

**PRODUCT SPECIFIC TERMS & CONDITIONS****Addova® Managed Services Terms and Conditions Schedule**

In addition to the Service Agreement between Addova and Customer, including any document incorporated by reference therein (collectively the “**Agreement**”), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to Addova’s Managed Services Subscriptions (“**Managed Services**”). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. In the event of a conflict between this Schedule and the Agreement, the Agreement shall control with respect to the Managed Services. The Managed Services are governed by the Work Order, The Agreement and this Managed Services Agreement. You represent that you have read and understand all the provisions of this Managed Services Agreement. The parties agree as follows:

**PLEASE READ THIS AGREEMENT CAREFULLY. BY PURCHASING THE SERVICES YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE PRIVACY POLICY, USER AGREEMENT AND OTHER POLICIES**

Addova may in its sole discretion change or modify this Agreement at any time. We will post a notice of any significant changes to this Agreement on the Company website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page, together with any options made available. If no effective date for the changes are specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement, you are not authorized to use or access the Managed Services

**DEFINITIONS.**

In addition to terms defined elsewhere in this Agreement, the following capitalized terms will have the following specified meanings:

“Secure Remote Access” (“SRA”) means Remote Access and VPN that provide secure access to Addova via the Internet.

“Managed Services Activation” means once Managed Services is ordered, Addova will determine the appropriate Managed Services configuration based on a questionnaire to be completed by the Customer. An Addova network operations center (“NOC”) engineer will then configure and activate the Managed Service via jointly agreed to scheduled activation call with the Customer.

“Managed Service Subscription” means a specific product or service with a description of work, product, license, module, update, configuration, security maintenance or other task for item listed in Work Order

“Entitlement” means the tier of support purchased by Addova for the Managed Service Subscription. There are six (6) entitlements described as follows:

- “PPI” means support Services that may be available as a one-time pay-per-incident service for a one-time support service on an individual device for a fixed fee.
- LVL1 – means Initial support to an end-user-who has initiated a request for support. Includes: Verification and validation of entitled

licenses, dispatch of the request for support. Gathering and identifying errors in logs, answering installation, configuration and usage questions, problem isolation and identification, determination if the problem is documented in publications and review of symptoms-solutions for known problem resolutions, addressing the most basic customer issues that can generally be resolved with reference to vendors customer support, webpages, including password recovery, website navigation assistance, and basic procedural “how-to” questions.

- “LVL2” – Perform an in-depth analysis of the suspected problem. Includes: Attempt to recreate the problem and provide an acceptable problem resolution or workaround.
- “ADMINISTRATION” - Solve problems that are determined to be, or highly probable to be, the result of a design of a manufacturing defect, or the result of a complex interaction between product and another product that cannot be resolved and requires product design knowledge or expertise to isolate and affect a problem resolution. Configuration and changes to the Managed Services. Upgrading and installing the product. Integration and comprehensive debugging to include direct interaction with developers.
- “SECURITY” – Access ID Setup, Password resets, Security Patching, Root Access, and security policy with SOC type II controls.
- “LICENSE” – means offerings distributed by Addova may be offered under the following licensing models depending on the individual offering requirements: (i) Software as a Service (“SaaS”). SaaS Offerings give Customers the right to access and use the SaaS. Offering by Addova paying a monthly fee to its authorized reseller or distributor. SaaS is billed monthly. (ii) Subscription Licensing. “Subscription License” means, Addova has a license to access and use the Offering for a designated term by paying a fixed monthly or annual fee to authorized reseller or its distributor. (iii) Perpetual Licensing. “Perpetual License” means Addova license for a specific version of an offering indefinitely for a license fee established by Addova to its authorized reseller or its distributor. A separate maintenance fee shall be necessary for access to support and maintenance.

“Managed Service Support” means Addova provided support to aid Customers with questions, problems or changes with Managed Services Entitlements, the specific Managed Service and entitlement for issue resolution or change requests for entitlements of LVL1, LVL2, ADMINISTRATION, SECURITY, LICENSE or PPI tabulated next to the “Item” in the Work Order for that which Customer is entitled.

“Managed Services CPE’s” means setup may be comprised of an appliance(s) installed at the Customer’s facility and managed remotely. If the service becomes unavailable due to a device failure, a replacement device will be shipped to Customer’s location and installed remotely when received. A HA option may be available to prevent downtime due to device failure.

“Service Level Responses” means customers should not log more than one request or change for each ticket. Tickets received with multiple requests and do not meet the scope of agreed to support or attempt to bypass unpaid Managed Services Subscriptions will be closed. Managed Services Change Request should be planned in each monthly Customer meeting and will not qualify as an emergency request

without good cause or security incident.

