ADDOVA® HOSTING ADDENDUM

1) INTRODUCTION

1.1. This Hosting Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between Addova and Client. Any capitalized terms used in this Hosting Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

2) DEFINITIONS

2.1. "Authorized Users" means Client, its employees and independent contractors and/or its Affiliates or as otherwise defined in the Hosting Listing, that access and use Hosting provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Client or its Affiliates.

2.2. "Billing Metric" means the metric for billing Hosting to Client as defined in the Hosting Schedule (e.g., hardware, transactions, etc.).

2.3. "Client Data" means any information provided by Authorized Users in the course of accessing and using Hosting and stored in connection with Hosting.

2.4. "Data Center Region" means a geographic region that are served by one or more hosting facilities for Addova Hosting.

2.5. "End User" means an unaffiliated, third party customer of Client that receives Managed Services for such third party's internal business purposes from Client.

2.6. "Force Majeure Event" means an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.

2.7. "Managed Services" means the services provided by a Client to End Users using the Hosting and Client's intellectual capital and/or additional services supplied by Client.

2.8. "Non-Production" means any Client deployed environment that is not Production such as development, test, staging, demonstration, or training environments.

2.9. "Production" means the "live" environment of Hosting that Client uses as their primary business environment.

2.10. "Hosting" or "Hosting Offering" means the online pricing version of the Addova Hardware and/or type of service defined in the Schedule and made available to Authorized Users via the Internet.

2.11. "Hosting Agents" shall mean Addova's proprietary, hosted, remote IT infrastructure monitoring and management platform, as that platform may be modified by Addova from time-to-time, which enables licensees to manage desktops, servers, mobile devices, applications and other network devices at End User sites via the Internet.

2.12. "Hosting Assurance" means support of the Hosting Offering so it operates materially in accordance with the Documentation.

2.13. "Hosting Listing" means the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific Hosting Offering as published or made available by Addova. Hosting Listings may define provisioning and management processes applicable to the Hosting Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the Hosting, as well as a catalogue of available service requests.

2.14. "Hosting Release and Upgrade Policy" means Addova's published policy on version and patch upgrades of its Hosting Offerings.

2.15. "Scheduled Downtime" means planned downtime of Hosting availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the Hosting and data center infrastructure where Addova provides notice to Client at least 48 hours in advance.

2.16. "Service Level Availability" or "SLA" means the targeted availability levels measured in the Production environment, as specified in the Hosting Listing which may vary according to each Hosting Offering and its component capabilities.

2.17. "Security Breach" means access to Client Data by an unauthorized person or entity.

2.18. "Subscription Term" means the initial or renewal period of the subscription to a Hosting Offering as set out in the Schedule.

2.19. "Supported Devices" shall mean those hardware and software components supported by the Addova Offering.

3) HOSTING OFFERING

3.1. Subject to Client's compliance with the terms and conditions of this Agreement, Addova provides Client a non-transferable and non-exclusive right for Client and its Authorized Users to access and use Hosting during the Subscription Term in accordance with the Agreement.

3.2. Except as set forth below in Section 3.3, Client's license is for internal use and Addova grants the Client a limited, non-exclusive, non-transferable license, for the Term:

    3.2.1. Use the Hosting up to the Authorized Use Limitation.

    3.2.2. Permit its Authorized Users Access to the Hosting for Client's and Affiliates' internal business. Client hereby expressly agrees that a breach by an Authorized User of the Agreement shall be considered to be a breach by and the responsibility of the Client.

3.3. This license grant is applicable to licensees who license Addova Offerings for the purpose of providing a Managed Services to End User customers. Subject to Client's compliance with the terms and conditions of this Agreement, Addova hereby grants to Client a non-exclusive, non-assignable, right to (1) access and use the applicable service in the Addova Offering expressly described in the Schedule or CLIENT Portal during the applicable Subscription Term for such service , and (2) sublicense to End Users the non-exclusive, non-assignable right to install and use the Software Agent on Supported Devices; in each of (1) and (2) solely to provide Managed Services to End Users. Except to the extent expressly authorized or permitted in this Agreement or by applicable law without the possibility of contractual waiver, Client and its End Users shall not: (i) copy, modify, transfer or distribute the Addova Offering, (ii) reverse assemble, reverse engineer, reverse compile, attempt to discover the source code or underlying structure of, or otherwise translate any portion of the Addova Offering, (iii) sublicense, sell, resell, rent, lease, time share, assign the license conveyed to Client herein, or otherwise commercially exploit or make the Addova Offering available to any third party, (iv) access or use the Addova Offering (or any part thereof) to build a competitive product or service, (v) use the Addova Offering in violation of any applicable law or regulation, or (vi) use the Addova Offering beyond the scope of the rights granted herein. Neither Client nor its End Users shall use the Addova Offering to: (vii) send, upload or otherwise transmit any Data (as defined below) that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (viii) upload or otherwise transmit, display or distribute any Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (ix) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer

