

SERVICE ORDER: Kascade Complete

1 KEY TERMS

EFFECTIVE DATE:	THIS SERVICE ORDER SHALL GO INTO EFFECT ON THE DATE THE SERVICE IS PROVISIONED AND ONBOARDING OF THE CLIENT ONTO THE SERVICE BEGINS.
INITIAL TERM:	AS SET OUT IN THE QUOTE
MILESTONES (IF ANY):	AS SET OUT IN THE QUOTE
SITE(S):	AS SET OUT IN THE QUOTE
DELIVERABLES (IF ANY):	AS SET OUT IN THE QUOTE
CHARGES AND PAYMENT TERMS:	AS SET OUT IN THE QUOTE
CUSTOMER EQUIPMENT (IF ANY):	AS SET OUT IN THE QUOTE
SUPPLIER EQUIPMENT (IF ANY):	AS SET OUT IN THE QUOTE
LICENSED USER COUNT	AS SET OUT IN THE QUOTE
NO. OF LICENCES (KASCADE ACTIVALERTS)	4
NO OF LICENCES (KASCADE SUPPORT M365)	TO MATCH LICENCED USER COUNT
NO OF LICENSES (KASCADE PATCH)	TO MATCH LICENCED USER COUNT
NO OF LICENSES (KASCADE DEFEND)	TO MATCH LICENCED USER COUNT

- 1.1 Cascade is a trading name of Computerworld (Systems) Limited. Throughout this Service Order, references to Cascade shall also include Computerworld (Systems) Limited. Computerworld (Systems) Limited and Cascade are used interchangeably to represent our business and services.
- 1.2 This Service Order is entered into pursuant to the Quote issued by Cascade (the **Supplier**) to the customer as set out in the Quote (the **Customer**), and the Supplier's terms and conditions contained in the Quote (**Terms**).
- 1.3 This Service Order is dated on signature of the Quote by both parties.
- 1.4 Unless the context otherwise requires, or otherwise defined in this Service Order, defined terms in this Service Order shall have the same meaning as the defined terms in the Terms and/or the Quote.
- 1.5 Save as may be varied by or otherwise set out in this Service Order, clause 4 to clause 32 of the Terms shall apply mutatis mutandis to this Service Order.
- 1.6 By accepting the Supplier's Quote, the Customer has agreed to accept and be bound by the terms of this Service Order, the Quote and the Terms.
- 1.7 In the event there is conflict between the Terms and this Service Order, the terms of this Service Order will prevail.
- 1.8 In the event there is conflict between the Service Order and the Quote, the terms of the Quote will prevail.
- 1.9 The Supplier will supply the Customer with the following services:
 - 1.9.1 Cascade Defend Standard; and
 - 1.9.2 Cascade Support M365; and
 - 1.9.3 Cascade Patch; and
 - 1.9.4 Cascade User Support; and
 - 1.9.5 Cascade Infrastructure Support for network and server hardware (up to 4 servers).(together, **Kascade Complete**).

- 1.10 The Supplier shall provide Cascade Complete in accordance with the terms of this Service Order, the Quote and the Terms.
- 1.11 The Customer acknowledges that Cascade Complete is underpinned by the following services which are provided by third parties:
- 1.11.1 **Kascade Infrastructure Support:** proactive infrastructure monitoring is provided by LogicMonitor, Inc (“**LogicMonitor**”). The Customer agrees to comply with the Logic Monitor end user agreement attached at Appendix 1 of this Service Order (**LogicMonitor Terms**);
- 1.11.2 **Kascade Defend Standard:** managed antivirus services provided by S.C. Bitdefender SRL (**Bitdefender**). As such:
- 1.11.2.1 the Customer agrees to be bound by separate end user licence agreements with Bitdefender (**Bitdefender Terms**), which can be accessed here: <https://www.bitdefender.com/site/view/eula-business-solutions.html> and <https://www.bitdefender.com/site/view/eula-for-accessing-bitdefender-managed-detection-and-response-foundations-service.html>; and
- 1.11.2.2 the Licences shall be granted directly by Bitdefender to the Customer pursuant to the Bitdefender Terms and the Supplier shall not be party to the Bitdefender Terms, nor shall it be subject to any rights or obligations under the Bitdefender Terms. Further, the Supplier shall not be liable to the Customer for any claims arising from or in connection with the Bitdefender Terms;
- 1.11.3 **Kascade Support M365:** 365 security monitoring and alerting is provided by SaaS Alerts LLC (**SA**). As such, the Customer agrees to be bound by the SA Website Terms of Use: <https://saasalerts.com/terms-conditions/>;
- (together, the “**Third Party Terms**”).
- 1.12 The Customer shall observe and comply with the Third Party Terms at all times. The Supplier accepts no liability for a breach of the Third Party Terms by the Customer.
- 1.13 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or

consultants in connection with any breach or non-compliance with the Third Party Terms by the Customer.

