically generates load test scripts and scenarios by pre-recording real end-user behavior scenarios. Users easily generate and run test scripts with no programming required. Results provide insight into website and application performance, infrastructure limits and more.

Apica ALT Support: Refer to support details provided online at <https://www.apica.io/terms>.

Test Data Orchestrator

Test Data Orchestrator (TDO) automates and accelerates Data Provisioning and Test Preparation, effectively shrinking these traditionally slow and manual activities to enable Continuous Testing.

TDO calculates exactly what you need to test, and then generates everything you need to actually test it. This involves calculating optimal test coverage, expressed as a data pattern – in a consumable matrix, and then automating the rest of the testing lifecycle based on these data patterns, including automation of data requests, data generation, calculation of expected results, matching data to tests, generating executable tests and feeding data to tests on demand. TDO then ties in with orchestration tools to enable truly Continuous

Testing.

TDO puts the data in DevOps and enables Continuous Delivery by automating the slowest activities in the testing lifecycle. By shrink-wrapping test data and test preparation Agile teams can now fit robust testing in-Sprint, instead of accumulating Testing Debt – making Testing truly Continuous, and completing automation of the Delivery Pipeline.

TDO is provided as an On-Premises software subscription..

3.4 Apica Professional & Managed Services

Unless otherwise defined, the terms in this section shall have the same meaning as such terms in the Apica General Terms and Conditions located at www.apica.io/terms. As used in herein, “Professional Services” or “Managed Services” (the “Services”) shall mean those specific services described herein or in a Statement of Work (SOW) referencing the General Terms. The terms set forth for Professional Services or Managed Services are intended to supplement, not replace, the General Terms, and in the event of a direct conflict between the General Terms and the terms for Professional Services or Managed Services (as contained herein and in applicable SOW), the terms for those Services shall take precedence.

In addition to the General Terms, the following additional terms and conditions shall apply to any Professional Services or Managed Services provided by Apica:

Professional Services: Professional Services are defined as one-time, on-demand consulting support required for the installation, setup, and/or configuration of Apica products and/or solutions. Apica shall provide the Customer with Professional Services as specified in a Statement of Work (SOW) specifying (a) the Services to be performed and Deliverables, (b) Delivery/Performance Schedule. (c) Hourly Fee Schedule and expenses, Payment Terms and incorporated herein by this reference. The Customer may engage Apica to provide additional Professional Services by entering into additional SOW(s) which specifically reference the General Terms and are signed by both Parties. Professional Services can be provided in-person (on-site) or remotely (off-site), where the on-site or off-site delivery model is specified in the SOW and related fee structure.

Managed Services: Managed Services are defined as ongoing support required for operation of Apica products and/or solutions. Apica shall provide the Customer with Managed Services as specified in a Statement of Work (SOW) specifying (a) the Services to be performed and Deliverables, (b) Delivery/Performance Schedule. (c) Monthly Fee Schedule and expenses, Payment Terms and incorporated herein by this reference. Managed Services can be provided in-person (on-site) or remotely (off-site), where the on-site or off-site delivery model is specified in the SOW and related fee structure.

Fees: The Customer shall pay Apica as set forth in the SOW, and reimburse Apica for all reasonable travel, meals, accommodations, and other related out-of-pocket expenses actually incurred in connection with its performance of the Services. The Customer is responsible for all taxes, duties, and customs fees imposed on or with respect to the Services, excluding taxes based on Apica’s income. The originals of all invoices and related back-up documentation shall be sent to the address specified in the SOW, together with true and correct copies of each such invoice and all back-up documentation. The fees set forth in the SOW and the reimbursement of expenses constitutes Apica’s entire remuneration for its performance of the Services under such SOW.

Approval of Employees and Subcontractors: The Customer shall have the right to approve, in advance, any Apica’s employees, including employees, consultants and independent contractors (the Apica’s Employees) assigned to perform the Services. The Customer shall have the right to request that any Apica’s Employees be removed and replaced, immediately upon receipt of notice, if any such person fails or refuses to perform the Services in a timely, professional and competent manner, and as otherwise required by the applicable SOW. Apica may not subcontract with third parties to perform any part of the

Services without the Customer's express written consent not to be unreasonable withheld. In all cases, Apica shall enter into a written agreement with any such subcontractor, which provides for obligations of indemnification and confidentiality that provide the Customer with at least as much protection as those set forth in the General Terms, including without limitation, the terms for Services. Any subcontractor's employees shall be deemed Apica's. Apica shall not be relieved of any obligations by virtue of performance of any Services by a subcontractor.