software or hardware or telecommunications equipment; (x) interfere with or disrupt the Addova Offering or networks connected to the Addova Offering; or (xi) violate any applicable law or regulation. Client shall be responsible for any breach of this section by any of its End Users.

3.4. Unless otherwise specified in the Schedule fees are based on hardware or quantities or Hosting Agents as specified in the Schedule.

3.5. Client acknowledges and agrees that in order for Client to access and use Hosting, Client is required to maintain minimum requirements such as operating system versions, browsers etc., as stated in the Documentation. If required, information about updates to minimum requirements will be provided to Client during the Subscription Term.

3.6. If Addova provides software to Client to enable or to optimize Hosting during the Subscription Term, such software will be listed in the Schedule. Such software is specifically provided to Client to help Client utilize certain applications and web services that may be available through Hosting. In such cases, Addova provides Client, during the Subscription Term, a non-transferable and nonexclusive right to use such software solely in connection with Hosting and for the sole purpose of allowing Client's applications or web services to utilize Hosting. The grant of rights for such software is contingent upon Client's compliance with the following obligations: Client agrees, that neither Client nor Authorized Users shall: (i) access or use any portion of the software not expressly authorized in the Schedule or the Documentation; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the software; (iii) modify, unbundle, or create derivative works of the software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the software or use the software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy or version of the software or Documentation; (vi) use the software beyond the rights granted. Any installation of agents or software of any kind will be required to be removed at the end of the Subscription Term and either returned to Addova or Client will be required to certify destruction or deletion of such items.

4) FEES, RENEWAL & TERMINATION

4.1. The Authorized Use Limitation and associated fees shall be as set out on the Schedule or on the Client Portal. Unless otherwise stated, Addova will monitor Client's Hosting usage. In the event Client exceeds the Authorized Use Limitation, the overage will be treated as an order for excess use and Client will be billed for the overage. The overage may be included in the Authorized Use Limitation for the remainder of the Subscription Term. In addition, Client may order any service catalogue items which may be listed on the applicable Schedule or on the Addova site ("Addova Site") and by: Entering into a separate Schedule for same; opening quote on the Addova Site; submitting an order at the site listed on the Schedule, and/or if applicable; enter into an agreement for Professional Services. Client shall pay any associated fees arising out of any such order.

4.2. **Fee Schedule.** Addova reserves the right to modify the prices applicable to such Schedule at any time. Client's continued use of the Addova Offering following notice of any Fee increase shall constitute Client's acceptance of such increase(s).

4.3. Monthly Minimum

    4.3.1. If Client has signed up to a monthly minimum such monthly minimum fee shall be identified in the Schedule and Client shall pay Addova the greater of (i) the minimum amount set forth herein or in the Schedule, if applicable and (ii) Client's actual usage of the Addova Offering. All reported numbers for purposes of billing, payments, the determination of Client's actual usage, fees and general delivery reporting are based on measurements within the Addova Offering.

    4.3.2. **Pro-Rata.** If Client has signed up to a monthly minimum, then Client shall be charged when the Addova Offering is deployed on a Supported Device. For certain Addova Offerings, the charge will be on a prorated basis based on the number of days in the applicable calendar month that such Addova Offering is deployed and in use. In addition, for certain Addova Offerings, Addova will cease charging Client Fees for the Addova Offering when uninstalled from a Supported Device and Fees will be calculated on a prorated basis based on the number of days in the applicable calendar month that such Addova Offering was deployed and in use. Client acknowledges and agrees that it shall notify Addova immediately in the event that Client cannot uninstall or de-activate an agent for any reason. Client hereby agrees to pay for any fees it incurs for any agent appearing in Client's Portal, or where Client failed to timely notify Addova of Client's inability to uninstall or deactivate such agent. Notwithstanding the foregoing, Client acknowledges and agrees that even if it uninstalls agents it shall still be obligated to pay Addova any minimum fee set forth in the Schedule. Accordingly, Client shall pay Addova the minimum fee set forth in the Schedule even if its actual usage is less than the contracted amount described in the Schedule.

