



TERMS OF SERVICE

1. AGREEMENT.

This terms of service agreement (these “Terms” or this “Agreement”) is entered into as of the date on the Order Form (the “Effective Date”), by and between LogicMonitor, Inc., a Delaware corporation having its headquarters at 820 State St., 5th Floor, Santa Barbara, CA 93101 U.S.A. (below referred to as “LogicMonitor,” “we,” “our,” “us” or “Company”) and the corporation or other legal entity set forth on the Order Form (below referred to as “Customer”, “you” or “your”), and will govern the use of the LogicMonitor hosted data center monitoring services (the “Service” or “Services”) and any associated use of the LogicMonitor Technology offered by LogicMonitor, Inc. Customer and LogicMonitor are sometimes hereinafter referred to individually as a “party” and collectively as the “parties”.

2. YOUR SUBSCRIPTION.

A. We offer subscription-based Services. By subscribing to the Services, you have a limited, non-exclusive, royalty-free (apart from the Services fees due to LogicMonitor) non-transferable and terminable license to access and to use the Services solely for your internal business operations (including providing the Services to your authorized customers) during your subscription period specified on the applicable order form through which the Services are ordered (each an “Order Form”). You are expressly prohibited from sublicensing use of the Services to third parties, except that you may choose to offer access to and use of the Services to your Affiliates and customers; provided, that, you hereby agree that (i) you shall remain the contracting party with us with respect to all matters including but not limited to the payment of fees and all access and use; (ii) you shall retain full, unconditional responsibility for all such access to and use of the Services and LogicMonitor Technology and all compliance with the terms and conditions hereof as though such use and access is directly by you; and (iii) with respect to your customers, you agree not to provide any such access or use unless and until you have entered into a written End User License Agreement (or similar written agreement) that is consistent with the terms of this Agreement and includes similarly rigorous and protective provisions regarding protection of our intellectual property, confidentiality, disclaimers and limitations of liability (“Minimum Required Terms”). A sample EULA is included for convenience as **Exhibit A** hereto should you wish to use this form, though you are not required to use this particular form. As used herein, “Affiliate” means a corporation or other legal entity which is controlled by or is under common control with either party, and “control” means an ownership interest of more than 50% of the shares or membership interests in such entity or party entitled to vote. You hereby agree that neither you nor your Affiliates or customers shall take any action intended to interfere with or disrupt the Services or any other user’s use of the Services.

B. Support. LogicMonitor will provide any technical support included with your subscription purchase to you (and not, for the avoidance of doubt, to your customers) in accordance with the terms of your applicable support plan, as described at <https://www.logicmonitor.com/legal/technical-support-exhibit>. Customer will automatically be enrolled in the basic support plan at no additional charge. Premier support plans are available for purchase and, if applicable, will be set forth on your Order Form.

C. We shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week during the Term, except for:

(i) Planned Maintenance. “Planned Maintenance” means maintenance where at least forty-eight (48) hours prior notice is provided via email based on your account settings within the Services, or by using Notification capabilities within the Services (see <https://support.logicmonitor.com/>). Planned Maintenance shall be conducted only during the hours of 6:00p.m. to 12:00a.m. Pacific Time and shall not

exceed (a) 8 hours in any given month, or (b) 40 hours in any given year. Downtime will be minimized at all times and if the expected impact of planned operations is less than five (5) minutes of downtime, we may elect not to give advance notice; or

(ii) Extraordinary Circumstances. “Extraordinary Circumstances” means any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government (including U.S. sanctions or embargoes), flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet outages or delays.

D. Your use of the Services is expressly only licensed for the duration of the Term and any trial period while you are and 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; provided, however, that we agree to assist upon your request prior to termination to download all such available data.

E. Professional Services. Professional Services may be included in your Order Form upon request. Fees, coverage and terms for Professional Services are available from LogicMonitor and will be set forth on your Order Form and/or a separate statement of work for such Professional Services. “Professional Services” means services provided by LogicMonitor personnel on a time and materials or fixed price basis for a customer-identified project or scope of work.

3. SUBSCRIPTION FEES, BILLING AND RENEWAL.

A. Paid Subscription. By subscribing to the Services, you expressly agree to pay subscription fees corresponding to your subscription plan, plus any applicable taxes and duties, if any. During any Term that you remain in good standing, we will, unless either party gives the other written notice of non-renewal at least thirty (30) days before the end of the Initial Term or any Renewal Term, automatically renew for additional periods equal to the expiring Term (each as defined below). Subscription fees are fully earned upon payment and, except as otherwise specified herein, the payments are nonrefundable and there are no refunds or credits for partial subscription periods.

(i) Your Subscription. Except as otherwise set forth on your Order Form for the Services, fees are billed as of the Service commencement date for the entire initial subscription period set forth on the Order Form (the “Initial Term”) and for each additional renewal period of the same length (a “Renewal Term”), for the initial device commitment specified in the Order Form (the “Reserved Commitment”), net of any contractual discount. The period of your use of the Services during the Initial Term and each Renewal Term under this Agreement is referred to as the “Term”.

(ii) Any increase in the actual usage beyond the Reserved Commitment will be billed to you by LogicMonitor for each month of Service, upon the end of the applicable month, via invoice at the applicable overage pricing rate set forth on your Order Form. Such invoiced amounts, if applicable, shall be due and payable in accordance with this Agreement. Usage of the Service is calculated in accordance with the methodology set forth below.