“Remote Access” – means End user VPN (IPsec or secure sockets layer (“SSL”)) connectivity. Online interface available for Customer (i.e. username and password). Integration with Customer-owned and/or managed directory service (“Active Directory or Universal Directory”) for end user authentication supported.

SD-WAN - Software defined wide area network.

CPE – Customer premises equipment.

3RD PARTY – means a named third party vendor or contractor (Not-Addova) is responsible for the Managed Service Subscription and all support which Addova is only an agent through ownership of the agreement where we leverage reseller privileges. Addova will assist during the design phase to assist Customer with portal or customer roster setup to vendor or contractor provided support and Services where agreed.

## PURPOSE

Managed Services are generally a good option for mid or large cap corporations that may have a need for a Subject Matter Expert in managing one or more specific products or services in which there may exist a gap. In general small businesses without any support resource or agreement are discouraged from using this option, as End-Users will generally not have the knowledge to derive what entitlements are available for what subscriptions. Those businesses looking for a comprehensive End-User or Helpdesk support are encouraged to explore our dedicated Support offerings that will provide for those general IT, workstation, user and printer issues.

## SCOPE OF SERVICES

Addova agrees to provide the Managed Services in accordance with the Subscription descriptions available on the Work Order and the scope outlined in the Work Order for each item. Managed Services that include transformation and design will require an agreed to schedule which Customer will not reasonably withhold approval or delay.

Changes to Order. Any changes to the scope of design or services must be documented in writing and submitted through Company’s ticketing system (the “Change Order”). In the event of a conflict between the terms of the Work order and a Change Order, the Work Order shall govern.

For all Managed Services Subscription “Description” there is no included or assumed Entitlements unless in the Work Order. If you enroll in a subscription program, the subscription is valid only under your Addova order that is associated with the orders or devices. To enroll in and use your Managed subscription, you will be asked to validate your Addova account ID, email and phone number. You may not share or sell your subscription. You are responsible for any activities that occur under your subscription. End-Users attempting to use Addova NOC services where no Entitlement exists and after a warning may be suspended subject to FEES. Customer understands that for Addova to provide excellent service to all Customers we must plan in accordance with Entitlements.

Customer affirms that it and its End-Users are or their management is experienced in supporting and using the products that interact with Managed Services Subscriptions and that Customer does not expect or rely upon, nor has it received, any guidance or assistance from Addova with respect to its method of operation or the conduct of its business use with software used with Managed Services Subscriptions.

Addova will provide reasonable training to Customer’s installers and customer technical agents during Design.

## CUSTOMER RESPONSIBILITIES

You agree to perform all tasks required and to provide all necessary assistance and cooperation to Addova in order to complete the Managed Services in a timely manner. It is solely your responsibility to provide any project management, equipment or software that may be necessary for your use of the Managed Services and to ensure that such equipment and software are compatible with the Managed Services. To the extent that the performance of any of Addova’s obligations under this Agreement may depend upon your performance of your obligations, Addova is not responsible for any delays due to your failure (i) to perform your obligations in a timely manner. (ii) provide timely information for all authorized points of contact remains current; (iii) notification of any network security architecture changes that could generate false alerts at least twenty-four (24) hours before such a change.

Customers’ employees or agents will be responsible for providing support for which Entitlement is not listed by Item in Work Order. Entitlement (as such term is defined in Definitions). Addova will provide its standard customer service to all subscribers with a dedicated service line, and will assist LVL1 AND LVL2 employees or agents with entitlements to ADMINISTRATION.

Consent for Remotely Based or Data-Connected Services. The software used with the Services may connect to Addova and other service providers over a data connection (e.g. the internet or a wireless carrier). In some cases, you will not receive a separate notice when they connect. By using the Services, you consent to the transmission of information via the Services.

Remote Access. To provide the Support Services, Addova may be required to connect remotely to your device, which allows us to access and control your device, view your device screen, install software and change settings on your device. We may ask you to download or accept Addova or third-party software licensing terms to establish the remote connection. You are responsible for any download charges that may apply and for paying the fees charged by your data connection provider(s) (e.g. via internet, or Wi-Fi or wireless carrier). Those fees are in addition to any fees you pay us for the Managed Services and we will not reimburse you for them.

We may run diagnostic tools on your device to determine whether it meets the minimum system requirements for us to perform certain Managed Services, such as upgrades. You must agree to this step for us to provide those Managed Services. If we are unable to establish a remote access connection to your device or complete any of the above steps, we may not be able to provide Entitled Services.