4.4. Addova may temporarily suspend any Client account, and/or a Client's access to or use of the Hosting, with or without notice to Client, if the Client or Authorized Users violate any provision within the "Hosting Offering" "Client Data" or "Client Responsibilities" sections of this Agreement, failure to make payment when due, or if in Addova's sole discretion, the Hosting services or any component thereof are about to suffer a threat to security or stability. Addova will provide Client advance notice of any such suspension in Addova's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Addova will use reasonable efforts to re-establish the affected Hosting services promptly after Addova determines, in its reasonable opinion, that the situation giving rise to the suspension has been cured; however, after any suspension period, Addova will make available to Client the Client Data and Hosting as existing in the Production environment on the date of suspension. Addova may terminate the Hosting services under an order if any of the foregoing causes of suspension is not cured within thirty (30) days after Addova's initial notice thereof. Any suspension or termination by Addova under this paragraph shall not excuse Client from its obligation to make payment(s) under this Agreement.

5) CLIENT DATA

5.1. Client exclusively owns all rights, title and interest in and to all Client Data which may include personally identifiable information. Client Data shall be considered to be Confidential Information under the Agreement. Client Data will be stored and processed in the Data Center Region specified in the Hosting Listing. Addova shall not access Client's user accounts, or Client Data, except (i) in the course of data center business operations if required, (ii) in response to Hosting or technical issues, or (iii) at Client's specific request as reasonably required in the provision and support of Hosting.

5.2. Addova may utilize subcontractors in the provision of Hosting Services so long as such subcontractors are bound to contractual terms no less protective of Client's rights provided hereunder and provided further that any use of subcontractors in the operation of any applicable data center is subject to the same security controls and audits as if performed by Addova employees. The Parties understand and agree that Addova remains fully liable under the terms of the Agreement for any breach caused by a subcontractor of Addova.

5.3. In case of a Force Majeure Event, Client acknowledges and agrees that Client Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the Hosting Listing.

5.4. Client agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable Hosting Offering.

5.5. Data availability, retention and destruction post expiration or termination of the applicable Hosting Offering will be as follows: (i) Client Data will be available to Client during the Subscription Term and may be retained by Addova for a period of no more than thirty (30) days from the effective date of expiration or termination. (ii) A record of Client Data required to support audits of the billing transactions that occurred during the Subscription Term will be retained in accordance with Addova's data retention policies for such activities and in accordance with the Agreement, including, without limitation, Article 6 (Security) of this Hosting Addendum. All other Client Data will be deleted from all Production and Non-Production Environments within sixty (60) days of such date.

6) SECURITY

6.1. Client is responsible to maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of Confidential Information and Client Data.

6.2. Addova will not be responsible for any unauthorized access, alteration, theft or destruction of Client Data, unless caused solely as a result of Addova's negligence or intentional misconduct, in which case Addova's only obligation and Client's exclusive remedy is for Addova to use commercially reasonable efforts to restore the Client Data from the most recent back-up. Addova is not responsible for unauthorized access, alteration, theft or destruction of Client Data arising from Client's own or its Authorized Users' actions or omissions in contravention of the Documentation.

6.3. In the event that Addova has determined that a Security Breach will or is likely to cause harm to the Client or an Authorized User, Addova will, as promptly as practicable but in no event later than as required by law, provide Client with notice of the Security Breach. After initial notification, Addova will keep Client updated at periodic intervals on the steps taken by Addova to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Client to minimize potential damages. Such report will be provided promptly but no later than thirty (30) days following completion of the report. The Parties understand and agree that if Addova is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused.

7) HOSTING ASSURANCE

7.1. Upon the start of the Subscription Term, Addova will send an email to Client's technical contact, identified on the Schedule, providing information to connect and access Hosting and Hosting Assurance.