B. Usage. Your usage of the Service is determined by the number of hosts monitored by the Services during the period in question, measured on a daily basis. A “host” or “device” is a logical host defined by a network (IP) address. It need not be a physical host. Overage fees shall only apply to the extent that Customer’s average usage for a month (based on daily usage calculations) exceeds the Reserved Commitment.

C. Payment Methods. Unless otherwise set forth on an Order Form, during the registration process, you will choose a business charge card or U.S. domestic electronic funds transfer (“ACH”) bank account for directly charging your subscription fees. You hereby authorize us to automatically debit your designated charge card or ACH bank account for the subscription fees until you cancel your subscription, and we reserve the right to delay or suspend access to the Service unless these accounts are designated and maintained. If you would like to change your payment method or details, such as your credit card validity or expiration date, you may access and edit your account information through our application. LogicMonitor uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain nor use your billing information except to process your credit card information for the LogicMonitor Service.

D. When Payments are Due. All payments shall be due and payable as described in the applicable Order Form (the “due date”). You are responsible for paying any taxes (including without limitation any sales, use or withholding taxes now or hereafter enacted), and any duties, excises or tariffs (together “duties”), that are applicable to receipt of the Service (provided that you shall not be responsible for any taxes based on LogicMonitor’s income). All payments hereunder shall be made without deduction for taxes or duties of any kind or nature. However, if LogicMonitor determines in its sole judgment that we are legally obligated to add taxes to your service fees, LogicMonitor will include such taxes in your Service Agreement or invoices and the full amount inclusive of such taxes will be due and paid. Late payments will be subject to late fees at the rate of one percent (1%) per month, or, if lower, the maximum rate allowed by law. LogicMonitor's obligations under this Agreement are conditioned upon your timely payment. If you fail to pay fees within thirty (30) days following the payment due date, LogicMonitor has the right to suspend performance of the Service and seek all remedies available, and you agree to reimburse our reasonable expenses, including attorneys’ and other fees incurred in collecting amounts due. Payments received after default shall be applied against interest, expenses, and principal as LogicMonitor determines in its sole discretion. The Service will be reinstated at our discretion after all current and overdue amounts and accumulated late fees and expenses are paid.

E. MSP Customers. As a managed service provider, you may unilaterally establish your own sale prices and terms regarding the products and services you sell to your MSP customers, including access and use rights with respect to the Service, subject to the terms of this Agreement (including the requirement that your customer agree to Minimum Required Terms with respect to the Service). You are responsible for all credit risk regarding, and for collecting payments from, your MSP customers. Your inability to collect amounts from your MSP customers does not affect your payment obligations to LogicMonitor under this Agreement.

F. Purchase Through Reseller. In the event that Customer purchases Services through an approved reseller or payment intermediary (“Reseller”) and not directly from LogicMonitor, the following modifications shall apply to this Agreement: (i) the payment terms in this Article 3 with respect to payments made from Customer to LogicMonitor shall not be applicable as payment of Service fees shall be made from Customer to Reseller, and (ii) notwithstanding anything in this Article 3 to the contrary, the “Term” of this Agreement shall continue for so long as Customer continues to subscribe to the Service via a Reseller.

4. TERM AND TERMINATION. This Agreement is in force from the Effective Date (or, if earlier, the first date of your use of the Services or Software) and, subject to any earlier termination permitted in this Agreement, will remain in force throughout the Term. Except where your early termination is pursuant to LogicMonitor’s uncured material breach (pursuant to subsection (A) below) (in which case we will promptly refund to you the prepaid fees (if any) for that portion of the terminated period for which Services were not provided), early termination of a subscription or ceasing your use of the Services will not result in a refund of any prepaid fees or modify your obligation to pay fees for the remainder of the then current Term. Either party may terminate this Agreement during the Term by written notice: (A) if the other party breaches any

material term or condition of this Agreement and, assuming such default is capable of cure, fails to cure such default within thirty (30) days after written notice specifying the default (“Notice of Default”), (B) if the other party becomes insolvent or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or (C) if a petition under the United States Bankruptcy Act, as it now exists or as it may be amended, or any similar law of any other jurisdiction, is filed concerning the other party. Additionally, immediately upon the detection of suspicious circumstances or behavior, or the receipt of information we believe is credible regarding the unauthorized use or disclosure of your data or of a demonstrable threat to either your data or the LogicMonitor Technology, LogicMonitor has the right to suspend the access to or use of the Service or LogicMonitor Technology by your authorized users. In such event, we will provide a prompt, written description of the issue(s) or event(s) resulting in the suspension, and you agree to regularly communicate with our support team, and work in good faith to resolve the matter promptly. For the avoidance of doubt, we are not responsible for, and termination under this Section will not apply when any delay in restoration of services is related to your failure to provide prompt responses, reasonable assistance, and cooperation with us. If the matter is not resolved within ten (10) days of suspension, either party has the right to terminate the Agreement upon written notice, and assuming the suspension was not prompted by Customer’s uncured breach, LogicMonitor will promptly refund the prepaid fees (if any) covering that portion of the terminated period for which Services were not provided.