2 DEFINITIONS

2.1 The following definitions and rules of interpretation apply in this Service Order:

Annual Service Review	the annual review meeting of Cascade Complete arranged by the Supplier and held between the parties to ensure Cascade Complete is providing value for money alongside discussing and addressing any service deficiencies or improvements to the service.
Applications	The Microsoft 365 applications.
Break/Fix Support	An application or function within the office 365 tenant is broken or some functionality is missing/broken or in some way not working as intended by Microsoft, which will be triaged and remediated by the Supplier or by the vendor on the Supplier's instruction. Break/fix explicitly excludes any breakage in the application of tenant functionality caused by improper use or configuration by the Customer.
Firewall	Perimeter security device, can be an appliance or a VM. It controls access to and from the internal network to the outside world.
GDAP	Granular Delegated Access Permission.
Hypervisor	A software layer that enables multiple operating systems to share the resources of a single Physical Server.
Kascade ActivAlert	The Supplier's monitoring system that alerts when monitored servers and VMs fall outside of their set baselines. The Kascade ActivAlert monitoring is included up to the maximum number licenses as specified in the Quote.
Physical Server	A physical machine running a Non-Hypervisor version of Microsoft Server.
Secure Score	[DEFINITION]

Switching	Network connectivity equipment to allow computer devices to communicate.
On Demand CTO	A dedicated Architect who will work with your leadership team to help plan the IT strategy for the organisation.

3 SERVICE OFFERING

3.1 The Supplier shall, from the Effective Date, provide to the Customer, Cascade Complete, in accordance with the selected plan below.

Standard Plan (if selected)	<p>The Supplier shall provide the below services during Standard Support Hours:</p> <p>Kascade Infrastructure Support:</p> <ul style="list-style-type: none"> • The Supplier will provide, proactive monitoring and remediation, Break/Fix Support and administration to the following Customer Equipment: <ul style="list-style-type: none"> - Up to 4 physical servers with a non-hypervisor based Windows operating system - Physical switching and firewalls - Wireless access points - Leased and broadband lines (Kascade supplied only) - Application remediation (by vendor escalation only) - Hardware warranty escalation - On Premise Active Directory • Kascade ActivAlert monitoring for licensed nodes • Patching of servers and firewalls • Annual Service Review • On Demand Virtual CTO <p>Kascade User Support:</p> <ul style="list-style-type: none"> • The Supplier will provide, proactive monitoring and remediation, Break/Fix Support and administration to the following Customer Equipment: <ul style="list-style-type: none"> • End user Windows devices, hardware and Operating System
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	<ul style="list-style-type: none"> • End user applications support, by escalation to vendor support • Basic user administration of business systems • Laptop deployment via Intune (where client has deployed) • Intune device management (where client has deployed) <p>Kascade Defend Standard:</p> <ul style="list-style-type: none"> • Endpoint Detection Response • Advanced Threat Security • Comprehensive Alerting <p>Kascade Support M365:</p> <ul style="list-style-type: none"> • Break/Fix Support, with escalation to the following Applications where required: <ul style="list-style-type: none"> - Microsoft 365 Admin Console; - Microsoft Azure Active Directory; - Microsoft Exchange Online; - Microsoft Teams (Excluding Calling and Rooms); - Microsoft SharePoint; - Microsoft OneDrive; - Microsoft 365 productivity apps; - on premise Microsoft Exchange Server; and - on premise Microsoft Active Directory; • Security monitoring/alerting services: <ul style="list-style-type: none"> - ingestion of M365 logs; - creation of prioritised alerts based on severity; - logging of critical concerns to our service desk during Standard Support Hours; - monthly automated reporting; - quarterly security reviews covering Secure Score and Kascade Support M365 data; and - the ability to log tickets for security investigation.
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	<p>Kascade Patch:</p> <ul style="list-style-type: none"> • The Supplier will provide the Kascade Patch Service to all licensed Endpoints. • The Supplier will provide break fix support, limited to Agent malfunction or company-wide Patch failure, both reactively and proactively, during standard business hours (8am-6pm, Mon-Fri excluding public holidays).
Premium Plan (if selected)	In addition to the Standard Plan, the Supplier will respond to P1 Incidents during the Premium Support Hours.

