DEVO TERMS OF SERVICE
- MSP -

These Terms of Service (the "**Agreement**") are a legally binding agreement between [MSP], a [State of incorporation] [Entity type] headquartered at [Address] ("**MSP**") and Devo Technology, Inc., a Delaware corporation headquartered at 255 Main St., Suite 702, Cambridge, MA 02142 (hereinafter "**Devo**") with regard to the Devo services for managing and analyzing Customer's IT systems logs, as described at www.devo.com, accessed via the website located at app.devo.com or such other site that may be designated by Devo from time to time (the "**Services**"). For the purposes of this Agreement, the term Services includes all software contained in the Services.

THE "**EFFECTIVE DATE**" OF THIS AGREEMENT IS THE DATE OF THE LAST SIGNATURE ON THE SIGNATURE PAGE BELOW. Any terms or conditions appearing on the face or reverse side of any purchase order, purchase order acknowledgment or other order document that are different from, or in addition to, the terms of this Agreement will not be binding on Devo, even if payment is accepted. MSP agrees that MSP's order is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Devo regarding future functionality or features.

1. THE SERVICES.

Devo will provide MSP with the specific Services identified on the applicable order form ("**Order Form**"). Devo will provide support for the Services if and as described in the Order Form, in accordance with Devo's then-current support policies. Devo's Services may be (i) hosted by Devo and offered to MSP as a cloud offering ("**Cloud Services**"); (ii) hosted by MSP in MSP's own environment or a Cloud environment obtained by MSP ("**Hybrid Cloud Services**"). MSP's Order Form will identify whether MSP is receiving Cloud Services or Hybrid Cloud Services. Certain provisions of this Agreement are applicable only to Cloud Services or Hybrid Cloud Services respectively, but only if the provision expressly states such limitation.

Subject to this Agreement, and subject to the payment of fees set forth on the applicable Order Form, Devo hereby grants to MSP, solely during the Subscription Term (defined in Section 13), a non-exclusive, non-transferable (except as set forth in Section 15 under Assignment) worldwide right to access and use the Services solely for MSP's internal business purposes and to manage and analyze the data of its customers ("**Customers**") as a managed service, who have entered into a valid written managed service agreement with MSP ("**Managed Service Agreement**") and for whom MSP has issued a valid Order Form to Devo. Services ordered for one Customer may not be transferred, assigned or otherwise provided to a different Customer.

This license is restricted to use by MSP and MSP's Users and does not include the right to use or access the Services by or on behalf of any third party, including MSP's Customers.

"**User**" means an individual employee, contractor, agent or IT service supplier authorized by MSP to access the Services, and who has been given a unique login and password information necessary to access and use the Services ("**Access Code**"). MSP may provide a limited number of user accounts to its Customer for direct access to the Service, if specifically required by the Customer and, in such event, each Customer user will be deemed a User under this Agreement. MSP will only use the Services to analyze MSP's own logs and its Customers' logs. User accounts cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer use the Services. Each User must have a unique email address. Other restrictions to MSP's use of the Services may be set forth on the Order Form, including volume limitations. If at any time MSP exceed the volume limitations agreed in the applicable Order Form, MSP will execute a separate Order Form for additional capacity and pay the applicable fees for any such additional volume or use.

As part of the Service, MSP is provided access to a User administration interface that allows MSP to manage MSP's Users and Customers. MSP acknowledges that MSP is responsible for the creation of MSP's User and Customer accounts and for managing the Access Codes. MSP is responsible for procuring and maintaining the technical environment and internet and other connections required to access the Services.

2. OUR RESPONSIBILITIES.

Subject to the terms of this Agreement, Devo will use commercially reasonable efforts to provide MSP with access to the applicable Services during the Subscription Term in accordance with Devo's SLA policy and the Documentation. "**Documentation**" means the generally available technical manuals published by Devo and accessible at docs.devo.com as well as quotes or invoices MSP has received from Devo in writing with respect to the Services. Devo may make modifications to the Services or particular

components of the Services (including support levels) from time to time, provided that such modifications do not materially degrade any functionality or features of the Services.