5. OUR TECHNOLOGY.

A. The Services are enabled by and utilize a hosted software application (the “LogicMonitor Software”). We shall host the LogicMonitor Software and may update the functionality and user interface of the LogicMonitor Software from time to time in our sole discretion as part of our ongoing mission to improve the Services and our users’ use of the Services, provided that such modifications will not materially decrease the functionality of the Services. You must have access to the LogicMonitor Software in order to use the Services. In addition, to use the Services fully, you will be required to download and install a piece of our software on your network (the “Collector Software” and collectively with the LogicMonitor Software, the “Software”).

B. You agree that the rights granted to you are provided on the condition that you will not (and will not allow, give permission to or enable any third party, including without limitation any customer or Affiliate, to) copy, create a Derivative Work of, or reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof or otherwise attempt to discover any source code, modify the Software in any manner or form, or use unauthorized modified versions of the Software, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services. “Derivative Work” 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. You further acknowledge and agree that any access to the Services you choose to provide to your customers is subject to your having previously entered a written EULA as described in Section 2(A).

C. License. Subject to your compliance with the terms of this Agreement, we hereby grant to you a limited, non-exclusive, royalty-free (apart from the fees paid to LogicMonitor for the Services), non-transferable license to download, install and use the Collector Software (in object code form) onto your network for the sole purposes of (i) using the LogicMonitor Service for your internal business purposes (including providing the Services to your authorized customers), and (ii) provided you have previously entered a written EULA as described in Section 2(A) with respect to your customers, providing access to the LogicMonitor Services to your Affiliates and customers for their internal business purposes and not for any further resale or distribution. The Software is not sold but licensed hereunder.

D. Not for Resale. Relicensing or sublicensing any Services under this Agreement, other than providing the Services to your authorized customers as described above, is a violation of these license terms. Any Services that are eligible for “Resale” must: (i) explicitly state such in the applicable Order Form, and (ii) comply with the Deal Registration process outlined in our then-current partner network guidelines, or other similar method designated by us (“Registration”); provided that, if (i) and (ii) above have not been met, in LogicMonitor’s sole discretion, then such licenses for any purported Resale will be charged to you at our then-standard list price.

6. OWNERSHIP.

A. LogicMonitor Technology. You acknowledge and agree that the LogicMonitor Software, including the specific design and structure of individual programs, components and aspects thereof, constitutes the proprietary trade secrets and copyrighted material of LogicMonitor, and that LogicMonitor owns all rights, title and interest in and to the Services, the Software, Feedback 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, including all intellectual property rights and Derivative Works therein, on a worldwide basis (collectively, the “LogicMonitor Technology”). As used herein, “Feedback” means bug reports, suggestions, comments or other feedback provided by Customer to LogicMonitor with respect to the Service, excluding any Customer Confidential Information. 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. Customer Data. You retain all right title and interest in and to all Customer Data. “Customer Data” means electronic data, files or information submitted by Customer to the Service. LogicMonitor’s right to access and use Customer Data is limited to the right to access and use such Customer Data for the purpose of providing the Service or as may otherwise be explicitly set forth in this Agreement. No other rights with respect to your Customer Data are implied. Customer Data shall at all times be classified and treated as Confidential Information hereunder.

C. Implementations. Excluding your Confidential Information, and any applicable Personal Data, you agree that if you make any customizations or customized implementations of the Software or LogicMonitor Technology that do not qualify as Derivative Works (“Implementations”), such Implementations are hereby licensed to us on a non-confidential, nonexclusive, irrevocable, worldwide, royalty-free, sublicensable basis to perform services, use, distribute, publish, display, copy, 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. 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.

D. Copyright and Proprietary Legends. 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. Except as necessary for you to make use of the Services in accordance with the license rights herein, you are not authorized to use any such marks. Ownership of all such marks and the goodwill associated therewith remains with us or our respective licensors.

7. CONFIDENTIALITY.

A. The parties agree that during the course of performance under these Terms, each party may disclose to the other party certain technical and/or non-technical information, which (i) is disclosed in a tangible or visual form and clearly labeled as “Confidential”; (ii) is disclosed in an oral, non-tangible or visual form, identified at the time of disclosure as confidential and confirmed in writing within thirty (30) days; or (iii) is identified and treated as confidential by disclosing party and given the circumstances of disclosure, and/or the nature of the information, the recipient knew or should reasonably have known the information was confidential (collectively, the “Confidential Information”). For purposes of clarification and in addition to the Confidential Information addressed in the previous sentence, LogicMonitor Technology shall be deemed our Confidential Information and all Customer Data shall be deemed your Confidential Information. Confidential Information does not include information, technical data or know-how which (a) is rightfully in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure; (b) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; (c) is approved in writing for release by the disclosing party; or (d) is independently developed by the receiving party without use of or reference to any Confidential Information of the disclosing party.