7.2. The Client shall be provided with Hosting Assurance during the Subscription Term in accordance with Addova's Policies. To access Hosting Assurance, Client may utilize the Addova toll free number, website, or other notification mechanism as Addova may designate from time to time.

7.3. Access to Hosting Assurance is limited to Your ability to see any downtime detector for Hosting Offerings, as per the Hosting Upgrade Policy. Extended support agreements for technical issues are available under the Support Offerings.

7.4. For any Hosting Assurance, Client should be prepared to provide to Customer Care personnel all pertinent information, in English, including but not limited to, Client number or site identification number, incident severity, Hosting Offering, Hosting environment (Production or Non-Production), incident description, and a technical contact familiar with Client's environment or the problem to be solved. Client must use reasonable efforts to communicate with Addova in order to verify the existence of the problem and provide information about the conditions under which the problem could be re-created.

7.5. Upon receiving Client's technical contact information, Hosting Assurance will be provided in a timely and professional manner by qualified engineers. Hosting Assurance shall consist of: (i) Access to Addova website for 24x7x365 and access to Addova Downtime Detector product and Documentation, incident severity description with response objectives listed, Frequently Asked Questions, samples, webcast recordings and demos, usage tips and updates, as such are made generally available by Addova. (ii) If subscribed to Support Offering, access to Addova help desk and the ability to open and manage support incidents via Addova support online or by telephone. (iii) Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2- 4. (iv) If applicable to the Hosting Offering, Non-Production environment support: Normal business hours for incidents of all severities. (v) Interactive remote diagnostic support allowing Addova support engineers to troubleshoot an incident securely through a real-time browser based remote control feature for support issues which may be resident in Client's software or systems.

7.6. Additional support such as file storage, point in time backup, periodic file refresh and basic reporting may be available at Addova's discretion according to the type of Hosting Offering provided and where indicated on the Schedule or in the Hosting Listing. Any additional support requirements are by prior written agreement of Addova.

7.7. During the Subscription Term, if Client requests specific scripts, connectors or customizations in order to optimize usage of Hosting, Client may request Addova to provide such services. Such services will be provided through a Professional Services agreement with Addova for a separate fee, or as mutually agreed by the Parties.

7.8. Addova Administrator. Client agrees to appoint at least one administrator and a backup administrator that shall serve as Addova's primary contact for assurance and services ("Addova Administrator"). Client agrees that these Addova Administrators will complete the necessary coursework to comply with our then-current requirements for the Addova Administrator designation. Addova will rely on all oral and written orders and instructions issued by these Addova Administrators, including without limitation, instructions to initiate work and incur expenses on Your account. Client may select and reassign Addova Administrators, provided that any replacement meets the then-current requirements for the Addova Administrator designation. Provided that Client is current on payment of all Assurance fees Addova will provide basic Customer Care to Client's Addova Administrator(s) at no additional costs, in Your company demographic, which is exclusive of implementation support time and generally limited to non-technical support. Client's Addova Administrator and Addova will mutually determine corrective actions.

8) MAINTENANCE AND UPGRADES

8.1. At any time without notice, Addova may update, improve, modify or add new functionality to Hosting during the Subscription Term for optimization of Hosting as necessary in order to maintain performance and/or fix any issues during the Subscription Term.

8.2. At any time without notice, Addova may make changes or updates to the Hosting infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within

Data Center Region, etc.) during the Subscription Term, including to reflect changes in technology, industry practices, and patterns of system use.

9) CLIENT RESPONSIBILITIES

9.1. Client is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing Hosting. All applications residing within Client environment or installed on 3rd party service providers on behalf of Client that integrate to Hosting shall be managed and supported by Client. Client is also responsible for managing components that are downloaded onto their environment such as, operating systems, web browser based software plug-ins that extend Hosting.

9.2. As Client may integrate or utilize third party links to other software, hardware or other services which are associated with, or otherwise available through the Hosting, Client agrees that it and/or its Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion. Addova shall have no responsibility or liability with respect to such third party links used by Client's and/or its Affiliates, its Authorized Users or for any act or omission of any such third party provider.

