END USER LICENSE AGREEMENT FOR LOGICMONITOR

This document (the "Agreement" or "Terms") is a legally enforceable contract between Advanced Network Management, Inc. (the "Subscriber") and Subscriber's client agreeing to these terms ("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. <u>License</u>. 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 "™" "®" "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. <u>Representations</u>. 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. <u>Service Level Agreement</u>.   The Services will be provided in accordance with the service level terms set forth at   <u>https://www.logicmonitor.com/terms_files/Ex_A-Enterprise-SLA-Service-Availability.pdf</u> (individually or collectively, the "Service Level Terms").

10. <u>Disclaimers and Limitation of Damages and Liability</u>.
A. <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR THE MINIMIMUM 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. <u>NO CONSEQUENTIAL OR INCIDENTAL DAMAGES</u>. 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. <u>LIMITATION OF LIABILITY</u>. 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. <u>General Provisions</u>.
A. <u>Export Restrictions</u>. 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. <u>Notice to U.S. Government Users.</u> 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. <u>Miscellaneous Provisions</u>. **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 [http://www.logicmonitor.com/terms/MSP.pdf)](http://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 http://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.