B. Each party agrees not to use the Confidential Information disclosed to it by the other party for any purpose except as necessary to perform its obligations under these Terms. Neither party will disclose the Confidential Information of the other party to third parties or to the first party’s employees except employees, service providers and, in the case of Customer, authorized customers and/or Prospects (as hereafter defined) who are required to have the information in order to carry out such party’s 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; provided, however, that this Agreement may also be disclosed to potential successors in interest (and their respective attorneys and advisors) pursuant to a contemplated merger, acquisition, corporate reorganization or sale of all or substantially all of a party’s assets, so long as such recipient in each case has agreed in writing to protect the Confidential Information with terms no less stringent than are imposed by this Section. Notwithstanding the above, LogicMonitor may use data about Customer’s configuration and use of the Service that has been aggregated and/or anonymized (collectively, “Usage Data”) in order to (i) measure general Service usage patterns and characteristics of its user base and/or (ii) to improve the Service and develop new insights and features, and may include such Usage Data in promotional materials or reports to third parties; provided, that, for the avoidance of doubt, (x) such Usage Data is rendered in such a manner that does not allow a third party to identify Customer or its suppliers, customers, contractors, agents, affiliates, or subsidiaries and (y) such Usage Data does not reference Personal Data, names, phone numbers, email addresses, or other personally identifiable information. “Personal Data” generally means nonpublic, personally identifiable information of or concerning any living individual among the consumers, employees, clients and customers of Customer or LogicMonitor, their parents, subsidiaries, affiliates and agents. Each party agrees that it will use the same standard of care that it uses in protecting its own Confidential Information, but in no case less than reasonable care. Each party agrees to promptly notify the other in writing of any misuse or misappropriation of Confidential Information of the other party that may come to its attention.

In its capacity as a managed service provider, Customer may provide Confidential Information hereunder to prospective customers of the LogicMonitor Service (“Prospects”) for the sole purpose of their evaluation and potential purchase of such Service; provided, that; prior to providing any such access, Customer ensures that such Prospect has agreed in writing to protect such Confidential Information with terms no less stringent than are imposed by this Article 7.

C. The confidentiality and non-use obligations of each receiving party under this Agreement will survive expiration or termination of this Agreement for a period of five (5) years; except that such obligations shall survive indefinitely with respect to (i) Personal Data, and (ii) each disclosing party's software and technology-based trade secrets so long as they remain eligible for trade secret under prevailing law (without regard to any breach of the receiving party). In the event of any expiration or termination of these Terms, or upon request by the disclosing party, the receiving party shall cease all use of the other party's Confidential Information and return to the disclosing party all copies of the disclosing party's Confidential Information in the receiving party's possession or control, or destroy the same and certify as to its destruction. The receiving party will not be required to return or immediately destroy an archive copy of the disclosing party's 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, or with respect to Personal Data, such shorter period as is necessary to comply with prevailing law.

D. While the parties understand that incidental capturing of certain nominal Personal Data may occur in connection with the Service (as described in the DPA), 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 Restricted Data. As used herein, "Restricted Data" means (i) Protected Health Information, as such term is defined under the U.S. Health Insurance Portability and Accountability Act, (ii) financial account data or payment cardholder information under PCI Data Security Standard, (iii) Personal Data beyond that which is incidental to the Service and described in the DPA, and/or (iv) any other data that is subject to specific or heightened requirements under applicable law or industry standards, such as Social Security numbers in the United States. Without limiting its other obligations under this Agreement, and subject to the foregoing caveat regarding collection of certain nominal Personal Data, the parties agree that (x) you shall not provide Restricted Data to LogicMonitor, and shall configure the Collector Software so that it will be used only to collect information from devices and applications using methodology which will not expose or divulge Restricted Data; (y) you will not send any logs to LogicMonitor that contain Restricted Data; and (z) you will isolate and secure the 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.

E. Compelled Disclosure. In the event that the receiving party is required by applicable law, regulation or any competent judicial, supervisory or regulatory body to disclose any of the Confidential Information, the receiving party shall provide the disclosing party with prompt written notice of any such requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, however in the opinion of the counsel of the receiving party, the receiving party is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information, then it may disclose only such portion of the Confidential Information which, in the opinion of its counsel, the receiving party is compelled to disclose. The receiving party will not oppose any action by the disclosing party to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. The receiving party will reasonably cooperate with the disclosing party in its efforts to obtain a protective order or other appropriate remedy that the disclosing party elects to seek to obtain, in its sole discretion.

F. Each party shall comply with prevailing laws and regulations governing Personal Data, including, without limitation and as may be applicable, the EU General Data Protection Regulation ("GDPR"), the UK General Data Protection Regulation ("UK GDPR"), the California Consumer Privacy Act ("CCPA"), and the California Privacy Rights Act ("CPRA").

G. Service Provider Attestation (CCPA/CPRA). LogicMonitor is a “Service Provider” as defined under the CCPA and CPRA. Customer discloses Personal Data (as defined under the CCPA and CPRA) to LogicMonitor solely (i) for a valid business purpose and (ii) for LogicMonitor to provide the Services contemplated by this Agreement. LogicMonitor expressly certifies, understands and agrees that except as permitted or required by applicable law, it is prohibited from (1) selling (as defined under the CCPA and CPRA) any of Customer’s Personal Data, (2) retaining, using or disclosing any of Customer’s Personal Data for any commercial purpose other than providing the Services contemplated by this Agreement, (3) retaining, using or disclosing Personal Data outside of the direct business relationship between LogicMonitor and Customer and this Agreement, or (4) combining the personal information that it receives from, or on behalf of, Customer with personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that LogicMonitor may combine personal information to perform a business purpose in limited circumstances. LogicMonitor understands the prohibitions that are outlined in this Section 7(G) and hereby certifies its compliance therewith. LogicMonitor shall generally not respond to end user requests except to the extent required by law, and shall direct such requests to Customer where feasible. We will notify you in the event that we cannot meet our obligations as a Service Provider under the CCPA, CPRA, and applicable regulations. We will also provide any required information to enable you to comply with a consumer request, if applicable.