4 SUPPORT HOURS

4.1 **Standard Support Hours** (10x5) Monday – Friday (excluding bank holidays)
08:00 – 18:00

4.2 **Premium Support Hours for P1 Incidents only (available on the Premium plan only)**
(24x7) Monday – Sunday (including bank holidays, excluding Christmas day).

5 SERVICE LEVELS

5.1 Support process

5.1.1 The Supplier offers two methods of contacting the Supplier’s support team – via telephone or email to the following details:

Telephone	0344 833 0601
Email	support@Kascade.co.uk

5.2 Support Service Incident Priority & Response Times

5.2.1 Incident priorities will be recorded as a ticket by the Customer at the time of logging a case, which shall be revised by the Supplier’s support team (**Tickets**).

5.2.2 If the Customer is not satisfied with a revised priority of a Ticket, then this will be a matter for negotiation and escalation as required.

5.2.3 The Supplier will use reasonable endeavours to ensure that 98% of Tickets are triaged and prioritised within 1 hour of receipt. If the Supplier fails to comply with this obligation on 3 occasions during a calendar month, the Customer shall have the right to terminate this Service Order under clause 14.1.2 of the Terms if the termination notice is received by the Supplier before the end of the following calendar month.

5.2.4 The Supplier will use reasonable endeavours to ensure that 98% of Tickets are resolved within the timeframes according to the Incident Priority table below. If, during a calendar month, the Supplier fails to resolve 3 P1 and/or P2 Tickets within the timeframes according to the Incident Priority table below, the Customer shall have the right to terminate this Service Order under clause 14.1.2 of the Terms, if such termination notice is received by the Supplier before the end of the following calendar month.

5.2.5 Where Tickets are awaiting third party input e.g. a third-party vendor, are being monitored by the Supplier to see if the fix is working, or waiting for a Customer response, this will pause the resolution time until such time as an appropriate response is received.

5.3 Support Service Incident Priority & Response Times

5.3.1 Incident priorities will be recorded by the Supplier at the time of logging a case according to the severity of the request.

5.3.2 The Incident Priority table below summarises the fix time SLA

Incident Priority	Description of Priority and Timeframe	Service Level
P1	High Priority: Critical system failure causing significant business impact, business critical systems down because of infrastructure failure.	4 Business Hours
P2	Medium Priority: Major Issue not currently but at risk of affecting business critical systems, such as SAN redundancy failed, or failed ESXi host.	1 Business Day
P3	Low Priority: Minor issue affecting non-critical functionality, such as a network connectivity issue affecting non business critical systems	3 Business Days

Incident Priority	Description of Priority and Timeframe	Service Level
P4	General advice and requests	5 Business Days

5.4 Incident escalation

- 5.4.1 Incidents are managed by the Supplier through the IT Service Management solution. Incidents that are not resolved within the applicable resolution time will automatically be escalated to the relevant Service Desk Manager.
- 5.4.2 SLA performance is reviewed as part of the Annual Service Review, or on an ad- hoc basis should a valid need arise (as determined by the Supplier). Each service review will be conducted between the Customer and the Supplier's Service Delivery Manager.

6 SERVICE SPECIFIC TERMS

6.1 General

- 6.1.1 If the customer does not buy M365 subscriptions through Cascade, they must supply Cascade appropriate global administrator privileges. Failure to do so, [on a permanent or just in time basis], may lead to a service delay in providing Cascade Infrastructure Support.
- 6.1.2 Note all Customer Equipment [specified in clause 3.1] must be a current version in mainstream support with the relevant vendor and must have either software support or hardware warranty as applicable, with either the vendor or a third-party specialising in extended warranty. The Supplier shall not be liable for failure to provide Cascade Complete, should the Customer fail to comply with these requirements.
- 6.1.3 The Supplier is responsible for administration of the on-premises environment including patching.

6.2 Support

- 6.2.1 All application support, outside the Microsoft applications in section 3, are reliant on the customer having a support contract in place with the vendor and giving the vendor notice that Cascade are allowed to speak directly to the vendor on behalf of the customer to resolve issues or make configuration changes. Failure to do this may result in Cascade not being able to resolve related issues and does not, under these conditions, imply a breach of these terms by the supplier.
- 6.2.2 Monitoring and proactive support is limited to devices covered with a Cascade ActivAlert or Ninja RMM license.
- 6.2.3 The Supplier will proactively monitor the licensed devices (such devices as agreed between the parties), via the Cascade ActivAlert and Ninja RMM platforms, and proactively remediate any 'ERRORS' or 'CRITICAL' alerts generated. The Supplier will ignore 'Warnings' generated by the alerting platforms and will not be responsible for notifying the Customer of such 'Warnings'.
- 6.2.4 The Customer will be given (on request) read only access to the Cascade ActivAlert and/ or Ninja RMM portal(s) so they can also monitor their environment.

