TERMS OF SERVICE

1. AGREEMENT.

This terms of service agreement (the "Terms" or "Agreement") is entered into as of the date on the Order Form ("**Effective Date**"), by and between **LogicMonitor, Inc**., a Delaware corporation having its headquarters at 820 State St., 5th Floor, Santa Barbara, CA 93101 U.S.A. (below referred to as "**LogicMonitor**," "**we**," "**our**", "**us**" or "**Company**") and the corporation or other legal entity set forth on the Order Form (below referred to as "**Customer", "you**" or "**your**"), and will govern the use of the LogicMonitor hosted data center monitoring services (the "Service" or "Services") and any associated use of the LogicMonitor Technology offered by LogicMonitor, Inc. Customer and LogicMonitor are sometimes hereinafter referred to individually as a "**party**" and collectively as the "**parties**".

2. YOUR SUBSCRIPTION.

A. We offer subscription-based Services. By subscribing to the Services, you have a limited, non-exclusive, royalty-free (apart from the Services fees due to LogicMonitor), non-transferable and terminable license to access and to use the Services solely for your internal business operations during your subscription period specified on the applicable order form through which the Services are ordered (each an "Order Form"). You are expressly prohibited from sublicensing use of the Services to third parties. However, you may choose to offer access to and use of the Services to your Affiliates, provided that (a) you shall remain the contracting party with us with respect to the payment of fees and all access and use; and (b) you hereby agree that you shall retain full, unconditional responsibility for all such access to and use of the Services and LogicMonitor Technology and all compliance herewith. "Affiliate" means a corporation or other legal entity in which a party owns or controls more than 50% of the shares entitled to vote. You hereby agree that neither you nor your Affiliates or customers shall take any action intended to interfere with or disrupt the Services or any other user's use of the Services.

B. During your subscription period pursuant to an Order Form entered by you, we shall: (a) provide to you (and not to your customers or Affiliates) any support included with your subscription purchase during normal business hours or as otherwise scheduled by the Company for the Services, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except:

(i) For "Planned Maintenance." Planned Maintenance means maintenance where at least forty-eight (48) hours prior notice is provided via email based on your account settings within the Services, or by using Notification capabilities within the Services (see http://support.logicmonitor.com/). Planned Maintenance shall be conducted only during the hours of 6:00p.m. to 12:00a.m. Pacific Time and shall not exceed (a) 8 hours in any given month, or (b) 40 hours in any given year. Downtime will be minimized at all times and if the expected impact of planned operations is less than five (5) minutes of downtime, we may elect not to give advance notice; or

(ii) For any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet outages or delays (collectively "Extraordinary Circumstances").

C. Extended support and Professional Services are available for an additional fee. "Professional

Services" means services provided by LogicMonitor personnel on a time and materials or fixed price basis for a customer identified project or scope of work. Fee, coverage and terms information are available from LogicMonitor and will be included in an order upon request.

D. Your use of the Services is expressly only licensed for the duration of the Term and any trial period while you are and remain a current customer in good standing. You acknowledge and agree that you will not have access to historical information or data related to your use of the Services upon expiration or termination of your use of the Services; provided, however, that we agree to assist upon your request prior to termination to download all such available data.

3. SUBSCRIPTION FEES, BILLING AND RENEWAL.

A. Paid Subscription. By subscribing to the Services, you expressly agree to pay subscription fees, corresponding to your subscription plan, plus any applicable taxes and duties, if any. During any Term that you remain in good standing, we will, unless either party gives the other written notice of non-renewal at least 30 days before the end of the Initial Term or any Renewal Term, automatically renew for additional periods equal to the expiring Term (each as defined below).

(i) Your Subscription. Fees are billed as of the Service commencement date for the entire initial subscription period (at least twelve months as set forth on the Order Form for the Services (the "Initial Term")) of the Agreement and for each additional renewal period of the same length (a "Renewal Term"), for the initial minimum commitment specified in the applicable Order Form, net of any contractual discount (the "Minimum Commitment"). The period of your use of the Services during the Initial Term and each Renewal Term under this Agreement is referred to as the "Term".