H. Data Processing Addendum. The parties hereby agree to comply with the terms of the Data Processing Addendum set forth at <https://www.logicmonitor.com/legal/data-processing-addendum> (the “DPA”).

I. Security Practices. During the Term, LogicMonitor will implement and maintain administrative, physical and technical safeguards and measures designed to protect against unauthorized access to Customer Data as more fully described here: <https://www.logicmonitor.com/security-practices> (“Security Practices”). During the Term, LogicMonitor will not materially diminish the protections provided by the Security Practices.

8. REPRESENTATIONS AND WARRANTIES.

A. Representations. Each party hereby represents and warrants to the other that (i) such party has the right, power and authority to enter into these Terms and to fully perform all its obligations hereunder; and (ii) the making of these Terms does not violate any agreement existing between such party and any third party.

B. Limited Service Warranty.

(i) We warrant that we will deliver and perform the Services in a good and workmanlike manner consistent with applicable industry standards and the functional requirements and technical specifications set forth in the applicable Order Form.

(ii) Service Level Terms. We will provide the Services in accordance with the service level terms set forth at <https://www.logicmonitor.com/sla> (individually or collectively, the “Service Level Terms”), and any remedies for failure to comply with such standards are set forth therein.

C. In the event that Customer notifies LogicMonitor in writing of a breach of the foregoing warranties, LogicMonitor shall use commercially reasonable efforts to correct the reported non-conformity, at no additional charge to Customer, or if LogicMonitor determines such remedy to be impracticable, Customer may terminate this Agreement and receive a prorated refund of fees pre-paid to LogicMonitor for Customer’s use of the Service for the remainder of the then current subscription period. The foregoing remedy shall be Customer’s sole and exclusive remedy for any breach of warranty hereunder; provided, that, remedies available for breach of the Service Level Terms are as set forth in the Service Level Terms.

9. INDEMNIFICATION.

A. By LogicMonitor. We shall, at our own expense, indemnify, defend and hold you harmless from and against any damages and expenses (including reasonable attorneys' fees) as a result of third party claims, to the extent of any finding that the LogicMonitor Technology, when used in strict compliance with the license rights and use instructions provided by LogicMonitor infringed or misappropriated the copyright, patent rights or trade secret rights of a third party; provided we receive prompt notice and the opportunity to provide the defense and participate in the litigation and settlement negotiations. Notwithstanding the foregoing, we shall have no liability, and shall have no obligation to defend or indemnify you, for any third party claim of infringement to the extent based upon (i) use of other than the then current, unaltered version of the LogicMonitor Technology and applicable Services, unless the infringing portion is also in the then current, unaltered release; (ii) use of the Services or LogicMonitor Technology other than strictly in accordance with our instructions and documentation; or (iii) use, operation or combination of the applicable Services with non-LogicMonitor programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination. In the event the use of any Service or LogicMonitor Technology is, or we believe is likely to be, alleged or held to infringe any third party intellectual property right, we may, at our sole option and expense, (a) procure for you the right to continue using the affected service, (b) replace or modify the affected service with functionally equivalent service so that it does not infringe, or, if either (a) or (b) is not commercially feasible, (c) terminate the Services and refund the fees received by us from you for the affected service for the remaining Term of then-current subscription period. THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD PARTY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND OR NATURE.

B. By You. You shall defend, indemnify and hold us harmless from and against any and all claims, damages and expenses (including reasonable attorney's fees) arising from: (i) the violation of these Terms; or (ii) the violation of any third party intellectual property or privacy right (for both (i) and (ii), by you or your Affiliates or customers); provided, that we (a) promptly give you written notice of the claim; (b) give you control of the defense and settlement of the claim (provided that you may not settle any claim unless the settlement unconditionally release us of all liability); and (c) provide to you all reasonable assistance, at your expense. We may participate in the defense and settlement activities with counsel of our choosing at our expense.

10. DISCLAIMERS, LIMITATION OF DAMAGES AND LIABILITY.

A. DISCLAIMERS AND EXCLUSIVE REMEDY.

EXCEPT FOR THE REPRESENTATIONS AND LIMITED WARRANTY IN SECTIONS 8.A (REPRESENTATIONS) AND 8.B. (LIMITED SERVICE WARRANTY), THE SERVICES 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, AND FITNESS FOR A PARTICULAR PURPOSE, NOR DO WE 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. WE MAKE NO 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.

CUSTOMER ACKNOWLEDGES AND AGREES THAT LOGICMONITOR SHALL NOT HAVE ANY LIABILITY FOR (I) MODIFICATIONS OR ALTERATIONS TO THE COLLECTOR SOFTWARE MADE BY YOU OR ANY THIRD PARTY NOT AUTHORIZED BY LOGICMONITOR OR (II) CUSTOMER'S USE OF MONITORING SCRIPTS MADE AVAILABLE IN LM EXCHANGE, LOGICMONITOR'S CUSTOMER COMMUNITY, THAT ARE NOT AUTHORED BY LOGICMONITOR.