- 6.2.5 The Customer must grant the Supplier access to the on-premise environment, Microsoft 365 Subscription and any Microsoft Azure subscription in order for the Supplier to remediate issues. Failure to comply with this obligation is a material breach of this Service Order by the Customer and the Supplier shall not be liable for failing to provide the Cascade Complete services.
- 6.2.6 Any works not deemed Break/Fix or administration due to it being a new installation or any requests from the Customer to upgrade the Customer's Equipment are excluded from Cascade Complete, and additional charges shall apply. Such works will be escalated to the Supplier's account manager to quote separately from this Agreement for remediation.
- 6.2.7 The Customer is responsible for keeping its systems to be in mainstream vendor support, either by purchasing additional hardware, software and services, or by purchasing additional consultancy to upgrade versions to be in mainstream support.
- 6.2.8 All site visits are excluded from Cascade Complete, and additional charges shall apply.

Kascade Defend Standard plan:

- 6.3 Supplier's systems
 - 6.3.1 As long as Cascade Complete is in contract, the customer shall benefit from Cascade Defend Standard.
 - 6.3.2 The number of Cascade Defend Standard licenses, as specified in Key Terms will be reviewed periodically. Should the deployed number of licenses consumed, exceed the number defined in Key terms, the supplier will invoice the customer for overages each month whilst the situation prevails.
 - 6.3.3 By signing this order the customer agrees to the terms in the Cascade Defend service order: <https://www.kascade.co.uk/terms/kascade-defend/>

Kascade Support M365:

- 6.4 As long as Cascade Complete is in contract, the customer shall benefit from Cascade support M365.

6.4.1 The number of Cascade Support M365 licenses, as specified in Key Terms will be reviewed periodically. Should the deployed number of licenses consumed, exceed the number defined in Key terms, the supplier will invoice the customer for overages each month whilst the situation prevails.

6.4.1.1 The customer may use additional licenses, up to 20% of the customers current entitled user base, to protect generic accounts such as service accounts, without additional charge. This ability is at the sole discretion of the supplier and MUST not be used to license end user accounts. This ability may be revoked at any time.

Additional licenses in use that are above this limit will be charged in addition to Cascade Complete.

6.4.2 By signing this order the customer agrees to the terms in the Cascade Support M365 service order: <https://www.kascade.co.uk/terms/kascade-support-m365/>

Kascade Patch:

6.5 As long as Cascade Complete is in contract, the customer shall benefit from Cascade Patch.

6.5.1 The number of Cascade Patch licenses, as specified in Key Terms will be reviewed periodically. Should the deployed number of licenses consumed, exceed the number defined in Key terms, the supplier will invoice the customer for overages each month whilst the situation prevails.

6.5.2 By signing this order the customer agrees to the terms in the Cascade Patch service order: <https://www.kascade.co.uk/kascade-patch-terms/>

7 ADDITIONAL TERMS

The following additional terms apply to the provision of Cascade Complete:

7.1 Customer Obligations

7.1.1 Customer will not, and will use its best endeavours to make sure any third party does not:

- 7.1.1.1 sell, resell, lease, or the functional equivalent, any part of the Cascade Complete to a third party (unless expressly permitted in the Agreement);
- 7.1.1.2 attempt to reverse engineer the Cascade support M365 or any component;
- 7.1.1.3 attempt to create a substitute or similar service to the Cascade Complete through use of, or access to, the Cascade Complete;
- 7.1.1.4 use the Cascade Complete for any activity that may be reasonably considered as high risk;
- 7.1.1.5 use or access the Cascade Complete in a manner intended to avoid incurring payment under the Agreement; or
- 7.1.1.6 use the Cascade Complete on behalf of or for the benefit of any entity or person who is prohibited from using the Services any laws or regulations.
- 7.1.1.7 A request for a virtual CTO to assist with IT strategic planning may be instigated two times / annum. It is the customers responsibility to request the resource. This can be requested via your Account Manager.

7.2 Billing

- 7.2.1 The Customer may increase the number of licenses for any of the services under Cascade Complete at any point during the Initial Term (or any subsequent Term) of the Service Order.
- 7.2.2 The Customer may not reduce the number of licenses below the initial amount as set out in the Quote for the duration of the Term.
- 7.2.3 The Customer may, on giving the Supplier at least three months' written notice prior to the end of the relevant Term, request to reduce the number of licenses in use for any agreed Successive Term.
- 7.2.4 The Customer must ensure they purchase a sufficient amount of licenses to cover the number of users for any of the services under Cascade Complete.
- 7.2.5 The Supplier reserves the right to apply additional licenses to this Service Order should it be discovered the Customer has added additional users to any of the services under Cascade Complete without informing the Supplier. If the Customer has added additional users without informing the Supplier, then

without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the Charges, such underpayment to be included on Cascade's next invoice.