If MSP receives Cloud Services, Devo will use commercially reasonable efforts to perform regular backups of MSP's Data (defined in Section 7). In the event of any loss of MSP's Data, Devo will provide commercially reasonable recovery services to attempt to restore MSP's most recent backup, but MSP is responsible for making MSP's own backups of MSP's Data. Devo is not responsible or liable for any loss of MSP's Data.

3. FEES AND PAYMENT.

MSP agrees to pay Devo for Services provided and expenses incurred on the basis and at the rates specified in each Order Form, or if no rate is specified, Devo's then-current rate. All fees are non-cancellable and non-refundable. Devo reserves the right to change the rates, applicable charges and usage policies and to introduce new charges by providing MSP at least 30 days' prior written notice (by email) of the change, but any such modifications will not apply until the start of MSP's next renewal Subscription Term, unless there are new or additional Services ordered by MSP.

Payment terms are set forth in the applicable Order Form. If the Order Form does not contain payment terms, payment is due in advance, thirty (30) days after receipt of invoice and shall be made in US Dollars. MSP will pay all pre-approved reasonable travel and out-of-pocket expenses incurred by Devo in connection with any Services rendered.

If MSP pays by credit card, Devo reserves the right to verify credit card or debit card payments prior to accepting MSP's Order Form. If MSP pays by credit card, MSP hereby authorizes Devo to charge such credit card for all Services and any other items listed on the applicable Order Form, for the Subscription Term and any renewal term. MSP is responsible for promptly updating any changes to MSP's credit card or other payment information.

MSP understands Devo may charge MSP a late charge of one and a half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, for any amounts not paid on time. Furthermore, Devo reserves the right to suspend or terminate this Agreement and MSP's access to the Services if MSP does not fully pay MSP's invoices as they become due and payable.

Fees are exclusive of taxes. MSP is responsible for the payment of all sales, use and similar taxes arising from or relating to the Services rendered hereunder, except for taxes related to Devo's net income and any taxes or obligations imposed upon Devo under federal, state and local wage laws.

4. EVALUATION SERVICES.

Devo may make certain Services or features available to MSP for evaluation purposes only ("**Evaluation Services**"). If MSP's Order Form specifies that MSP will receive Evaluation Services, then subject to the terms and conditions of this Agreement, Devo grants MSP a limited, non-exclusive, revocable, non-transferable, personal, non-sublicensable license to install and use the Evaluation Services, solely for testing and evaluation purposes during the test period defined in the Order Form. Evaluation Services are performed in Devo's cloud production environment only. MSP will not use the Evaluation Services in a production environment or for production purposes. Evaluation Software is Devo's Confidential Information. Devo is not obligated to correct any bugs, defects, or errors in the Evaluation Services or otherwise support or maintain the Evaluation Services. Only Sections 1, 2, 4, 6-9, 12 and 15 of this Agreement apply to the Evaluation Services. NOTWITHSTANDING ANY WARRANTIES IN THIS AGREEMENT, THE EVALUATION SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER. THE EVALUATION SERVICES ARE NOT INTENDED FOR ANY PRODUCTIVE USE OF ANY KIND, AND DEVO HAS NO LIABILITY FOR ANY USE OUTSIDE OF THE TESTING ENVIRONMENT. MSP'S USE OF THE EVALUATION SERVICES IS AT MSP'S OWN RISK. UPON EXPIRATION OF THE EVALUATION PERIOD, MSP'S DATA WILL NO LONGER BE ACCESSIBLE, AND DEVO IS NOT LIABLE FOR ANY LOSS OF MSP'S DATA.