B. INDIRECT AND CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDING THE INDEMNIFICATION OBLIGATIONS IN SECTION 9 OR CLAIMS, LIABILITIES OR LOSSES ARISING FROM FRAUD OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS, THE SERVICES PROVIDED, OR THE USE OF OR INABILITY TO USE THE SERVICES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

C. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO LIABILITIES OR LOSSES ARISING FROM FRAUD OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND ALL ORDER FORMS EXCEED (I) THE SUM OF THE AMOUNTS RECEIVED BY AND OWED TO US FROM YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY , AND (II) TWO (2) TIMES THE AMOUNT IN SUBSECTION (I) WITH RESPECT TO A PARTY'S INDEMNITY OBLIGATIONS UNDER ARTICLE 9 OR LIABILITIES OR LOSSES RESULTING FROM EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER ARTICLE 7 (CONFIDENTIALITY), WHICH FOR CLARITY, INCLUDES ALL DATA PRIVACY AND INFORMATION SECURITY OBLIGATIONS. THESE LIMITATIONS ARE CUMULATIVE FOR ALL CLAIMS HOWSOEVER ARISING UNDER ALL AGREEMENTS AND ORDERING DOCUMENTS, AND SHALL APPLY EVEN IF THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL FAIL OF THEIR ESSENTIAL PURPOSE.

D. BASIS OF BARGAIN. YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING SECTIONS ON WARRANTIES AND DISCLAIMERS, INDEMNIFICATION AND LIMITATION OF LIABILITY FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES AND ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. YOU EXPRESSLY ACKNOWLEDGE THAT THE FEES THAT WE CHARGE FOR THE SERVICES ARE BASED UPON OUR EXPECTATION THAT THE RISK OF ANY LOSS OR INJURY THAT MAY BE INCURRED BY USE OF THE SERVICES WILL BE BORNE BY YOU AND NOT US AND WERE WE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

11. GENERAL PROVISIONS.

A. Notices. You agree to provide LogicMonitor with your email address, to promptly provide LogicMonitor with any changes to your email address, and to accept emails (or other electronic communications) from LogicMonitor at the email address you specify. Except as otherwise provided in this Agreement, you further agree that LogicMonitor may provide any and all notices, statements, and other communications to you through either email or posting on the Service portal. Notices to you may be provided by email and shall be addressed to the system administrator or user designated by you for your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by you. The Company maintains the right to require placement of a valid email address within the Services portal for both billing, Services notification and notices purposes. In no event shall the Company be held liable for negative consequences resulting from a lack of Company notices in the case notification email addresses are not included by you in the Services portal as required. Legal notices to you may at our option also be sent to the address on the Order Form or that you have last provided, and such notices to us should be sent to LogicMonitor, Inc., 820 State St. 5th Floor, Santa Barbara, CA 93101, USA, Attention: Legal Department or by email to legal@logicmonitor.com.

B. Governing Law, Jurisdiction and Dispute Resolution. Each party agrees to the applicable governing law of the State of California without regard to choice or conflicts of law rules, and except for actions seeking injunctive relief, the parties agree to the exclusive jurisdiction of the federal and state courts in Santa Barbara County, California. Excluding actions seeking injunctive relief, in the event of any disputes arising with respect to this Agreement or an Order Form, before taking formal action, the parties will make reasonable attempts to resolve the dispute amicably between them within thirty (30) days from the date that one party notifies the other of such dispute in reasonable detail.

C. 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 other users pursuant to these Terms. All unpublished rights are reserved.

D. Export Restrictions. Each party shall (i) comply with applicable laws and regulations administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("Export Restrictions"), including designating countries, entities and persons ("Sanctions Targets") and (ii) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Services pursuant to this Agreement under any applicable laws or regulations, including Export Restrictions.

E. Anti-Bribery and Anti-Corruption. LogicMonitor is committed to conducting business that is free from any and all forms of corruption or bribery, including kickbacks, money laundering and fraud. LogicMonitor is committed to compliance with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the U.S Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010. Each party agrees not to directly or indirectly offer, promise, provide or accept anything of value to or from the other party's employee, a government official or commercial business partner in violation of any provisions of any applicable anti-bribery laws in connection with this Agreement or any LogicMonitor business.

LogicMonitor shall ensure that it, and all of its personnel and affiliates, comply fully with the UK Modern Slavery Act of 2015.

F. 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, but not limited to, 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"). The Company specifically disclaims any express or implied warranty of fitness for High Risk Activities.

G. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable or contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

H. Insurance. Each party will, at its expense, during the Term and for the 2-year period following termination or expiration hereof, purchase and maintain insurance policies with an insurance company or companies of U.S. or internationally-recognized standing with a rating of A-/Class IX, or better, as rated by A.M. Best, with the following minimum limits:

- (i) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, personal injury and property damage;

(ii) Technology Errors and Omissions Insurance, with limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate with respect to claims related to the LogicMonitor Technology delivered by LogicMonitor under this Agreement;

(iii) Privacy and network security liability (“Cyber”) Insurance, with limits of at least \$1,000,000 per claim and \$2,000,000 in the aggregate, providing protection against liability for privacy breaches, system breaches, denial or loss of service, introduction, implantation or spread of malicious software code and unauthorized access to or use of computer systems; and

(iv) Workers Compensation and Employers Liability Insurance as required by applicable laws, in amounts that meet or exceed those required by applicable laws.