7.3 Cancellation

7.3.1 Cancellation of this Service Order does not constitute a cancellation of any Microsoft Azure, or M365 Agreements that may be held with the Supplier.

7.4 Description of Personal Data Processing

7.4.1 The data processing activities carried out by Supplier are described as follows:

7.4.1.1 Subject matter

For the purposes of providing the Cascade Complete to the Customer.

7.4.1.2 Duration

The Term of the Agreement until the deletion of the personal data in accordance with the Agreement.

7.4.1.3 Nature and purpose

For the purposes of providing the Cascade Complete to the Customer.

7.4.1.4 Data categories

This will include the Customer's employee's, temporary workers, contractors and authorised users first and last names, email addresses and/or telephone numbers.

7.4.1.5 Data subjects

The personal data of the Customers' employees, temporary workers, contractors and/or authorised users which is provided to the Supplier for the Cascade Complete.

7.4.2 At the date of this Service Order, the Customer hereby consents to:

7.4.2.1 the Supplier appointing LogicMonitor and SA as sub-processors;
and

7.4.2.2 LogicMonitor appointing the following sub-processors:

Name	Location	Services
LogicMonitor UK Limited	London, UK	Customer Support and Professional Services
LogicMonitor Australia Pty. Ltd	Sydney, Australia	Professional Services
LogicMonitor Asia Pacific Pte. Ltd	Singapore	Customer Support
LogicMonitor India LLP	Pune, India	Software development and Customer support
Unomaly AB	Stockholm, Sweden	Software development
Amazon Web Services https://aws.amazon.com/	United States Ireland	Hosted Compute
Twilio https://www.twilio.com/	SMS/Voice Notification	United States
Authy https://www.authy.com/	Multi-factor Authentication	United States
Zendesk https://www.zendesk.com/	Customer Support Ticketing	United States
Pendo https://www.pendo.io/	Product Usage Analytics	United States
Snowflake https://www.snowflake.com/	Data Warehousing	United States

Salesforce https://www.salesforce.com/	Customer Relationship Management	United States
Zuora https://www.zuora.com/	Payment Processing	United States
Gainsight https://www.gainsight.com/	Customer Communications	United States
Securonix https://www.securonix.com/	Security Support Services	United States

7.4.3 The Supplier confirms that it has entered into Data Processing Agreements with LogicMonitor and SA (copies of such data processing agreement shall be available upon request. The Supplier shall observe and comply with its obligations as set out in the LogicMonitor DPA at all times.

7.4.4 The Supplier shall notify the Customer as soon as reasonably practicable should it and/or LogicMonitor wish to engage a new sub-processor. The Customer may object to the engagement of such new sub-processor by notifying the Supplier within 5 days of the Supplier's notification, provided that such objection must be on reasonable, substantial grounds, directly related to such new sub-processors ability to comply with substantially similar data protection obligations to those set out in this Service Order and the Terms.

7.5 In accordance with clause 2.6 and clause 2.9 of Schedule 1 of the Terms, the Customer consents to the appointment of:

7.5.1 Bitdefender as a Data Controller. Any personal data processed by Bitdefender will be processed in accordance with Bitdefender's privacy policy (<https://www.bitdefender.com/site/view/legal-privacy-policy-for-bitdefender-business-solutions.html>).

7.5.2 Binary Fortress Software as a Data Controller. Any personal data processed by Binary Fortress Software will be processed in accordance with Binary Fortress Software's privacy policy (<https://www.checkcentral.cc/Privacy/>).

Appendix 1

Logic Monitor End User Licence Agreement

This document (the “**Agreement**” or “**Terms**”) is a legally enforceable contract between the Supplier and the Customer (each a “**party**”) and collectively the “**parties**”) regarding the permitted use of the Service and LogicMonitor Technology (each, as hereafter defined).

WHEREAS, the Supplier and LogicMonitor, Inc., a Delaware corporation (“**LogicMonitor**”) are parties to a Services Agreement (the “Master Services Agreement” or “MSA”), pursuant to which the Supplier is permitted, subject to executing or having executed a written agreement inclusive of the terms herein, to offer to its customers access to LogicMonitor’s hosted data center monitoring services (“**Service**” or “**Services**”) and software programs accompanying or provided to the Supplier under the MSA (the “Software”), together with the associated media, corresponding Documentation, technical configurations, and technical data (collectively with the Service, the “**LogicMonitor Technology**”);

WHEREAS, prior to the Supplier providing access to the Service to any customer, such customer is required to enter into an end user license agreement with the Supplier that contains certain minimum agreed upon intellectual property protections and other required provisions; and

WHEREAS, the Supplier desires to provide access to the Service to the Customer, subject to the terms and conditions of this End User License Agreement.