5. BETA SERVICES.

From time to time, Devo may make available (but has no obligation to make available) certain Beta Services to MSP. "**Beta Services**" means non-production beta software, including any updates or upgrades, whether hosted by MSP or Us, and any related documentation. If MSP's Order Form specifies that MSP will receive Beta Services, then subject to the terms and conditions of this Agreement, Devo grants MSP a limited, non-exclusive, revocable, non-transferable, personal, non-sublicensable license to install and use the Beta Services, solely for testing and evaluation purposes during the test period defined in the Order Form. MSP will not use the Beta Services in a production environment. Beta Services are Devo's Confidential Information. Devo is not obligated to correct any bugs, defects, or errors in the Beta Services or otherwise support or maintain the Beta Services. Only Sections 1, 2, 5-9, 12, and 15 of this Agreement apply to the Beta Service. NOTWITHSTANDING ANY WARRANTIES IN THIS AGREEMENT, THE BETA SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER. THE BETA SERVICES ARE NOT INTENDED FOR ANY PRODUCTIVE USE OF ANY KIND, AND DEVO HAS NO LIABILITY FOR ANY USE OUTSIDE OF THE TESTING ENVIRONMENT. DEVO DOES NOT GUARANTEE THAT DEVO WILL MAKE A

COMMERCIAL RELEASE OF A VERSION OF THE BETA SERVICES AVAILABLE. THE BETA SERVICES ARE A PRE-RELEASE VERSION, AND MAY CONTAIN BUGS, ERRORS, OR OTHER PROBLEMS. MSP'S USE OF THE BETA SERVICES IS AT MSP'S OWN RISK.

6. **MSP'S RESPONSIBILITIES, MSP'S DATA**.

MSP is responsible for maintaining and updating MSP's account information to ensure it is accurate and complete. MSP is responsible for all activities conducted under MSP's User logins and for MSP's Users' compliance with this Agreement, and with all applicable laws and regulations. Unauthorized use, resale or commercial exploitation of the Services in any way is expressly prohibited. Without Devo's express prior written consent in each instance, MSP shall not (and shall not allow any third party, including without limitation any User to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Services or the underlying software, or access the Services in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Services; (ii) modify or make derivative works of the Services; (iii) probe, scan or test any vulnerability of the Services, including, without limitation, performing penetration, stress or load testing, including by introducing software or automated agents or scripts, other than those expressly permitted by the Documentation or as explicitly set forth in the Order Form, without prior written consent from Devo; (iv) license or purchase the Services if MSP or MPS's Users are a direct competitor (or an agent of a direct competitor) of Devo; or (v) use the Services to exceed purchased usage rights agreed to in the Order Form. If You are receiving Cloud Services, Devo reserves the right to temporarily restrict certain actions and functionality of the Services to ensure continued optimal performance of the platform, provided that we will notify MSP accordingly on a best efforts basis. Except as expressly permitted in this Agreement, MSP will not copy, rent, license, sublicense, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Services to any third-party. MSP will be liable for any breach of this Agreement by any of MSP's Users. In addition to Devo's other remedies hereunder, Devo reserves the right upon notice to MSP to terminate any User's right to access the Subscription Service if such User has violated any of the restrictions contained in this Agreement.

MSP undertakes that the Managed Services Agreement with each Customer contains provisions regarding confidentiality, disclaimer of warranties, limitation of liability and protection of intellectual property rights, that are at least as protective as the corresponding provisions of this Agreement. MSP will defend, indemnify and hold Devo harmless from and against all Losses (as defined below) resulting from or arising out of its breach of this provision.

