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OPSVIEW CLOUD ATTACHMENT TO ENTERPRISE TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING OPSVIEW PRODUCTS OR SERVICES. BY ACQUIRING OR USING OPSVIEW SOFTWARE OR SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THESE TERMS & CONDITIONS AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THESE TERMS & CONDITIONS. AN INDIVIDUAL ACTING ON BEHALF OF A CUSTOMER REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT CUSTOMER. IF CUSTOMER DOES NOT ACCEPT THESE TERMS & CONDITIONS, THEN IT MUST NOT USE OPSVIEW SOFTWARE OR SERVICES FOR ANY PURPOSE.

This Opsview Cloud Attachment (the "Attachment") is an addendum to, and is hereby incorporated into, the Opsview Enterprise Standard Terms and Conditions (collectively, the "Agreement"). This Agreement permits Customer to purchase Opsview products, software, subscriptions and services from Opsview pursuant to Opsview Order Forms referencing this Agreement and sets forth the terms and conditions under which Opsview Products are licensed.

Version: 1.0, Revision Date: 1st September 2019

1. Additional Definitions

Capitalized terms used in this Attachment shall have the meanings described below. Capitalized terms used in this Attachment, if not otherwise defined herein, have the meaning set forth in the Opsview Enterprise Standard Terms and Conditions.

"Access" is defined as the ability of the Authorized Users to log in and access Authorized User data.

"Authorised End User" means, collectively, any individual employees, agents, or contractors of Customer or Managed Services Customer accessing or using the Services under the rights granted to Customer pursuant to this Attachment.

"Contracted Hosts" means a defined minimum number of hosts that the Customer is initially authorised to monitor.

"Contracted Hosts Fee" means the periodic fees payable in consideration for the Cloud Service to monitor the Contracted Hosts. Monitoring Hosts in excess of the Contracted Hosts, will give rise to Additional Host Fees (as further set forth in Section 13).

"Cloud Service" means a subscription to a combination of Opsview Products and Subscription Services for the Term detailed in an Order Form.

"Customer Data" means information submitted by an Authorised End User or automatically uploaded to the Cloud Service by the Installable Components used by customer, including, but not limited to, host information, network information, user IDs and usage details.

"Installable Components" are the proprietary software components, referenced as "collectors", that are installable on personal computers, servers and other end user devices under Customer's control and that monitor and communicate with Orchestrator(s) as configured through the Cloud Service.

"Managed Services" are monitoring services provided by Customer to an unaffiliated third party, in the management of the third party's managed Hosts, which services provided by Customer utilise Opsview's Services under this Attachment to provide administration of such managed Hosts in accordance with this Agreement.

"Managed Services Customer" means an unaffiliated, third-party client of Customer that receives Customer's Managed Services for such third-party's internal business purposes from Customer, under the rights granted to Customer pursuant to this Attachment.

"Services" mean, collectively, the provision to Authorised End Users of access to Opsview's hosted proprietary online monitoring solutions (including documentation) and provided to Customer in a cloud model.

"Uptime" means the time during which Customer can access the Cloud Service, less any unscheduled outages. Unscheduled outages shall not include outages which are due to (i) Customer's or a third party's software or systems; (ii) Customer acts or omissions; (iii) any event of force majeure; or (iv) scheduled maintenance.

2. Order Form

The specific Cloud Service that Opsview will provide to Customer will be described in an "Order Form" signed by the parties or otherwise accepted by Opsview which may consist of (a) one or more mutually agreed order forms, statements of work, or similar transaction documents, or (b) an order placed by Customer with a Reseller, or (c) an order placed through the Opsview website by clicking the "Confirm" button. The parties agree that the terms of the Agreement will govern all purchases and use by Customer of the Cloud Service unless otherwise agreed by the parties in writing.

3. Delivery

Subject to the terms and conditions of this Agreement and the applicable Order Form, Opsview shall provide you with access to the Cloud Service through an Opsview designated website and shall include instructions regarding how to log in and access the Cloud

Service through such website. Upon making this website available to you, you acknowledge and agree that the Cloud Service will be deemed to have been delivered to you.