NOW, THEREFORE the parties agree as follows:

1. Applicability.

BY USING THE SERVICE OR DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE OR ANY PART OF THE LOGICMONITOR TECHNOLOGY, YOU ARE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES OR SOFTWARE.

Certain third party programs or code are being provided to you via inclusion with the Software. BY USING THE SERVICE OR INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AS WELL AS THE PERTINENT TERMS OF ANY THIRD PARTY SOFTWARE INCLUDED THEREIN. IF YOU DO NOT AGREE TO ALL SUCH TERMS, DO NOT USE THE SERVICE OR INSTALL OR USE THE SOFTWARE.

As used herein, (a) “**Documentation**” means the user’s guide and other documentation (including print and online), if any, provided to you with the Software, and (b) “**the Supplier**” means the contracting party who has subscribed to the Services with LogicMonitor on either a trial or fee-bearing basis.

2. License. Subject to your compliance with the terms of this Agreement, the Supplier hereby grants to you a limited, non-exclusive, non-transferable and non-sublicensable license to download, install and use Software (in object code form) onto your network for the sole purpose of using the LogicMonitor Services. Software is not sold but licensed hereunder. PLEASE NOTE THAT YOUR USE OF LOGICMONITOR SERVICE IS ALSO SUBJECT TO

THE SUPPLIER'S CONTINUED GOOD STANDING UNDER THE MSA AND COMPLIANCE WITH THE TERMS THEREOF. In the event that the MSA between LogicMonitor and the Supplier is terminated, this license shall automatically terminate.

3. License Restrictions. The Software is licensed solely for use by you. LogicMonitor and the Supplier reserve all rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, you shall not nor shall you give permission to, allow or enable any other party to: (i) make copies of the Software except as expressly set forth in this Agreement, or (ii) disassemble, decompile or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, or (iii) modify or create Derivative Works based upon the Software, or (iv) externally distribute, sublicense, resell, encumber or otherwise transfer the Software, or (v) rent, lease, lend, or use the Software, or any part thereof, for timesharing or bureau use, or (vi) give permission to, allow or enable a third party to copy, access, or use the Software (except as expressly provided in this Agreement), or (vii) alter or remove any copyright, trademark or other proprietary notice which may appear on the Software, (viii) take any action that would cause the Software to be placed in the public domain or become subject to open source license agreement, or (ix) use the Software in any manner that violates any statute, law, rule, regulation, directive, guideline, bylaw whether presently in force or may be implemented by federal, state or local authorities. A "**Derivative Work**" for this Agreement means any modification of or extension to any software, process, algorithm, trade secret, work of authorship, invention, or to any other intellectual property right therein or thereto.
4. Third Party Licenses. For the avoidance of doubt, third party software included with the Software is free or appropriately-licensed software licensed under the terms of LogicMonitor agreements. You understand and agree that, although provided to you by the Supplier or LogicMonitor with the Software, your use of such software shall be and is governed by the terms and conditions of this Agreement, which includes your acknowledgement that the Software is being provided "AS IS" WITHOUT ANY WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. Term, Use of Services and Termination.
 - A. This agreement is in force from the earlier of (i) your electronic or other acceptance of these terms or (ii) your use of the Services or Software, and subject to any earlier termination, will remain in force for the duration that the Supplier remains a customer of LogicMonitor in good standing through the period of any trial and subscription period ("**Term**").
 - B. Your use of the Services, and all information, data or reporting derived from said use, is expressly only licensed for the duration of the subscription or trial term while you and the Supplier remain a current customer in good standing. You acknowledge and agree that you will not have access to historical information or data related to your use of the Services upon expiration or termination of your use of the Services.
 - C. The licenses granted herein shall automatically terminate without notice at the end of the Term and if you fail to comply with any material provision of this Agreement. In such event, you agree to immediately stop using the Services and uninstall and return the Software, including all Documentation and original media, to LogicMonitor. This shall not limit or affect any remedy available to the Supplier or LogicMonitor for any breach of this Agreement.
6. Ownership.