Security and Safety Requirements: At all times while on the Customer premises, Apica's Employees shall comply with applicable and reasonable security and safety rules, as directed by the Customer.

Equipment and Tools: Except as expressly set forth in a SOW, Apica will provide all equipment and tools necessary to perform the Services, including without limitation all personal computers and similar equipment.

Change Orders: Either Party may initiate a change order (as defined below) as a result of a change of project scope and cost, an increase or change to project Deliverables, scheduling changes, and/or technology limitations. The Parties shall comply with the following procedures related to any such Change Order: (a) The requesting Party shall submit to the other Party a written request for any change (Change Order). (b) As soon as reasonably possible after receipt of any such Change Order, and in any event not more than the (10) days after receipt thereof, the receiving Party shall provide the requesting Party with a written statement offering to perform consistent with the Change Order, or proposing modifications to the Change Order, or rejecting the Change Order. Any statement offering to perform or proposing modifications to the Change Order will include detailed information as to the availability of resources, and the impact, if any, on the time for completion of Services or the delivery of any Deliverables and/or the cost of the Services. (c) Each Change Order shall be signed by the authorized representatives of each Party and shall constitute a formal modification to and become a part of the SOW. In no event shall the SOW, and/or the terms for Services contained herein be deemed amended except through a Change Order approved by authorized representatives of each Party in accordance with the provisions as described herein.

Term and Termination: Term and termination of Services shall be in accordance with the applicable SOW. Either Party may terminate any SOW at any time, upon written notice, if the other Party materially breaches any of its obligations herein and such breach is not remedied within thirty (30) days after written notice thereof by the other Party. The Customer may terminate any SOW without any reason by giving thirty (30) days written notice to Apica. If the Customer terminates any SOW for convenience, it will pay Apica all undisputed fees and expenses for Services rendered prior to the effective date of termination, all accepted Deliverables, and a prorated amount for any partially completed Deliverables under that SOW. Upon receipt of any notice of the Customer's election to terminate any SOW, Apica will promptly take all steps necessary and appropriate to mitigate further fees and expenses being incurred.

Deliverables; Acceptance of Deliverables: Deliverables means all software, documents, reports, summaries, schedules, plans, notes, supporting materials, recommendations, drawings, and other similar works of authorship specifically developed for the Customer, whether in hard copy or electronic form, to be provided by Apica to the Customer or prepared by Apica for the Customer as Services pursuant to the terms herein and any SOW issued hereunder. The Customer will inform Apica in writing within ten (10) business days of receipt of the Deliverable, whether it accepts or rejects any Deliverable. If the Customer rejects the Deliverable, Apica shall correct and re-deliver the rejected Deliverable within ten (10) business days after receipt of the Notice. The Customer will, within ten (10) business days after such re-delivery, accept or reject the Deliverable in accordance with the foregoing procedure, which procedure will be repeated until the Customer either accepts the Deliverable or terminates this SOW. The Customer may reject any Deliverable that does not comply with the applicable SOW and/or with the Customer's standards. If the Customer fails

to notify Apica within the specified time, the Customer will be deemed to have accepted the Deliverable.

Insurance: Unless agreed otherwise between the Parties, the provisions of Insurance in the General Terms shall apply to all Services.

Indemnity: The provisions of Indemnification in the General Terms shall apply to all Services and Deliverables provided by Apica under any and all SOW, and any reference therein to the Service, Deliverables and/or Documentation shall be deemed to include Deliverables and Services for the purpose of determining the scope of Apica's obligations.

Additional Warranties: The warranties set forth in the General Terms, shall also apply regarding any Deliverables or Services provided by Apica. In addition, Apica represents and warrants that: (a) the Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by good, and sound professional procedures; and (b) the Services shall be completed in accordance with applicable specifications within the SOW and shall be correct and appropriate for the purposes stated therein.

Ownership: Except as otherwise provided in a SOW signed by an authorized representative of the Customer, the Customer shall own all right, title and interest in all Deliverables provided or generated to the Customer by Apica under each applicable SOW. Apica owns all right, title and interest in, and may in the course of providing Services hereunder use, provide, modify, create or acquire rights in, various ideas, concepts, techniques, know-how, programs, systems, methods, methodologies, procedures, and processes (Apica's Technology); provided, however, that in no event shall Apica create or acquire rights in, or be entitled to use for the benefit of any third party, any Apica Technology to the extent it includes the Customer Confidential Information. Each Party shall own all rights, title and interest in, any and all of its ideas, concepts, techniques, know-how, programs, systems, methods, methodologies, procedures, and processes that it acquired or developed prior to applicable SOW, and neither Party will acquire any right, title, or interest by virtue of its performance in the intellectual property rights of the other Party.