(ii) Any increase in the actual daily usage above the derived daily Minimum Commitment paid for during the Term will be billed to you by LogicMonitor for each month of Service, upon the end of the applicable month, via invoice, which shall be due and payable in accordance with this Agreement.

B. Usage Fees. Your usage fees shall be determined by the number of hosts monitored by the Services during the period in question, measured on a daily basis. A "host" or "device" is a logical host defined by a network (IP) address. It need not be a physical host. Premium features are available for an additional fee, and will be included in the invoice if ordered.

C. Payment Methods. During the registration process, you will choose a business charge card or U.S. domestic electronic funds transfer ("ACH") bank account for directly charging your subscription fees. You hereby authorize us to automatically debit your designated charge card or ACH bank account for the subscription fees until you cancel your subscription, and we reserve the right to delay or suspend access to the Service unless these accounts are designated and maintained. Subscription fees are fully earned upon payment and except as otherwise specified herein, the payments are nonrefundable and there are no refunds or credits for partial subscription periods. If you would like to change your payment method or details, such as your credit card validity or expiration date, you may access and edit your account information through our application. LogicMonitor uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain nor use your billing information except to process your credit card information for the LogicMonitor Service.

D. When Payments are Due. All payments shall be due and payable upon receipt of billing notice or invoice (the "due date") unless otherwise agreed in writing. You are responsible for paying any taxes (including without limitation any sales, use or withholding taxes now or hereafter enacted), and any duties, excises or tariffs (together "duties"), that are applicable to receipt of the Service (provided that

you shall not be responsible for any taxes based on LogicMonitor's income). All payments hereunder shall be made without deduction for taxes or duties of any kind or nature. However, if LogicMonitor determines in its sole judgment that we are legally obligated to add taxes to your service fees, LogicMonitor will include such taxes in your Service Agreement or invoices and the full amount inclusive of such taxes will be due and paid. Late payments will be subject to late fees at the rate of one percent (1%) per month, or, if lower, the maximum rate allowed by law. LogicMonitor's obligations under this Agreement are conditioned upon your timely payment. If you fail to pay fees within thirty (30) days following the payment due date, LogicMonitor has the right to suspend performance of the Service and seek all remedies available, and you agree to reimburse our reasonable expenses, including attorneys' and other fees incurred in collecting amounts due. Payments received after default shall be applied against late fees, interest, expenses, and principal as we determine in its sole discretion. The Service will be reinstated at our discretion after all current and overdue amounts and accumulated late fees and expenses are paid.

4. TERM AND TERMINATION. This Agreement is in force from the earlier of the Effective Date or use of the Services or Software and subject to any earlier termination permitted in this Agreement, will remain in force for the duration of your usage of the Services throughout the Term. Except where your early termination is pursuant to LogicMonitor's uncured material breach (pursuant to subsection (i) below) (in which case we will promptly refund to you the prepaid fees (if any) for that portion of the terminated period for which Services were not provided), early termination of a subscription or ceasing your use of the Services will not result in a refund of any prepaid fees. Either party may terminate this Agreement during the Term by written notice: (i) if the other party breaches any material term or condition of this Agreement and, assuming such default is capable of cure, fails to cure such default within thirty (30) days after written notice specifying the default (except in the case of failure to pay fees, which must be cured within fifteen (15) days after any late notice), (ii) if the other party becomes insolvent or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or (iii) if a petition under the United State Bankruptcy Act, as it now exists or as it may be amended, or any similar law of any other jurisdiction, is filed concerning the other party. Additionally, LogicMonitor has the right to suspend your password, account or use of the Service or LogicMonitor Technology and this Agreement immediately upon notice upon receiving information we believe is credible regarding the unauthorized use or disclosure of or a threat to your data or the LogicMonitor Technology. However, in such event, LogicMonitor will provide a prompt, written description of the issue(s) or event(s) resulting in the suspension and the parties will work in good faith to resolve the matter promptly, provided, that if the matter is not be resolved within thirty (30) days of suspension, either party has the right to terminate the Agreement upon written notice, and LogicMonitor will promptly refund the prepaid fees (if any) covering that portion of the terminated period for which Services were not provided. Professional Services are separately ordered from the Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Service even if the services are enumerated in the same Order Form.