- A. You acknowledge and agree that the LogicMonitor Software and Service, including the specific design and structure of individual programs, components and aspects thereof, are the valuable trade secrets and proprietary and copyrighted material of LogicMonitor, and that LogicMonitor owns all rights, title and interest in and to all intellectual property rights in the Services, the Software and all technology, information, trade secrets, patent rights, copyrights, know-how and documentation associated therewith as provided or otherwise made available by LogicMonitor and used in the performance of the Services or Software, including all intellectual property rights in Derivative Works therein on a worldwide basis (collectively, the “**LogicMonitor Technology**”). The license granted to you is limited by these Terms and does not convey any other rights in the LogicMonitor Technology, express or implied, nor does it grant any ownership in the LogicMonitor Technology or any intellectual property rights therein or thereto. Any rights not expressly granted herein are reserved by LogicMonitor.
- B. You agree that for any customizations, customized implementations or extensions of the Software or LogicMonitor Technology which are disclosed to LogicMonitor but not owned by LogicMonitor (“**Implementations**”), such Implementations are hereby licensed to LogicMonitor on an unlimited, non-confidential, nonexclusive, irrevocable, worldwide, royalty-free, sublicensable basis to perform services, use, distribute, publish, display, sell, have sold, make, have made, create Derivative Works of, import, export, and license the Implementations and products and services utilizing or incorporating the Implementations, and to otherwise commercially exploit the same. Notwithstanding the foregoing, the Implementations shall not include any of your Personal Data or Confidential Information (as defined in Section 7 below). Additionally, if any integrations with third party tools, platforms or programs are implemented for your use in conjunction with the Service, you agree that LogicMonitor has no obligation to support the same.
- C. You agree not to remove any copyright or proprietary legends in the LogicMonitor Technology, and to implement reasonable security measures to protect our proprietary rights therein from unauthorized use or disclosure. Certain marks, words and logos displayed on the Services, which may or may not be designated by a “™” “®” “SM” or other similar designation, constitute trademarks, trade names, or service marks belonging to us or our licensors. You are not authorized to use any such marks. Ownership of all such marks and the goodwill associated therewith remains with LogicMonitor or its respective licensors.

7. Confidential Information.

- A. LogicMonitor Technology shall be deemed the confidential information of LogicMonitor (“**LogicMonitor Confidential Information**”) and Personal Data shall be deemed the Customer’s Confidential Information.
- B. Each party agrees not to use the LogicMonitor Confidential Information for any purpose except as necessary to perform its obligations under these Terms.
- C. Neither party will disclose the LogicMonitor Confidential Information to third parties except its employees, officers, representatives, contractors, subcontractors, professional advisers and service providers who are required to have the information in order to carry out such parties obligations hereunder who have agreed in writing, as a condition of employment, engagement or otherwise (or who are otherwise bound by fiduciary duty or rules of professional conduct), to protect the Confidential Information with terms no less stringent than are imposed by this Section. Notwithstanding the above, Customer acknowledges and agrees that LogicMonitor may use aggregate information to measure general Service usage patterns and characteristics of its user base (the “**Aggregated Information**”), and may include such Aggregated Information in promotional materials or reports to third parties; provided that LogicMonitor shall ensure that all Aggregated Information is anonymized, de-identified, modified and rendered in such a manner so as not to identify Customer or its suppliers, customers, contractors, agents, affiliates, or subsidiaries. This Aggregated Information will not reference Personal Data, names, phone numbers, email addresses, or other personally identifiable information, and shall not be traceable to a specific party.
- D. In the event of any expiration or termination of these Terms, or upon request by the LogicMonitor, the parties shall cease all use of LogicMonitor Confidential Information and return to LogicMonitor all copies of the LogicMonitor Confidential Information in the receiving party’s possession or control, or destroy the same and certify as to its destruction. Except for

the Software and any portion thereof, the parties will not be required to return or immediately destroy an archive copy of the LogicMonitor Confidential Information made for backup purposes in the ordinary course; provided that such archive copy will be subject to the ongoing obligations of confidentiality and non-use contained herein and shall be destroyed in the ordinary course of business not to exceed ninety (90) days after termination, or with respect to Personal Data, such shorter period as is necessary to comply with prevailing law.