"**MSP's Data**" includes any information, data or other materials of MSP or its Users or Customers ingested, stored, processed, used by or otherwise transmitted to the Services. MSP is solely responsible for MSP's Data, including the accuracy, integrity or quality of MSP's Data, and the means by which MSP acquires and uses MSP's Data. MSP is responsible for the security of MSP's Data when transmitted to and from the Services. Neither MSP, MSP's Users, nor its Customers may use the Services to: (a) send, upload or otherwise transmit any of MSP's Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any of MSP's Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Services or networks connected to the Services; or (e) violate any applicable law, regulation, or right of third parties. Unless MSP's Order Form expressly states that MSP is purchasing a subscription to the Services for use with protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, known as "**HIPAA**") or payment card information, MSP acknowledges and agrees that MSP will not access or store any protected health information (as defined in HIPAA) or any payment card information or other financial information protected under the Gramm-Leach-Bliley Act within the Services.

During the Agreement Term (defined in Section 13), MSP hereby grants to Devo a worldwide, non-exclusive, royalty-free transferable right to use, reproduce, analyze, display, transmit, and distribute MSP's Data as necessary to provide and optimize the Services. MSP understands and agrees that Devo may use cookies, pixels, tags, web beacons and/or other technologies to collect certain personally non-identifiable data in connection with this Agreement, which data may include, among other things, information such as data about MSP's or its Customers' network, including traffic data, location data, logs and other communication data, devices, internet connection, browser type, internet service provider and operating system. Such information, which is collected passively using various technologies, cannot presently be used to specifically identify any person. MSP acknowledges and agrees that Devo shall have the right to copy, use, distribute, and display any information, analysis, statistics and other data generated by the Services (or derived from MSP's use of the Services), including compilation of aggregated statistics about the Services or online marketing; provided, however, that Devo will not publicly disclose or distribute any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with MSP.

MSP is responsible for keeping MSP's User Access Codes confidential. If MSP is aware of any disclosure or threatened disclosure of the User Access Codes, MSP will notify Devo immediately. Devo may close the account and/or block access to the corresponding User account, and Devo will issue MSP a new Access Code.

7. **INTELLECTUAL PROPERTY.**

MSP retains ownership of all right, title and interest in and to all MSP's Data.

MSP acknowledges and agrees that as between Devo and MSP, all right, title and interest in and to the Services and all enhancements, modifications and derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain with Devo or Devo's licensors', and Devo in no way conveys any right or interest in the Services other than a limited license to use, as set forth in this Agreement. Devo also retains ownership of all right, title and interest in and to all know-how related to the Services. All rights to the Services not expressly granted to MSP under this Agreement are reserved by Devo.

Devo also retains ownership of all right, title and interest in and to all Devo's Data. During the Agreement Term, Devo grants MSP a limited, non-exclusive, non-transferable, royalty-free right to use, display, transmit, and distribute Devo's Data solely in connection with MSP's permitted use of the Services. "**Devo's Data**" means any information, data, technology and materials other than the Services (or the Software contained in the Services) that Devo makes available in connection with the Services, including any Documentation, sample code, software libraries and other related technology and materials.

From time to time MSP may provide to Devo comments, suggested improvements, and other feedback about the use, operation, functionality, and features of the Services (collectively, the "**Feedback**"). MSP agrees that Devo has the right to use the Feedback at Devo's sole discretion, including incorporating all or some of the Feedback into Devo's Services, all without notice to, payment to, or consent from MSP. This right is an unlimited, perpetual, fully paid-up, worldwide, non-exclusive, fully transferable, fully sublicensable, and irrevocable right to execute, reproduce, distribute, perform, display, modify, create derivative works of, make, have made, use, import, sell, offer to sell, and otherwise transfer the Feedback and to practice or have practiced any process or method involved in any use thereof.

MSP represents and warrants that it has validly obtained any and all consents required from its Customers to ingest, store, process, use and/or otherwise transmit Customers' information, data and other materials, including without limitation personal data, by and to the Services.

