

PRODUCT SPECIFIC TERMS & CONDITIONS**ADDOVA® SUPPORT SERVICES SUBSCRIPTION**

In addition to the Master 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 End-Client support and Remote Smart Hands ("**Support 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 and Work Order shall control with respect to the Support Services. 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 Support 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.

"Support Services Activation" means once Support Services is ordered, Addova will determine the appropriate Support Services configuration based on a questionnaire to be completed by the Customer. An Addova Technical Service Architect ("TSA") will then configure and activate the Support Service via jointly agreed to scheduled activation call with the Customer.

"Support 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 Support 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. Configuration and changes to application UI. Upgrading and installing the product. and debugging to include direct interaction with developers. ID Setup, Password resets, Security Patching, Root Access, and security policy with SOC type II controls.

"Support Service" means Addova provided support to aid Customers with questions, problems or changes with Entitlements, the Support Service and entitlement for issue resolution in the Work Order for that which Customer is entitled.

"Support Services CPE's" means setup may be comprised of an appliance(s) installed at the Customer's facility and managed remotely. If the support is unable to resolve via a SRA session a technician will be dispatched to Customer's location for On-site Support.

"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 and will be closed. Support Services Administrative requests should be planned in advance 3-5 business days.

"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. RMM software will be required per device and will be subject to a one-time install FEE.

CPE – Customer premises equipment.

PURPOSE

Support Services are generally a good option for small business of 10-100 end-users that need IT support and professional services without the cost of maintaining their own IT department. These services cover General Remote How To, Microsoft Office, Windows, MacOS, Adobe, Intuit, Browser, Antivirus, email, printer setup, server monitoring, patches, user setup and password changes.

SCOPE OF SERVICES

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

Support will endeavor to respond to Customer's initial Incident request within the corresponding time frames, named users, devices or agreed dedicated resources in Work Order. Incident requests initiated after Addova business hours, as may be appropriate, will be handled on the next business day unless after hours service is purchased. Installation fees for remote management software and subscriptions will apply for

each device if Addova RMM software is not installed and End-Point help is requested.

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 Support Services Subscriptions End-Users will be required to enroll in and use our PSA tool, you will be asked to validate your 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 Support services without Entitlement will be required to register and for a one-time FEE assist you with installation of the appropriate software client.

Addova will provide reasonable on-boarding training to Customer's and customer technical agents during Design.

Tier1 and Tier2 support services are available exclusively to Customers that select "Support Services Subscription" based on count of workstations and/or servers or through "Remote or On-site Smart Hands" based on a dedicated named resource through qualified Work Orders. Customer's Managed Services Subscriptions are for specific ongoing Administrative setup, maintenance, upgrades, advanced changes/troubleshooting, monitoring, integration, proactive health checks and Security expertise specifically in a work order. **Customer's with Managed Services Subscriptions are expected to provide all Tier1 and Tier2 support for End-Users unless purchasing "Support Service Subscription" and these Terms otherwise do not apply. Customer's found using Managed Services or other Professional Services as a end-point tier1/2 helpdesk will be subject to Pay-Per-Incident charges.** See Managed Services Terms at www.addova.com/legal. Customer's who have Support Services or Smarthands should not rely on End-Client support for the advanced setup, maintenance, integrations, upgrades, security, or any other advanced subject matter expertise and may be quoted separately through professional services, consulting or a Managed Services subscription.

SEVERITY LEVELS AND PROCESS

Critical "Critical" Incident means an Error causing catastrophic failures that severely impact the Company's ability to conduct business. Company's systems are down or not functioning and business operations are severely disrupted.

Urgent "Urgent" Incident means an Error causing major functionality to be degraded in which the Company's operation is disrupted but there is an ability to remain productive and maintain necessary business-level operations.

Normal "Normal" Incident means an Error causing partial loss of non-critical functionality. The Error impairs some operations but the Company can continue to function.