9.3. Client shall not: (i) make Hosting available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to Hosting (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of Hosting or the data contained therein; (iv) attempt to gain unauthorized access to the Hosting or its related system or networks; (v) use Hosting to provide services to third parties except as expressly permitted by the Agreement; (vi) use Hosting in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice Addova's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the Hosting; or (ix) perform or disclose any of the following security testing of the Hosting environments or associated infrastructure: Network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Client of its obligations under this section shall be considered a material breach of the Agreement.

10) WARRANTY

10.1. Addova warrants that during the Subscription Term, the Hosting shall perform materially in accordance with the applicable Documentation subject to Client's compliance with the Agreement. During any trial, evaluation or if the Addova Offering is provided free of charge, this warranty shall not apply.

10.2. The Hosting relies upon the availability of data centers. Although Addova uses reasonable efforts to provide maximum data center availability, there is a possibility that the data center may become inaccessible or unavailable as a result of code upgrades, operating system instability, power failures, internet outages or other causes beyond Addova's control, and Addova shall be held harmless for and against any such event(s).

10.3. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY ADDOVA. FURTHER, ADDOVA DOES NOT WARRANT THAT THE HOSTING IS BUG FREE OR THAT THE HOSTING WILL PROVIDE ANY PROTECTION AGAINST VIRUSES OR ANY NETWORK INTRUSION OR SECURITY BREACH, OR THAT THE USE OF HOSTING WILL BE UNINTERRUPTED OR ERROR FREE.

11) WARRANTY REMEDY

11.1. If it is established that Addova has breached the above warranty, Addova may, at its option, (i) use reasonable efforts to cure the defect in the Hosting; (ii) replace the Hosting with Hosting that materially conforms to the specifications in the Documentation; (iii) in the event Addova cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), Addova may terminate the subscription to the Hosting and provide a refund of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Client must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are Addova's sole obligation and Client's sole and exclusive remedy for breach of the above warranty.

12) SERVICE LEVEL OBJECTIVES

12.1. Addova: (i) intends to provide at least 99.99% uptime of Hosting, except for Scheduled Downtime or Force Majeure Events, (ii) shall use commercially reasonable methods to limit Scheduled Downtime so that disruption to Your business is minimized, (iii) will use commercially reasonable methods to protect the security and integrity of Client data, (iv) will include all software updates at no additional cost, except where Addova may, at its option, enhance the functionality, utility or efficiency of Software by producing new versions or add-on modules during the life of this Agreement. Upon Client's request Addova will provide information regarding the terms and conditions, including additional fees, if any, required to license such new versions or modules.

12.2. If Client cannot access Hosting during the Subscription Term, Client should contact Addova to receive Hosting Assurance.

12.3. The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Client networks or domain name server issues; (iv) Client's configuration, scripting, coding drafted by Client without Addova's authorization or knowledge; (v) internet outages; (vi) outages requested by Client; (vii) Client changes to its environment which hinder Hosting production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Client to log in to Hosting service because of dependence on non-Addova provided services or components.

EXHIBIT A – Addova Add-On Services

Addova Add-On Services provide additional features and/or capabilities for Addova Services, with subscriptions made available (depending upon the Utilized IaaS) under an Order for an additional Fee. The Subscription Term for Addova Add-On Services run concurrent with the Subscription Term for Addova Services. Addova Add-On Services are governed by and subject to the Addova Agreement ("Agreement"). Capitalized terms in this document have the meanings ascribed in the Agreement.

Addova Add-On Services currently include:
- Network Monitoring
- Disaster Recovery Protect SaaS Data
- Disaster Recovery Protect Onsite & Cloud
- Disaster Recovery Protect Storage

The Recovery Protect Service is designed for organizations looking to supplement their overall program and procedures for copying and business continuity with additional capabilities for copying, back-up and recovery of Client Content. The Protect Recovery Service is made available, where Hosting is the Utilized, on a subscription basis for the Subscription Term and Fees described in an Order.

When Client activates the Recovery Protect Service, Client can create backups of the disks containing the Client Content used with persistent desktops based on the configuration set by Client in the Addova Control software.

Prior to any activation of any Add-On Services, Client must configure with the proper settings in the Addova Control software. Client is responsible for completing this configuration in advance as instructed by the Documentation for the Add-On Service. Without this prior configuration, the Recovery Protect Service cannot be activated.

The elements and requirements of the Recovery Protect Service and this Service Description are subject to change without notice.