

License Information Attachment

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN “ACCEPT” BUTTON, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND YOUR COMPANY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN “ACCEPT” BUTTON, OR USE THE SOFTWARE; AND
- PROMPTLY RETURN OR DESTROY ALL COPIES OF THE SOFTWARE.

This License Information (LI) Attachment (the “Attachment”) to the SevOne, Inc. (“SevOne”) Client Relationship Agreement (“CRA”) sets forth the additional terms and conditions under which SevOne will license certain proprietary Programs to Client for Client’s internal use.

The terms and expressions used in this Attachment have the meanings given in the CRA unless expressly defined in this Attachment. In addition, the following terms and expressions have the following meanings:

1. Definitions

- 1.1 **“Documentation”** means all official SevOne technical manuals made generally available to SevOne clients in association with the licensed Program, excluding marketing or demonstration materials.
- 1.2 **“Order Schedule”** means each SevOne ordering document signed by the duly authorized representative of Client (or referenced by a duly issued purchase order of Client) that identifies the Program, Maintenance, and Software Subscription and Support order by Client from SevOne and that incorporates the terms and conditions of this Agreement by reference.
- 1.3 **“Program”** means the SevOne software program (solely in object code form) provided to the Client and described in the Order Schedule together with its related Documentation.
- 1.4 **“Users”** means Client’s employees, agents, independent contractors, clients or customers, as designated in the Order Schedule, up to the number of users permitted under the Order Schedule that use the Program for Client’s internal business purposes.

2. Program License

- 2.1 **Program.** SevOne shall provide the Program described in the Order Schedule. The Program will be provided solely in object code form.
- 2.2 **Access Rights.** Programs are copyrighted and licensed (not sold). When SevOne accepts an order, SevOne grants a limited, irrevocable, non-transferable and non-exclusive license to Client and its authorized Users to access and use the Program and Documentation for the specified term (the “Term”) solely for Client’s internal business purposes in accordance with this Attachment, the Agreement and the scope set forth in the applicable statement of work. An order for the Program shall be delivered either by means of (a) an electronic mail from SevOne that will provide Client with a link to access SevOne’s web site and instructions for downloading the Program or (b) to the extent that Client is unable to download the Program, a CD or other electronic media with the Program. In either case, the Program may be activated only by means of an electronic mail from SevOne that will provide Client with the license keys required to activate the Program (“License Keys”). Delivery and acceptance of the Program shall be deemed to have been made upon SevOne sending Client the License Keys, regardless of whether Client actually uses the License Keys.

- 2.3 Client Obligations.** As a condition of the rights granted to Client under this Attachment, Client shall (i) ensure that its authorized Users follow the processes described in the Statement of Work and otherwise comply with the terms and conditions of this Attachment and the Agreement; (ii) make all reasonable attempts to provide SevOne with all cooperation and information necessary for SevOne to perform its obligations under the Agreement; (iii) obtain, at Client's sole expense, all necessary and appropriate computer equipment, operating systems, third party software, connectivity and environments necessary to use the Program; (iv) be responsible for its authorized Users' access to and use of the Program; and (v) have sole responsibility for the use, legality, accuracy, quality and appropriateness of all Content and data.
- 2.4 Ownership.** SevOne reserves any and all rights, implied or otherwise, that are not expressly granted to Client hereunder, and SevOne retains all right, title and interest in and to the Program and Documentation. Client shall not remove or allow the removal of any trademark, copyright or other proprietary marking or notice placed by SevOne on the Program or Documentation.
- 2.5 Product Diagnostic Reporting.** Client acknowledges that the Program will store certain diagnostic information about the routine operations of the Program (including, without limitation, its performance, Client infrastructure topology, configuration data, and Program faults) and may periodically transmit this diagnostic information to SevOne. For clarity, no actual user data of Client will be accessed, transmitted or provided to SevOne as part of this process (other than related to infrastructure topology), and no interruption of service is required to gather such detailed diagnostics. Client hereby grants to SevOne a perpetual, irrevocable, sublicenseable, and royalty-free right to use this diagnostic information in any manner (provided that information does not identify Client as the source of such information), and Client will not interfere with the collection or transmission of such information to SevOne.
- 2.6 Usage Verification.** At SevOne's written request, and no more than every six (6) months, Client shall (a) provide SevOne with a signed certification (i) verifying that the Program is being used pursuant to the provisions of the Agreement and (ii) listing all copies and the respective locations of the Program and (b) permit SevOne to verify Client's deployment and use of the Program for compliance with the terms and conditions of the Agreement by reviewing log reports maintained and generated by the Program. Any such review shall be conducted remotely and scheduled during Client's normal business hours so as to not interfere unreasonably with Client's business activities. Client will not interfere with any log files and provide SevOne access to such files during the review. If Client's use of the Program is found to be greater than contracted for, Client will be invoiced for the additional licenses and the unpaid license fees shall be payable in accordance with the Agreement. Client also acknowledges that the Program may include password protection, anti-copying subroutines or other security measures designed to monitor the usage of the Program for license management purposes and Client will take no action to circumvent or otherwise tamper with such measures.
- 2.7 Units of Measurement.** The following units of measure may apply to Client's use of the Program.

Managed Device

"Managed Device" refers to a piece of equipment in Client's network that contains one or more component Objects. Examples of Managed Devices include, but are not limited to, a router, a switch and a server. Also note that Managed Devices may not necessarily be physical - virtual machines also count as Managed Devices for SevOne's monitoring purposes.

"Object(s)" refers to any discrete infrastructure element which an operator cares to monitor. These elements are typically physical or logical subcomponents of a Managed Device, and have one or more indicators that can be monitored. Examples of Objects

include, but are not limited to, an Ethernet interface, a QoS class (virtual interface), CPU, memory and disk. Example of indicators include, but are not limited to, utilization, errors and discards.

3. Warranties

The following additional terms shall apply to Section 6 of the CRA.

- 3.1** SevOne provides Software Subscription and Support (S&S) as may be elected by Customer and generally described at <https://www.sevone.com/wp-content/uploads/2020/05/support-maintenance-tiers.pdf>.
- 3.2** The warranty period from Dell for Appliances is 5 years. Dell provides warranty services for Appliances through the “Dell ProSupport for IT with Same-Day Response/4-Hour Onsite Service After Remote Diagnosis” as described in <https://www.sevone.com/wp-content/uploads/2020/05/support-hardware-warranty.pdf>.