Software Installations/End User License Agreements/Authority. If the Entitlement Service includes software installations, regardless of whether the software is provided by Addova or a third party software provider, you must have your software and software product keys available before installation. By providing Addova with information, software or applications to install or transfer on your behalf, you represent that you have the right to authorize Addova to take such action. You understand and acknowledge that Addova may need to accept End-User License Agreements (“EULAs”) on your behalf for such software installations and you agree to comply with any EULAs. If you request installation of software from a third party software provider in connection with the Support Services, we will give you the opportunity to review the corresponding EULA; you assume sole responsibility if you decide not to review it. You understand and agree that Addova does not control the terms of any third party EULAs and will not review

such EULAs prior to accepting them on your behalf.

Customer will bear responsibility of determination of Entitlement support for Managed Services and should be experienced in all Systems not part of the Managed Services Subscriptions such as the installation, operation, and maintenance of hardware, desktop, server, network operating systems, storage, and applications. Many support incidents are actually issues with third party components and software; as such, your staff should try to become familiar with as many of these technologies as possible to avoid FEES.

#### LICENSE GRANT

Solely for purposes of providing the Managed Services you hereby grant to Addova a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute, photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, intellectual property, or material (whether written, graphic, sound, or otherwise) you provide, including without limitation, your logos and trademarks (collectively, "Customer Content"); and (ii) make archival or back-up copies of the Customer Content. Except for the rights expressly granted above, Addova is not acquiring any right, title or interest in or to the Customer Content, all of which shall remain solely with you.

#### DESIGN, TRANSFORMATION AND SETUP

In the event the Managed Services include transformation or one-time setup consulting services, the design of the solution shall be in substantial conformity with reasonable specifications provided by you to Addova and within the scope of work provided by Addova to you in the Work Order. You will deliver your specifications to the design agent during the initial consultation (approximate duration of 45 minutes) and/or through the email ticketing system. Upon Company's completion of the design, you will have the option to either (i) review the solution with a Company representative during an additional phone consultation (approximate duration of 30-45 minutes), or (ii) a thirty (30) minute video walkthrough of the solution. The review is to provide you with the basics of the backend of the solution so that you can take control of maintaining the solution. As stated below, once the Solution design is completed, you are solely responsible for the maintenance of the solution including without limitation, backing up the solution and identifying and/or resolving any security or malware issues. Once the solution design is complete, Addova is not responsible for maintaining the Managed Services.

You are encouraged to provide as much instruction and direction as possible with design submission.

**Accessibility of Managed Services During transformation.** Throughout the construction of the prototype and the final Managed Services, the Managed Services may NOT be accessible to you through your account control management. Please note that you should not make any changes to the prototype during the construction phase unless instructed to do so by us. Altering systems during Managed Services construction may cause delays in the completion of the Managed Services.

**Content Delivery.** You must provide Company with the complete Customer Content for all solutions of the Managed Services within thirty (30) days of the date of your initial purchase of the Services. If you do not submit complete Customer Content by such deadline, Company may cancel the project and you are not entitled to any

refund.

**Copyright to Solution.** You acknowledge, understand and agree that Addova may use its own and/or may purchase third party licenses for products or services that are necessary for Addova to design and develop the Managed Services. Such products may include, but are not limited to, server-side applications, clip art, "back-end" applications, music, stock images, or other copyrighted work (collectively, "Third Party Assets") which are required for Company to design and develop the Managed Services. You further acknowledge and understand that any Third Party Assets used to design and develop the Managed Services are owned by Addova and/or its licensors and cannot be transferred to you, and are hereby expressly not transferred to you. As between Addova and you, all Third Party Assets shall remain the property of Addova and/or its licensors. You are prohibited from using any Third Party Assets on a stand-alone basis separate from the Managed Services and from removing any metadata from any Third Party Assets. Third Party Assets that are owned or purchased by Addova may also be used in the design and development of Managed Services for other Company customers. Subject to the limitations set forth in this Section, upon payment of the Fees due to Company under this Agreement, you shall retain a worldwide right, title, and interest in and to the Content. Addova and its licensors expressly retain the right to display graphics and other design elements of the Managed Services as examples of their work in their respective portfolios.

#### FEES

The fees for the Managed Services shall be presented to you at the time of your purchase and set forth in the Work Order (the "Fees").

**Project Abandonment.** If after repeated attempts to begin, continue, or finalize the Managed Services design or transformation Services, you fail to participate, or become otherwise unresponsive to Addova's requests for a period of two (2) months or longer, the project may be considered abandoned and you shall not be eligible for a refund of any kind.

**Payment and Account Information.** To purchase a PPI Service or a Support Service subscription, you must provide a payment method and necessary information (e.g. credit card or debit or check card number required to purchase the Support Services). We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment. If you purchase a Support Services subscription, you may have it billed to your credit/debit card monthly (if available in your region) or annually until cancelled.