If any of such insurance policies are to be modified or canceled during the Term of this Agreement in a way that would materially affect the coverage required hereunder, the party holding the policy will provide written notice to the other party at least thirty (30) days prior to such modification or cancellation. Each party will, upon a party’s request, provide the other party with certificates of insurance evidencing satisfactory coverage of the types and limits set forth above.

I. Survival. Sections 3 (Subscription Fees, Billing and Renewal) (surviving until all fees and charges are paid), 4 (Term and Termination), 5.B. (Our Technology), 6 (Ownership), 7 (Confidentiality) (surviving for the term specified therein), 9.B. (Indemnification), 10 (Disclaimers, Limitation of Damages and Liability), and 11 (General Provisions) (surviving according to the specified periods, if any), shall survive expiration or termination of this Agreement.

J. Third-Party Programs. Customer may receive access to third-party software programs (“Third-Party Programs”) through the Collector Software, and/or third-party programs may be bundled with the Collector Software. These Third-Party Programs are governed by their own license terms, which may include open source licenses, and those terms will prevail over the terms of this Agreement as it relates to Customer’s use of Third-Party Programs. This Agreement does not limit Customer’s rights under any such Third-Party Program or grant Customer any rights that supersede the terms of any such license agreement for a Third-Party Program.

K. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety, without your consent to our Affiliate provided the assignee accepts full responsibility for our obligations hereunder, or to a successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

L. Publicity.

(i) Neither party will make any news or press release regarding this Agreement without the other party’s prior written consent. You grant us the right to include your name and logo as a customer in our promotional materials; provided however, that you can opt to have your name excluded from such use by us except as agreed to in writing on a case-by-case basis by providing a sufficiently detailed email request regarding the same to sales@logicmonitor.com; the subject line in such email should be entitled “Non-use of Subscriber Name.”

(ii) Subject in each case to your agreement and only on an occasional basis, we may ask that you consider in your sole discretion making a representative available (x) to serve as a non-public reference to our prospective customers to discuss your experience working with us; and (y) to work

with us in developing and publishing case studies and press releases that describe your use of the Services.

M. Force Majeure. Except for the nonpayment of money due, neither party shall be liable for any delay or failure in performance due to Extraordinary Circumstances (as defined in Section 2.C(ii) hereof); provided, that, if such force majeure conditions result in the Service being unavailable for thirty (30) consecutive days, either party may terminate this Agreement upon written notice.

N. Effect of Transaction. For the avoidance of doubt, (i) in the event that Customer is acquired by or merged into another entity that is a customer of LogicMonitor, this Agreement and the commercial terms set forth on any Order Form hereunder shall continue to apply for the subscription term set forth on any such Order Form; and (ii) in the event that Customer acquires (whether by acquisition or merger) another entity that is a customer of LogicMonitor, Customer acknowledges and agrees that the commercial and legal terms then in place between LogicMonitor and such entity shall continue for the duration of such entity's current subscription term.

O. Compliance with Federal, State and Local Laws. Each party agrees the Services provided hereunder shall be delivered and used in accordance with all applicable federal, state and local laws and regulations.

P. Records; Audit. During the term of this Agreement and for a period of three (3) years thereafter, Customer will maintain complete and accurate books and records regarding Customer's use of the Service with its customers. During such period, LogicMonitor will have the right to inspect and audit such books and records for the purpose of confirming Customer's compliance with the terms of this Agreement, including its payment obligations. Any such inspection and audit will be conducted during regular business hours and in a manner that minimizes interference with Customer's normal business activities. If such an inspection and audit reveals an underpayment of any amounts payable to LogicMonitor, as applicable, then Customer will promptly remit the full amount of such underpayment to LogicMonitor, including interest calculated in accordance with the terms of Section 3(D). If the underpaid amount exceeds 5% of the amounts payable to LogicMonitor, for the period audited, then Customer shall be responsible for paying LogicMonitor's reasonable costs of conducting the inspection and audit.

Q. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

R. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies available to a party at law or in equity.

S. Entire Agreement. This Agreement and any attachments approved by the parties hereto along with any Order Forms constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, including but not limited to any non-disclosure and proof of concept agreements entered by the parties and any click-through or online terms. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency between the provisions of this Agreement and any Order Form, the same shall be resolved by giving precedence to this Agreement.

[Exhibit Follows]

Exhibit A

Template EULA

This document (the “Agreement” or “Terms”) is a legally enforceable contract between [MSP Name] (the “Subscriber”) and [] (“you”, “Customer” or “End User”) (each a “party”) and collectively the “parties”) regarding the permitted use of the Service and LogicMonitor Technology (each, as hereafter defined).

WHEREAS, Subscriber and LogicMonitor, Inc., a Delaware corporation (“LogicMonitor”) are parties to a Services Agreement (the “Master Services Agreement” or “MSA”), pursuant to which Subscriber 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 Subscriber 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 Subscriber providing access to the Service to any customer, such customer is required to enter into an end user license agreement with Subscriber that contains certain minimum agreed upon intellectual property protections and other required provisions; and

WHEREAS, Subscriber desires to provide access to the Service to End User, 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) “Subscriber” 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, Subscriber 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 SUBSCRIBER'S CONTINUED GOOD STANDING UNDER THE MSA AND COMPLIANCE WITH THE TERMS THEREOF. In the event that the MSA between LogicMonitor and Subscriber is terminated, this license shall automatically terminate.