8. **MONITORING AND AUDIT.**

With respect to Cloud Services or Hybrid Cloud Services only: For security reasons, Devo monitors User IP addresses and Devo will use reasonable efforts to inform MSP if a User account is accessed from multiple IP addresses. The Services include User control software that reports the number of authorized Users and permits Devo and/or Devo's resellers to verify usage of the Services. MSP agrees that Devo may monitor or audit MSP's use of the Services (which does not involve any access to MSP's Data or IT systems). MSP will not seek to block or otherwise interfere with the monitoring or audit, and Devo may use technical means to overcome any methods used to block or interfere with such monitoring. Devo reserves the right to put in place additional mechanisms to verify and protect against unauthorized access. Failure to reasonably comply with Devo's efforts to audit MSP's compliance with this Agreement constitutes a material breach of this Agreement.

9. **CONFIDENTIALITY.**

During the Agreement Term, each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("**Confidential Information**"). Confidential Information also includes information which, to a reasonable person familiar with the disclosing party's business and the industry in which it operates, is of a confidential or proprietary nature. MSP's Confidential Information includes MSP's Data. Devo's Confidential Information includes the Services and Devo's Data. The receiving Party will hold in confidence, and will not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "**Representatives**") who has a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who is bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. The receiving party and its Representatives will use such Confidential Information only for the purpose for which it was disclosed and will not use or exploit such Confidential Information for its own benefit or the benefit of another person without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and will protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event using less than reasonable care. The parties expressly agree that the terms and pricing

of this Agreement are Confidential Information and MSP further agree that MSP will not use the Services for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the Services and will not publicly post any analysis or reviews of the Services without Devo's prior written approval. A receiving party will promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder, and will cooperate with any reasonable request of the disclosing party in enforcing its rights.

Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

Notwithstanding any other provision of this Agreement, both parties acknowledge that any use of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the disclosing party may be entitled hereunder, at law or equity, the disclosing party will be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

10.   SECURITY AND DATA PROTECTION

During the Agreement Term, Devo will maintain a security program that materially complies with generally accepted industry standards. Devo will maintain the physical and technical safeguards further described here docs.devo.com.

11.   LIMITED WARRANTY

Devo warrants that during the Subscription Term for the applicable Services, the Services will conform, in all material respects, with the Documentation. For any breach of the above warranty, Devo will, at no additional cost to MSP, provide remedial services necessary to enable the Services to conform to the warranty. MSP will provide Devo with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this section are MSP's sole remedies for breach of this warranty. This warranty will only apply if the Services have been utilized by MSP in accordance with the Order Form and this Agreement.

DEVO DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET MSP'S OR ITS CUSTOMERS' REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND MSP'S AND ITS CUSTOMERS' LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY DEVO. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. MSP ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE, RELIABLE OR SUFFICIENT FOR MSP'S OR ITS CUSTOMERS' PURPOSES.

12.   LIMITATION OF LIABILITY.

NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE SERVICES FEES PAID OR PAYABLE BY MSP TO DEVO UNDER THE ORDER FORM FOR THE SERVICES WHICH FORM THE SUBJECT OF THE CLAIM DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS DO NOT APPLY TO (I) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14, (II) EACH PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, (III) MSP'S PAYMENT OBLIGATIONS UNDER SECTION 3 AND (IV) DAMAGES ARISING FROM FRAUD OR A PARTY'S INTENTIONAL MISCONDUCT OR TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES

OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

13. TERM & TERMINATION, SUSPENSION

This Agreement will begin on the Effective Date as set forth above and will continue for a period of one year from the Effective Date, unless otherwise terminated under this Section 13 (the "**Agreement Term**"). The term of the subscription to the Services shall be set forth on each Order Form (the "**Subscription Term**"). The Agreement Term and the Subscription Term will each automatically renew for successive periods equal in length to their initial term, unless either party provides the other with written notice of intent to terminate 90 days prior to the end of the then current term.

Either party may terminate this Agreement or any Order Form (i) immediately in the event of a material breach of this Agreement or any such Order Form by the other party that is not cured within thirty (30) days of written notice from the other party, or (ii) immediately if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within ninety (90) days of filing. Termination of an Order Form will not terminate this Agreement. Termination of this Agreement will however terminate all outstanding Order Forms and Subscription Terms. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form.