**Hosting Payments.** You must maintain the hosting account(s) connected with the Managed Services in good standing. Any delays by Company in delivering the Services will not be a reason to delay payment for hosting services. If your hosting account becomes past-due, Company may delay or suspend the Services until the account is in good standing. Failure to pay for hosting services may also result in cancellation of the Services without a refund.

**Automatic Renewals.** By purchasing the Services, you agree to allow Company to place your account on a recurring payment plan. The account will automatically be re-billed according to the term length of the Services you select in your initial purchase. The Fees will automatically be re-billed up to sixty (60) days prior to the payment date for each Renewal Term unless you cancel.

**Refunds.** Unless otherwise specifically stated in this Agreement, the Fees for the Services are nonrefundable.

**EXCLUSIONS, LIMITATIONS AND RESTRICTIONS**

Any equipment provided by Addova, as part of the Managed Services Service remains the property of Addova and must be returned to Addova upon termination of Managed Services Service in accordance with the terms and conditions of the Agreement. The appliances provided by Addova will be managed and maintained solely by Addova and Customer will not have direct terminal access to the appliance when Addova is responsible for ADMINISTRATION or SECURITY. Any cold spare equipment obtained through the Managed Services Service will not receive any firmware or configuration updates. Out-of-territory locations (i.e. geographic locations in which Addova does not have a field operations presence) will receive best-effort break/fix and issue resolution support, regardless of purchased Addova Service tier.

Customers who provide Customer-owned equipment or Bring-Your-Own-Services for the Managed Services Service will not receive support from Addova and are responsible for contacting the equipment manufacturer to place a service request when a service failure determination is made by Addova.

**Data Backup.** You understand that data can be inadvertently lost, corrupted or breached, and agree that you are wholly responsible for the backup of any and all data, software, information or other files stored on your device, including all disks and drives, or other associated devices (collectively, "Your Data") before receiving the Managed Services. You further understand and agree that Addova may need to transfer Your Data, including any confidential, proprietary and personal information stored on your device, to third party service providers in order to perform the Managed Services. Any transfer will be done in accordance with our Privacy Statement. To the maximum extent permitted by law, Addova is not responsible or liable for any disclosure, loss or corruption of Your Data.

Without limiting the foregoing, the Customer assumes full responsibility for the provision of the Products and Services to the Customer and End Users and grants to Addova the necessary licenses and permissions required in order to gather, receive, process and use Customer or End User data (including personal data) in the course of their access to the Managed Services subscriptions.

Addova reserves the right to sell the services and Products and any other products and services directly and through any other remarketers, dealers, distributors, sales representatives or other channels, and for any purposes, including without limitation the marketing and provision of upgrades to the Services and/or other products and services to Customer or End User that has previously obtained a Service from.

Addova shall have no responsibility for providing any such equipment except to the extent Customer purchases a Device or other Product in accordance with this Agreement and as set forth on Work Order. Addova disclaims all responsibility and liability for any losses in relation to equipment provided by a third party or which is not authorized by Addova, and for any Service interruptions caused by or arising in connection with the Customer and/or End User's broadband connection or broadband modem.

Customer will not contact Addova support or NOC for services with no Entitlements and/or Managed Services Subscriptions purchased in the in the work order and only for those specific subscriptions. Customer has the responsibility and requirement for providing all training to END-USERS unless otherwise stated by Work Order, and for any Service interruptions caused by or arising in connection with the Customer and/or End User's failure to purchase support or staff.

**NO WARRANTY, LIMITATIONS OF REMEDIES**

NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND ADDOVA DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICES, SOFTWARE, DIAGNOSTICS, OR OTHER MATERIALS OR INFORMATION WE PROVIDE. YOU BEAR THE ENTIRE RISK OF THE SUPPORT SERVICES' QUALITY AND PERFORMANCE.

**LIMITATION OF REMEDIES.** If the law provides any implied warranties despite the exclusions and limitations in this Service Agreement, your remedies are limited as determined by us, in the case of services to Re-performance of the Managed Services. This is your only remedy for a breach of warranty or condition, even if the remedy fails of its essential purpose.

Unless the law mandates otherwise, we will determine the remedies provided. You may have additional consumer rights under the law, which this Service Agreement cannot change.

**LIMITATION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION OR THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR FOR FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY A PARTY OR FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**YOU ARE RESPONSIBLE FOR YOUR USE OF THE MANAGED SERVICES AND ARE LIABLE FOR ANY RESULTING DAMAGE THERE FROM TO THE MAXIMUM EXTENT THE LAW PERMITS.**