Low "Low" Incident means a general usage question, cosmetic issues, request for future product enhancements or modifications

An "Error" is a failure of a Platform to perform in accordance with the Documentation, subject to limitation and exclusions in the Agreement and the Incident Rejections below.

a. Tier 1 ("LVL1") Support and First Response to Incidents. Customer shall direct End Users to make all inquiries regarding the operation of the Support Service generally or in conjunction with an incident involving the Desktop Support requiring technical support (each an

"Incident") in Work Order directly to designated technical support personnel. For each Incident submitted to Addova by an End User, Customer (and not Addova) has the obligation and responsibility to provide the necessary response and/or technical support directly to the End User for non-IT, non-functional or systems out of scope. Addova shall diligently attempt to address and resolve all such Incidents. Only after an unsuccessful attempt at resolving an Incident and after Addova reasonably determines that the Incident is due to a failure of the Services or considered an administrative action, Addova may submit the Incident for resolution assistance to 3rd Party (via the below procedure) through its designated support contacts ("Designated Company Contact"). The Designated Company Contacts shall be Administrative Users who have been trained on the Issue Platform and are familiar with the Documentation. A Designated Support Contact may report the issue to Addova by initiating and submitting a technical support request via a Addova contact mechanism (a "Support Ticket"), providing the following information for each Support Ticket: (i) Company name and contact info; (ii) Designated Company Contact name and contact information; (iii) Requested severity level; (d) a description of the Incident and reported Error; and (e) steps take to address/resolve and any additional information, if any, relevant to the Incident and reported Error.

b. Tier 2 ("LVL2") Support and Addova Involvement. After receipt of a Support Ticket from a Designated Contact, Addova then will respond in accordance with the level of Support Services subscribed by Company (i.e. Standard Support or Premium Support). Note that Addova is not obligated to: (i) work on an Incident if there is insufficient information provided by Company to facilitate investigation and analysis; (ii) work on an Incident that cannot be reproduced; (iii) work on an Incident related to MANAGED SERVICES SUBSCRIPTION which has been modified by customer or a third party (other than a representative of Addova); or otherwise in breach of the Agreement; (v) work on an interoperability issue caused by third party software or devices and/or where the issue also occurs without the presence or operation of the Addova Support; or (vi) work on any Incident attributable to any other cause external to the Addova Helpdesk Services (such as External Software or Company Content) or otherwise beyond Addova's reasonable control (each an "Incident Rejection"). Addova may identify an Incident as an Incident Rejection in its sole determination and Addova's failure to perform Support Services with respect to an Incident Rejection shall neither be deemed a breach of the Agreement nor a failure to respond to or resolve the Incident. Company acknowledges and agrees that not all Errors can be corrected. Support tickets may be closed by Addova if Addova determines that the Incident or issue is not a failure of the Helpdesk Support provided in Work Order to comply with the Documentation or if the Designated Company Contact fails to respond to queries from Addova regarding the Incident for more than ten (10) consecutive business days. Company may re-open a closed technical support request if Company has new information related to the Incident.

CUSTOMER RESPONSIBILITIES

You agree to perform all tasks required and to provide all necessary assistance and cooperation to Addova in order to complete the Support 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 Support Services and to ensure that such equipment and software are compatible with 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.

Addova's agents will be responsible for providing support for which Entitlement is purchased in Work Order.

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 Support 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 Support Services. You must agree to this step for us to provide those Support 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 Support Services and should be expected to timely approve professional or Managed Services Subscriptions that are beyond the scope of work order to which we are working a open ticket for your End-User.

LICENSE GRANT

Solely for purposes of providing the Support 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 Support 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 for Executive Resource Planning

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

Accessibility of Support Services During transformation. Throughout the construction of the prototype and the final Supportg Services, the Portals or complete Data set for 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 Support Services construction may cause delays in the completion of the implementation and on-boarding.

Content Delivery. You must provide Company with the complete Customer Content for all solutions of the Support 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 Support 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 Support Services. You further acknowledge and understand that any Third Party Assets used to design and develop the Support 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 Support 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 Support 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 Support Services as examples of their work in their respective portfolios.

FEES

The fees for the Support 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 Support 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.

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

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 Support 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 Support 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 Support 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 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.

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 Support 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.

EXCLUSIONS, LIMITATIONS AND RESTRICTIONS

On-site support is billed in addition to the normal monthly charges and include reasonable travel expenses outlined in your Work Order.

Phone System and 3rd Party support except to contact and open a request.