5. OUR TECHNOLOGY.

A. The Services are enabled by and utilize a hosted software application (the "LogicMonitor Software"). We shall host the LogicMonitor Software and may update the functionality and user interface of the LogicMonitor Software from time to time in our sole discretion as part of our ongoing mission to improve the Services and our users' use of the Services, provided that such modifications will not materially decrease the functionality of the Services. You must have access to the LogicMonitor Software in order to use the Services. In addition, to use the Services fully you will be required to

download and install a piece of our software on your network (the "Collector Software" and collectively with the LogicMonitor Software, the "Software").

B. You agree that the rights granted to you are provided on the condition that you will not (and will not allow, give permission to or enable any third party, including without limitation any customer or Affiliate, to) copy, create a Derivative Work, or reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof or otherwise attempt to discover any source code, modify the Software in any manner or form, or use unauthorized modified versions of the Software, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services. "Derivative Work" for this agreement means any modification of or extension to any software, process, algorithm, trade secret, work of authorship, invention, or to any other intellectual property right therein or thereto.

C. License. Subject to your compliance with the terms of this Agreement, we hereby grant to you a limited, non-exclusive, royalty-free (apart from the fees paid to LogicMonitor for the Services), non-transferable license to download, install and use the LogicMonitor Software (in object code form) onto your network for internal business purposes for the sole purpose of using the LogicMonitor Service. The Software is not sold but licensed hereunder.

6. OWNERSHIP.

A. You acknowledge and agree that the LogicMonitor Software, including the specific design and structure of individual programs, components and aspects thereof, constitute the proprietary trade secrets and copyrighted material of LogicMonitor, and that LogicMonitor owns all rights, title and interest in and to the Services, the Software and all technology, information, trade secrets, patent rights, copyrights, know-how and documentation associated therewith as provided or otherwise made available by LogicMonitor and used in the performance of the Services, including all intellectual property rights and Derivative Works therein, on a worldwide basis (collectively, the "LogicMonitor Technology"). The license granted to you is limited by these Terms and does not convey any other rights in the LogicMonitor Technology, express or implied, nor does it grant any ownership in the LogicMonitor Technology or any intellectual property rights therein or thereto. Any rights not expressly granted herein are reserved by LogicMonitor.

B. You agree that if you make any customizations or customized implementations of the Software or LogicMonitor Technology that do not qualify as Derivative Works ("Implementations"), such Implementations are hereby licensed to us on a non-confidential, nonexclusive, irrevocable, worldwide, royalty-free, sublicensable basis to perform services, use, distribute, publish, display, copy, sell, have sold, make, have made, create Derivative Works of, import, export, and license the Implementations and products and services utilizing or incorporating the Implementations, and to otherwise commercially exploit the same. Notwithstanding the foregoing, the Implementations shall not include Personal Data or any of your Confidential Information (each as defined in Section 7 below). Additionally, if any integrations with third party tools, platforms or programs are implemented for your use in conjunction with the Service, you agree that LogicMonitor has no obligation to support the same.

C. You agree not to remove any copyright or proprietary legends in the LogicMonitor Technology, and to implement reasonable security measures to protect our proprietary rights therein from unauthorized use or disclosure. Certain marks, words and logos displayed on the Services, which may or may not be designated by a "™" "®" "SM" or other similar designation, constitute trademarks, trade names, or service marks belonging to us or our licensors. Except as necessary for you to make use of the Services in accordance with the license rights herein, you are not authorized to use any such marks. Ownership of all such marks and the goodwill associated therewith remains with us or our

respective licensors.