4. Service

From and after the Effective Date and throughout the Term, Opsview shall provide the Cloud Service for access solely by Customer's Authorized End Users in accordance with the terms and conditions herein. Such use shall be limited to use of the Cloud Service for Customer's benefit of, or in relation to, the operation of Customer's business, including providing Managed Services. Opsview shall provide to Customer the necessary passwords and web addresses to allow Customer to access the Cloud Service (the "Access Credentials"). Opsview shall also provide Documentation to be used by Customer in accessing and using the Cloud Service. Customer acknowledges and agrees that, as between Customer and Opsview, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Cloud Service and shall cause Authorized End Users to comply with such provisions.

5. Installable Components

Subject to the terms and conditions of this Agreement, Opsview grants to Customer a non-exclusive, non-transferable right and license, solely during the Term, to install the Installable Components specified in the applicable Order Form(s), solely on systems owned or controlled by the Customer or the Customer's Managed Services customer, and to use during the Term solely for purposes of utilising the Cloud Service according to the Documentation.

6. Managed Services

Customer may utilise the Cloud Service to provide Managed Services to one or more third parties, provided that, as a condition of providing such Managed Services, Customer shall require the relevant Managed Services Customer(s) to agree to abide by terms and conditions at least as protective of Opsview, the Services, the Installable Components, and Opsview's proprietary rights as are the terms and conditions of this Agreement. In no event may Customer purport to make any representations, warranties or binding commitments on Opsview's behalf to any third party, and Customer agrees that it shall be responsible for all acts and omissions of each Managed Services Customer to the same extent that Customer is responsible for its own Authorised End Users.

7. Availability

Opsview uses commercially reasonable efforts to maintain availability of the Services twenty-four (24) hours per day, seven (7) days per week, in accordance with Opsview's policies. Opsview aims to achieve 99.8% Uptime.

Scheduled and unscheduled interruptions may occur, and Opsview does not warrant uninterrupted availability of the Services. Normal software or platform upgrades are scheduled for nights (typically 11pm to 7am) and weekends and designed to cause a minimum amount of interruption to Services availability. Customer will be notified (via email or otherwise) of scheduled interruptions in advance. If an unscheduled interruption occurs, Opsview will use commercially reasonable efforts to resolve the problem and return

the Services to availability as soon as practical. During these scheduled and unscheduled interruptions, Customer may be unable to transmit and receive data through the Services. Customer agrees to cooperate with Opsview during the scheduled and unscheduled interruptions if assistance from Customer is necessary in order to restore the Services to working order.

Opsview reserves the right to modify or temporarily suspend use of the Services or portions thereof. Opsview may also temporarily restrict Customer's access to parts of the Services for maintenance or system administration purposes without notice or liability.

8. Access Security

The Cloud Service is designed and intended to provide Authorised End Users with personal, password-controlled access to the Services. Thus, without limiting the generality of any of the other conditions or restrictions set forth in this Agreement, neither Customer nor any Authorised End User may directly or indirectly: (a) permit third party access, or take actions which result in access, or attempts to access, the Services from more than one computer at any one time per Authorised End User; (b) distribute or share any password with anyone; (c) permit anyone other than an Authorised End User to access the Services; Opsview may use automated procedures and other means to detect breaches of security, and may immediately disable and/or terminate access to Services for offending Customers or Authorised End Users. Opsview is not responsible for interruptions that may result from any such disabling or termination.

9. Consulting and Training Services

Any consulting services, training or other requirements not expressly stated in this Agreement, Order Form or in a separate statement of work signed by the parties are outside the scope of this Agreement and will only be provided for additional fees and subject to separate terms and conditions.

10. Customer Data

In the event of any termination of this Agreement or the applicable Cloud Service Term without renewal for the Cloud Service, Customer Data will be made available to Customer either from Opsview or through a third-party online storage provider for up to thirty (30) days after termination. Reasonable storage charges may apply. Thereafter, Opsview will promptly destroy all Customer Data stored by Opsview in connection with the Cloud Service.