3. License Restrictions. The Software is licensed solely for use by you. LogicMonitor and Subscriber 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 Subscriber 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 Subscriber 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 Subscriber 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 Subscriber 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 "TM" "®" "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. The parties agree that during the course of performance under these Terms, each party may disclose to the other party certain technical and/or non-technical information, which (i) is disclosed in a tangible or visual form and clearly labeled as "Confidential"; (ii) is disclosed in an oral, non-tangible or visual form, identified at the time of disclosure as Confidential and confirmed in writing within thirty (30) days; or (iii) is identified and treated as confidential by disclosing party and given the circumstances of disclosure, and/or the nature of the information, the recipient knew or should reasonably have known the information was confidential (collectively, the "Confidential Information"). For purposes of clarification and in addition to the Confidential Information addressed in the previous sentence, LogicMonitor Technology shall be deemed our Confidential Information and Personal Data shall be deemed your Confidential Information. "Personal Data" generally means nonpublic, personally identifiable information of or concerning any living individual among the consumers, employees, clients and customers of Customer, its parent, subsidiaries, affiliates and agents. Confidential Information does not include information, technical data or know-how which (a) is rightfully in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or (b) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or (c) is approved in writing for release by the disclosing party, or (d) is independently

developed by the receiving party without use of or reference to any Confidential Information of the disclosing party.

B. Each party agrees not to use the Confidential Information disclosed to it by the other party for any purpose except as necessary to perform its obligations under these Terms. Neither party will disclose the Confidential Information of the other party to third parties or to the first party's employees except employees 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 Article 7 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 not 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. Each party agrees that it will use the same standard of care that it uses in protecting its own Confidential Information, but in no case less than reasonable care. Each party agrees to promptly notify the other in writing of any misuse or misappropriation of Confidential Information of the other party that may come to its attention.

C. The confidentiality and non-use obligations of each receiving party under this Agreement will survive expiration or termination of this Agreement for a period of five (5) years; except that such obligations shall survive indefinitely with respect to (i) Personal Data, and (ii) each disclosing party's software and technology-based trade secrets so long as they remain eligible for trade secret under prevailing law (without regard to any breach of the receiving party). In the event of any expiration or termination of these Terms, or upon request by the disclosing party, the receiving party shall cease all use of the other party's Confidential Information and return to the disclosing party all copies of the disclosing party's 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 receiving party will not be required to return or immediately destroy an archive copy of the disclosing party's 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.

D. 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.

E. The parties shall comply with prevailing law as it pertains to Personal Data.

8. Representations. You represent and warrant that you have the right, power and authority to enter into these Terms and to fully perform all obligations hereunder and that the making of these Terms does not violate any existing agreement to which you are a party.

9. Service Level Agreement. The Services will be provided in accordance with the service level terms set forth at <https://www.logicmonitor.com/sla> (individually or collectively, the "Service Level Terms").

10. Disclaimers and Limitation of Damages and Liability.

A. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE MINIMUM SERVICE LEVEL TERMS SET FORTH IN SECTION 9, 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 SUBSCRIBER 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 SUBSCRIBER 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 SUBSCRIBER 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 SUBSCRIBER'S TOTAL, AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL CLAIMS BY YOU OR ANY THIRD PARTY OF WHATEVER NATURE EXCEED THE MONIES RECEIVED BY SUBSCRIBER 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.

11. 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 Subscriber 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.

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. LogicMonitor and Subscriber specifically disclaim any express or implied warranty of fitness for High Risk Activities.

D. Miscellaneous Provisions. **Choice of Law:** This Agreement shall be governed by the laws of the State of California, except for its conflict of laws principles, and you agree to bring any claims against Subscriber or LogicMonitor only in the state or federal courts located in Santa Barbara, California, and you hereby submit to the jurisdiction of such courts. **Severability:** In the event that any one or more provisions of this Agreement shall be declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. **Third Party Beneficiary:** The parties agree that LogicMonitor is a third party beneficiary of this Agreement. **Entire Agreement:** This is the entire agreement with respect to its subject matter, and will apply exclusively, notwithstanding any terms and conditions in any prior agreements. However, as between LogicMonitor and Subscribers, the MSA (which substantially reflects the standard MSP terms of service at <https://www.logicmonitor.com/terms/MSP.pdf> shall also apply - and shall control with respect to any conflicts with the terms and conditions of this End User License Agreement. **Notices:** You agree to provide LogicMonitor with your email address, to promptly provide LogicMonitor with any changes to your email address, and to accept emails (or other electronic communications) from LogicMonitor at the email address you or Subscriber specifies. Except as otherwise provided in this Agreement, you further agree that LogicMonitor may provide any and all notices, statements, and other communications to you through either email or posting on the Service. Notice to us may be sent to the address set forth on our website at <https://support.logicmonitor.com/>. **Assignability:** Neither the benefits nor obligations of this Agreement are assignable by you without the prior written consent of both Subscriber and LogicMonitor. **Survival:** Section 1 (Applicability) Section 3 (License Restrictions), Section 5 (Term, Use of Services and Termination), Section 6 (Ownership), Section 7 (Confidentiality), Section 10 (Disclaimers and Limitation of Damages and Liability), and Section 11 (General Provisions) shall survive expiration or termination of this Agreement. **No Waiver:** Failure to enforce any right or obligation of the other party shall not act as a waiver thereof.