7. CONFIDENTIALITY.

A. The parties agree that during the course of performance under these Terms, each party may disclose to the other party certain technical and/or non-technical information, which (i) is disclosed in a tangible or visual form and clearly labeled as "Confidential"; (ii) is disclosed in an oral, non-tangible or visual form, identified at the time of disclosure as Confidential and confirmed in writing within thirty (30) days; or (iii) is identified and treated as confidential by disclosing party and given the circumstances of disclosure, and/or the nature of the information, the recipient knew or should reasonably have known the information was confidential (collectively, the "Confidential Information"). For purposes of clarification and in addition to the Confidential Information addressed in the previous sentence, LogicMonitor Technology shall be deemed our Confidential Information and Personal Data shall be deemed your Confidential Information. "Personal Data" generally means nonpublic, personally identifiable information of or concerning any living individual among the consumers, employees, clients and customers of Customer, its parent, subsidiaries, affiliates and agents, and is more comprehensively defined in the Data Processing and GDPR Addendum at https://www.logicmonitor.com/terms/gdpr. Confidential Information does not include information, technical data or know-how which (a) is rightfully in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or (b) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or (c) is approved in writing for release by the disclosing party, or (d) is independently developed by the receiving party without use of or reference to any Confidential Information of the disclosing party.

B. Each party agrees not to use the Confidential Information disclosed to it by the other party for any purpose except as necessary to perform its obligations under these Terms. Neither party will disclose the Confidential Information of the other party to third parties or to the first party's employees except employees and service providers who are required to have the information in order to carry out such parties obligations hereunder who have agreed in writing, as a condition of employment, engagement or otherwise (or who are otherwise bound by fiduciary duty or rules of professional conduct), to protect the Confidential Information with terms no less stringent than are imposed by this Section. Notwithstanding the above, LogicMonitor may use aggregate information to measure general Service usage patterns and characteristics of its user base (the "Aggregated Information"), and may include such Aggregated Information in promotional materials or reports to third parties; provided that LogicMonitor shall ensure that all Aggregated Information is anonymized, de-identified, modified and rendered in such a manner so as not to identify Customer or its suppliers, customers, contractors, agents, affiliates, or subsidiaries. This Aggregated Information will not reference Personal Data, names, phone numbers, email addresses, or other personally identifiable information, and shall not be traceable to a specific party. Each party agrees that it will use the same standard of care that it uses in protecting its own Confidential Information, but in no case less than reasonable care. Each party agrees to promptly notify the other in writing of any misuse or misappropriation of Confidential Information of the other party that may come to its attention.

C. The confidentiality and non-use obligations of each receiving party under this Agreement will survive expiration or termination of this Agreement for a period of five (5) years; except that such obligations shall survive indefinitely with respect to (i) Personal Data, and (ii) each disclosing party's software and technology-based trade secrets so long as they remain eligible for trade secret under prevailing law (without regard to any breach of the receiving party). In the event of any expiration or termination of these Terms, or upon request by the disclosing party, the receiving party shall cease all

use of the other party's Confidential Information and return to the disclosing party all copies of the disclosing party's Confidential Information in the receiving party's possession or control, or destroy the same and certify as to its destruction. The receiving party will not be required to return or immediately destroy an archive copy of the disclosing party's Confidential Information made for backup purposes in the ordinary course; provided that such archive copy will be subject to the ongoing obligations of confidentiality and non-use contained herein and shall be destroyed in the ordinary course of business not to exceed 90 days, or with respect to Personal Data, such shorter period as is necessary to comply with prevailing law.

D. The parties acknowledge and agree that although the incidental capturing of nominal Personal Data in connection with the Service may occur (for example, credentials information and in log files with transactional monitoring, and names and contact information of employees of each party as needed to conduct the Services and business relationship), the purpose and focus of the Service is on IT systems performance monitoring and not to function as a receptacle or conduit to store, manipulate, transmit or retrieve Personal Data. Therefore, without limiting its other obligations under this Agreement, and subject to the foregoing caveats, the parties agree that (i) you shall not provide Personal Data to LogicMonitor; (ii) you will configure the LogicMonitor Software so that it will be used only to collect information from devices and applications using methodology which will not expose or divulge Personal Data; (iii) you will not send any logs to LogicMonitor that contain Personal Data; and (iv) you will isolate and secure the LogicMonitor Software on your systems and network to prevent unauthorized access, use, disclosure and loss using at a minimum industry standard security practices and technologies and as otherwise required by applicable laws.