- E. The parties acknowledge and agree that although the incidental capturing of nominal Personal Data in connection with the Service may occur (for example, credentials information and in log files with transactional monitoring, and names and contact information of employees of each party as needed to conduct the Services and business relationship), the purpose and focus of the Service is on IT systems performance monitoring and not to function as a receptacle or conduit to store, manipulate, transmit, or retrieve Personal Data. Therefore, without limiting its other obligations under this Agreement, and subject to the foregoing caveats, the parties agree that (i) you shall not provide Personal Data to LogicMonitor; (ii) you will configure the LogicMonitor Software so that it will be used only to collect information from devices and applications using methodology which will not expose or divulge Personal Data; (iii) you will not send any logs to LogicMonitor that contain Personal Data; and (iv) you will isolate and secure the LogicMonitor Software on your systems and network to prevent unauthorized access, use, disclosure and loss using at a minimum industry standard security practices and technologies and as otherwise required by applicable laws.
- F. The parties shall comply with prevailing law as it pertains to Personal Data. For the avoidance of doubt, the Supplier and LogicMonitor have entered into a separate data processing addendum covering the transfer of the Customer's Personal Data from the Supplier to LogicMonitor.
8. Service Level Agreement. The Services will be provided in accordance with the service level terms set forth at https://www.logicmonitor.com/terms_files/Ex_A-Enterprise-SLA-Service-Availability.pdf (individually or collectively, the "**Service Level Terms**"). For the avoidance of doubt, the Service Credits will be calculated based on the fees paid by the Supplier to LogicMonitor and not the fees payable by the Customer to the Supplier. If the Customer is entitled to receive a Service Credit (as defined in the Service Level Terms), the Supplier shall only issue the Customer with the Service Credit it receives from LogicMonitor (as calculated as a percentage of the fees paid by the Supplier to LogicMonitor) and will not provide any additional Service Credit or fees to the Customer.
9. Disclaimers and Limitation of Damages and Liability.
- A. Disclaimer of Warranties. EXCEPT FOR THE MINIMUM SERVICE LEVEL TERMS SET FORTH IN SECTION 8, THE SERVICES, SOFTWARE AND LOGICMONITOR TECHNOLOGY ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE USAGE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, NOR DOES THE SUPPLIER WARRANT THAT THE LOGICMONITOR TECHNOLOGY OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS OR PERFORMANCE OF THE SERVICES. NEITHER THE SUPPLIER NOR LOGICMONITOR MAKES ANY WARRANTY ABOUT THE SUITABILITY OF THE LOGICMONITOR TECHNOLOGY OR SERVICES FOR ANY PURPOSE AND DO NOT WARRANT THAT THE LOGICMONITOR TECHNOLOGY OR SERVICES WILL MEET YOUR REQUIREMENTS. IN THE CASE OF A BREACH OF THE SERVICE LEVEL TERMS, YOUR SOLE AND EXCLUSIVE REMEDIES SHALL BE AS SET FORTH IN THE SERVICE LEVEL TERMS.
- B. No Consequential or Incidental Damages. IN NO EVENT SHALL THE SUPPLIER OR LOGICMONITOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL,

CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR OTHER MONETARY LOSS, EVEN IF ADVISED IN WRITING IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

- C. Limitation Of Liability. IN NO EVENT WILL LOGICMONITOR'S OR THE SUPPLIER'S TOTAL, AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL CLAIMS BY YOU OR ANY THIRD PARTY OF WHATEVER NATURE EXCEED THE MONIES RECEIVED BY THE SUPPLIER FROM YOU IN CONNECTION WITH THIS AGREEMENT DURING THE PRIOR THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY, MINUS ALL CLAIMS PREVIOUSLY PAID HEREUNDER. THIS LIMITATION IS CUMULATIVE FOR ALL CLAIMS HOWSOEVER ARISING UNDER ALL AGREEMENTS, AND THIS LIMITATION SHALL APPLY EVEN IF THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL FAIL OF THEIR ESSENTIAL PURPOSE.

10. General Provisions.

- A. Export Restrictions. You agree to comply with all export and re-export restrictions and regulations ("**Export Restrictions**") imposed by the United States or any other country in which you conduct business. Without limiting the generality of the foregoing, and regardless of any disclosure made by you to the Supplier or LogicMonitor regarding an ultimate destination of the Software, you represent and warrant that you understand the U.S. law currently prohibits the export or re-export, directly or indirectly (including via remote access) of U.S. origin products and technology to certain proscribed countries (including Cuba, Iran, Sudan, North Korea and Syria and/or any other country that may become subject to an embargo by the United States), entities, organizations and individuals, without prior authorization from the U.S. Government. You will not commit any act or omission that will result in a breach of any such Export Restrictions. Your breach of this clause shall constitute cause for immediate termination of this Agreement.
- B. Notice to U.S. Government Users. All LogicMonitor products and services are commercial in nature. The Software and LogicMonitor Technology are "Commercial Items," as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (i) only as Commercial Items, and (ii) with only those rights as are granted to all other end users pursuant to Terms hereof. All unpublished rights are reserved
- C. High Risk Activities. The Software is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). LogicMonitor and the Supplier specifically disclaim any express or implied warranty of fitness for High Risk Activities.