11. Reporting

Customer acknowledges and agrees that the Opsview Cloud Service contains features that record and report, or permit Opsview to report, the Customer's usage patterns and incidents. The reports generated by these features typically include non-personally-identifying information such as the configuration of the user's computer and the code running at the time an incident occurred, the number and type of Installable Components and Hosts being managed by the Cloud Service, and the configuration and usage patterns for features (the "Usage Data"). Opsview uses Usage Data to develop a better understanding of how its products are performing and being used, and to protect its intellectual property.

12. Cloud Service Warranty

Opsview represents and warrants that: (a) it will use reasonable skill and care in providing the Cloud Service; and (b) the Services will be performed in a professional and workmanlike manner by qualified personnel. For any breach of the warranty set forth in this Clause,

Customer's exclusive remedy and Opsview's entire liability will be the re-performance of the deficient services, or if Opsview cannot substantially correct a breach in a commercially reasonable manner, Customer may terminate the relevant services and receive a pro rata refund of the Fees paid for the deficient services as of the effective date of termination.

13. Fees and Payment

In consideration for the Customer paying the Fees for the Cloud Service to Opsview or Reseller in accordance with the terms of this Agreement, Opsview agrees to provide the Cloud Service to the Customer in accordance with the terms of this Agreement.

A Contracted Hosts Fee is payable as detailed in the Order Form for the duration of the Term. In addition to the Contracted Hosts Fee, if the Customer's actual usage of the Cloud Service exceeds the number of Contracted Hosts during any day, additional Fees for any such excess will be calculated as follows.

The Cloud Service will automatically measure and transmit daily a sample count of the number of Hosts that are being concurrently managed by use of the Services (the "Daily Host Count"). At the end of each calendar month Opsview will use the Daily Host Count to calculate if the Daily Host Count has exceeded the Contracted Hosts level (such excess, the "Excess"), and if so the Customer shall pay Opsview, in addition to the Contracted Hosts Fee, additional daily Fees for such Excess at a rate defined in the Additional Host Fee Schedule detailed in the applicable Order Form and incorporated herein by reference (the "Additional Host Fee").

In the month following the end of each calendar quarter, Opsview will provide the Customer with an invoice (the "Invoice") that shall state the amount of the Additional Host Fee, if any, incurred each day of the preceding quarter and any applicable taxes. Customer shall pay all amounts specified in such Invoice within 14 days of the date of such Invoice.

14. Exclusions from Opsview's Cloud Service

Opsview is not obligated to provide Services in the following situations: (a) the Opsview Cloud Service has been modified or damaged; (b) the Defect is caused by Customer's or its Group Companies' negligence or its and/or their software, hardware or network malfunction or is caused by any Third Party Software which forms part of the Cloud Service; (c) the Defect is caused by third party software not licensed through Opsview or provided by Opsview; (d) the Customer has not paid the Fees when due; (f) Opsview's Cloud Service is provided on a no-charge or trial basis.

15. Termination of Cloud Service

Opsview reserves the right to discontinue part or all the Cloud Service should Opsview, in its sole discretion, determine that continued support for any part or all Cloud Service is no longer economically practicable. Opsview will give the Customer at least three (3) months prior written notice of any such discontinuance and will refund any unaccrued Fees the Customer may have prepaid with respect to the affected Cloud Service. Opsview reserves the right to suspend performance of the Cloud Service upon prior written notice if the Customer fails to pay any amount that is payable to Opsview or the Reseller under this Agreement within thirty (30) days after such amount becomes due. Opsview reserves the right to immediately discontinue the Cloud Service should Opsview, in its sole discretion, determine that Customer is offering Opsview support, Opsview software development or consulting services relating to Opsview to third parties without Opsview's prior

written consent. In such circumstances, this Agreement will be terminated with immediate effect and any unaccrued Fees will be forfeited by Customer.

Except as otherwise set forth in this Agreement, all fees paid to Opsview or Reseller are non-refundable. If Customer is paying Reseller for the Cloud Service, then access to the Services will only be granted when Opsview receives and accepts the signed Order Form and purchase order from the Reseller in respect of the Customer's order.

16. Survival

If this Agreement or an Order Form expires or is terminated for any reason, Clauses 10 and 13 of this Attachment (as the same are incorporated into each Order Form) and all other provisions of this Agreement which are intended to have effect or to bind either party following its expiry or termination, including Confidentiality, will survive such expiry or termination.