E. The parties agree to comply with prevailing law as it pertains to Personal Data. Additionally, if Customer is established in the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this Addendum, the United Kingdom (collectively, the "EEA") or Switzerland or will be providing Personal Data of data subjects located therein for processing by LogicMonitor, the parties hereby agree to the **Data Processing and GDPR Addendum** set forth at https://www.logicmonitor.com/terms/gdpr. For the avoidance of doubt, the GDPR Addendum shall only apply if and to the extent Customer is established within the EEA or Switzerland and/or to the extent LogicMonitor Processes Personal Data of data subjects located in the EEA or Switzerland on behalf of Customer or a Customer Affiliate under this Agreement.

8. REPRESENTATIONS AND WARRANTIES.

A. Representations. Each party hereby represents and warrants to the other that (i) such party has the right, power and authority to enter into these Terms and to fully perform all its obligations hereunder; and (ii) the making of these Terms does not violate any agreement existing between such party and any third party.

B. Limited Service Warranty.

(i) We warrant that we will deliver and perform the Services in a good and workmanlike manner consistent with applicable industry standards and the functional requirements and technical specifications set forth in the applicable Order Form.

(ii) Service Level Terms. We will provide the Services in accordance with the service level terms set forth (individually or collectively, the "Service Level Terms"), and any remedies for failure to comply with such standards are set forth at https://www.logicmonitor.com/terms_files/Ex_A-Enterprise-SLA.pdf.

9. INDEMNIFICATION.

A. By LogicMonitor. We shall, at our own expense, indemnify, defend and hold you harmless from and against any damages and expenses (including reasonable attorneys' fees) as a result of third party claims, to the extent of any finding that the LogicMonitor Technology, when used in strict compliance with the license rights and use instructions provided by LogicMonitor infringed or misappropriated the U.S. copyright or U.S. trade secret rights or U.S. patent rights of a third party; provided we receive prompt notice and the opportunity to provide the defense and participate in the litigation and settlement negotiations. Notwithstanding the foregoing, we shall have no liability, and shall have no obligation to defend or indemnify you, for any third party claim of infringement to the extent based upon (i) use of other than the then current, unaltered version of the LogicMonitor Technology and applicable Services, unless the infringing portion is also in the then current, unaltered release; (ii) use of the Services or LogicMonitor Technology other than strictly in accordance with our instructions and documentation; (iii) use, operation or combination of the applicable Services with non-LogicMonitor programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; or (iv) any third party hardware or software. In the event the use of any Service or LogicMonitor Technology is, or we believe is likely to be, alleged or held to infringe any third party intellectual property right, we may, at our sole option and expense, (a) procure for you the right to continue using the affected service, (b) replace or modify the affected service with functionally equivalent service so that it does not infringe, or, if either (a) or (b) is not commercially feasible, (c) terminate the Services and refund the fees received by us from you for the affected service for the remaining Term of then-current subscription period. THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD PARTY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND OR NATURE.

B. By You. You shall defend, indemnify and hold us harmless from and against any and all claims, damages and expenses (including reasonable attorney's fees) arising from: (i) your violation of these Terms; or (ii) your violation of any third party intellectual property or privacy right; provided, that we (a) promptly give you written notice of the claim; (b) give you control of the defense and settlement of the claim (provided that you may not settle any claim unless the settlement unconditionally release us of all liability); and (c) provide to you all reasonable assistance, at your expense. We may participate in the defense and settlement activities with counsel of our choosing at your expense.

10. DISCLAIMERS, LIMITATION OF DAMAGES AND LIABILITY.

A. DISCLAIMERS AND EXCLUSIVE REMEDY. EXCEPT FOR THE REPRESENTATIONS AND LIMITED WARRANTY IN SECTIONS 8.A (REPRESENTATIONS) AND 8.B. (LIMITED SERVICE WARRANTY), THE SERVICES AND LOGICMONITOR TECHNOLOGY ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE USAGE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, NOR DO WE WARRANT THAT THE LOGICMONITOR TECHNOLOGY OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS OR PERFORMANCE OF THE SERVICES. WE MAKE NO WARRANTY ABOUT THE SUITABILITY OF THE LOGICMONITOR TECHNOLOGY OR SERVICES FOR ANY PURPOSE AND DO NOT WARRANT THAT THE LOGICMONITOR TECHNOLOGY OR SERVICES WILL MEET YOUR REQUIREMENTS. IN THE CASE OF A BREACH OF WARRANTY BY LOGICMONITOR, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE THE REMEDIES SET FORTH IN THE SERVICE LEVEL AGREEMENT.

B. INDIRECT AND CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDING THE INDEMNIFICATION OBLIGATIONS IN SECTION 9 OR CLAIMS, LIABILITIES OR LOSSES ASSOCIATED WITH AN INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF SECTIONS 5 OR 6, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO

THESE TERMS, THE SERVICES PROVIDED, OR THE USE OF OR INABILITY TO USE THE SERVICES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

C. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO AN INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF SECTIONS 5 OR 6, IN NO EVENT WILL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND ALL ORDER FORMS EXCEED (I) THE SUM OF THE AMOUNTS RECEIVED BY AND OWED TO US FROM YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR SERVICE GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT, AND (II) TWO (2) TIMES THE AMOUNT IN SUBSECTION (I) WITH RESPECT TO A PARTY'S CONFIDENTIALITY OR INDEMNITY OBLIGATIONS HEREUNDER. THESE LIMITATIONS ARE CUMULATIVE FOR ALL CLAIMS HOWSOEVER ARISING UNDER ALL AGREEMENTS AND ORDERING DOCUMENTS, AND SHALL APPLY EVEN IF THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL FAIL OF THEIR ESSENTIAL PURPOSE.

D. BASIS OF BARGAIN. YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING SECTIONS ON WARRANTIES AND DISCLAIMERS, INDEMNIFICATION AND LIMITATION OF LIABILITY FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES AND ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. YOU EXPRESSLY ACKNOWLEDGE THAT THE FEES THAT WE CHARGE FOR THE SERVICES ARE BASED UPON OUR EXPECTATION THAT THE RISK OF ANY LOSS OR INJURY THAT MAY BE INCURRED BY USE OF THE SERVICES WILL BE BORNE BY YOU AND NOT US AND WERE WE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

11. GENERAL PROVISIONS.

A. Notices. You agree to provide LogicMonitor with your e-mail address, to promptly provide LogicMonitor with any changes to your e-mail address, and to accept emails (or other electronic communications) from LogicMonitor at the e-mail address you specify. Except as otherwise provided in this Agreement, you further agree that LogicMonitor may provide any and all notices, statements, and other communications to you through either e-mail or posting on the Service. Notices to you may be provided by email and shall be addressed to the system administrator or user designated by you for your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by you. The Company maintains the right to require placement of a valid email address within the Services portal for both billing, Services notification and notices purposes. In no event shall the Company be held liable for negative consequences resulting from a lack of Company notices in the case notification email addresses are not included by you in the Services portal as required. Legal notices to you may at our option also be sent to the address on the Order Form or that you have last provided, and such notices to us should be sent to LogicMonitor, Inc., 820 State St. 5th Floor, Santa Barbara, CA 93101, USA, Attention CFO.

B. Governing Law, Jurisdiction and Dispute Resolution. Each party agrees to the applicable governing law of the State of California without regard to choice or conflicts of law rules, and except for actions seeking injunctive relief, the parties agree to the exclusive jurisdiction of the federal and state courts in Santa Barbara County, California. Excluding actions seeking injunctive relief, in the event of any disputes arising with respect to this Agreement or an Order Form, before taking formal action, the parties will make reasonable attempts to resolve the dispute amicably between them within thirty (30) days from the date that one party notifies the other of such dispute in reasonable detail.

C. Notice to U.S. Government Users. All LogicMonitor products and services are commercial in nature. The Software and LogicMonitor Technology are "Commercial Items," as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable.

Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (1) only as Commercial Items, and (2) with only those rights as are granted to other users pursuant to Terms hereof. All unpublished rights are reserved.

D. Export. Software and technical data are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree not to export the Software or LogicMonitor Technology or LogicMonitor's technical data in violation of any such laws or regulations and to comply strictly with all applicable rules and regulations.

E. Relationship of the Parties. The parties are independent contractors and these Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to these Terms.

F. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies available to a party at law or in equity.

G. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable or contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

H. Insurance. Each party will, at its expense, during the Term and for the 2-year period following termination or expiration hereof, purchase and maintain insurance policies with an insurance company or companies of U.S. or internationally-recognized standing with a rating of A-/Class IX, or better, as rated by A.M. Best, with the following minimum limits:

(i) Comprehensive General Liability Insurance, with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, covering bodily injury, personal injury and property damage;

(ii) Technology Errors and Omissions Insurance, with limits of not less than $1,000,000 per occurrence and $1,000,000 in the aggregate with respect to claims related to the LogicMonitor Technology delivered by LogicMonitor under this Agreement;

(iii) Privacy and network security liability ("Cyber") Insurance, with limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, providing protection against liability for privacy breaches, system breaches, denial or loss of service, introduction, implantation or spread of malicious software code and unauthorized access to or use of computer systems; and

(iv) Workers Compensation and Employers Liability Insurance as required by applicable laws, in amounts that meet or exceed those required by applicable laws.

If any of such insurance policies are to be modified or canceled during the Term of this Agreement in a way that would materially affect the coverage required hereunder, the party holding the policy will provide written notice to the other party at least 30 days prior to such modification or cancellation. Each party will, upon a party's request, provide the other party with certificates of insurance evidencing satisfactory coverage of the types and limits set forth above.

I. Survival. Sections 3 (Subscription Fees, Billing and Renewal) (surviving until all fees and charges are paid), 4 (Term and Termination), 5.B. (Our Technology), 6 (Ownership), 7 (Confidentiality)

(surviving for the term specified therein), 9.B. (Indemnification), 10 (Disclaimers, Limitation of Damages and Liability), and 11 (General Provisions) (surviving according to the specified periods, if any), shall survive expiration or termination of this Agreement.

J. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety, without your consent to our Affiliate provided the assignee accepts full responsibility for our obligations hereunder, or to a successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

K. Publicity.

a. Neither party will make any news or press release regarding these Terms without the other party's prior written consent. You grant us the right to include your name and logo as a customer in our promotional materials; provided however, that you can opt to have your name excluded from such use by us except as agreed to in writing on a case-by-case basis by providing a sufficiently detailed email request regarding the same to sales@logicmonitor.com; the subject line in such email should be entitled "Non-use of Subscriber Name."

b. Subject in each case to your agreement and only on an occasional basis, we may ask that you consider in your sole discretion making a representative available (i) to serve as a non-public reference to our prospective customers to discuss your experience working with us; and (ii) to work with us in developing and publishing case studies and press releases that describe your use of the Services.

L. Force Majeure. Except for the nonpayment of money due, neither party shall be liable for any delay or failure in performance due to Extraordinary Circumstances (as defined in Section 2.B (Your Subscription) hereof).

M. Entire Agreement. These Terms and any attachments approved by the parties hereto along with any Order Forms constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, including but not limited to any non-disclosure and proof of concept agreements entered by the parties and any click-through or online terms. No modification, amendment, or waiver of any provision of these Terms shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency between the provisions of this Agreement and any Order Form, the same shall be resolved by giving precedence to this Agreement.