Immediately upon any termination or expiration of this Agreement or any applicable Order Form, Devo will no longer provide the applicable Services to MSP and MSP will stop using the Services; provided that except in the event of termination by Devo for MSP's material uncured breach as set forth above, MSP may continue to use the Services for the remainder of all then outstanding Subscription Terms, excluding any renewals or extensions thereof (wind-down period). MSP will pay Devo for all fees that had accrued prior to the effective date of termination, as well as any fees for the remainder of the applicable wind-down period. Upon termination of this Agreement, each party will promptly return or destroy all Confidential Information of the other party in its possession. Within thirty (30) days following termination, MSP may retrieve MSP's Data in accordance with established and reasonable system access procedures. After such period, Devo will have no further obligation to store and/or make available MSP's Data and may delete the same. All terms which by their nature should survive termination of this Agreement shall survive such termination.

Devo reserves the right to suspend or limit access to the Services provided to MSP (or to a particular User) if MSP breaches the terms of this Agreement, including non-payment of any fees. Devo is not responsible for any liability or damage suffered by MSP as a result of any suspension or termination in accordance with this Agreement.

14. INDEMNIFICATION

Devo will indemnify, defend and hold MSP harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Losses**") incurred, arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against MSP alleging that the use of the Services as permitted hereunder infringes any patent, copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services in violation of this Agreement or applicable law, (b) use of the Services after Devo notifies MSP to discontinue use because of an infringement claim, (c) any claim relating to any third party products or services or MSP's Data, (d) modifications to the Services made by anyone other than Devo (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Services with software or equipment which was not provided by Devo, to the extent that MSP's liability for such claim would have been avoided in the absence of such combination, operation, or use; (f) compliance by Devo with MSP's custom requirements or specifications if and to the extent such compliance with MSP's custom requirements or specifications resulted in the infringement; or (g) any copyright issued or application published after the effective date of this Agreement. If the Services are held to infringe, Devo will, at Devo's own expense, in Devo's sole discretion, use commercially reasonable efforts either (a) to procure a license that will protect MSP against such claim without cost to MSP; (b) to replace the Services with non-infringing Services without material loss of functionality; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Order Form and refund to MSP any prepaid unused fees paid to Devo for the infringing Services. The rights and remedies granted to MSP under this Section 14 state Devo's entire liability, and MSP's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

MSP will indemnify, defend, and hold Devo harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against Devo that arises out of or results from a claim alleging that MSP's Data, or any use thereof, infringes the intellectual property rights or proprietary rights of a third party, or arising out of MSP's violation of any applicable law or its material breach of the provisions of this Agreement.

Each Party will indemnify, defend, and hold the other Party harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or negligent acts or omissions of such Party or its personnel under this Agreement.

The indemnified party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

15.   THIRD PARTY SOFTWARE.

The Services may be performed with or contain software governed by licenses from third parties ("**Third Party Software**"), including any software component that is subject to any open-source copyright license agreement ("**Open Source**"). Notwithstanding anything to the contrary in this Agreement, all Third Party Software is licensed to MSP solely under the terms of the corresponding third party license agreements provided or referenced in the Services. Devo makes no representation or warranty concerning Third Party Software and has no obligation or liability with respect to any Third Party Software. If the applicable third party licenses provide for the availability of source code of such Third Party Software and such source code is not already included in the Services' distribution, please contact Devo to obtain such source code.

16.   THIRD PARTY CONTENT

MSP may choose to access or use, at its sole discretion, certain third-party products, services or content that interoperate with the Services and that are made available through the Devo Exchange dashboard including, but not limited to third-party apps, tools, alerts or service integrations (collectively, "**Third-Party Content**"). All Third-Party Content is governed by the terms of service, end user license agreement, privacy policies, and/or any other applicable terms and policies of the Third Party Content provider and not Devo. MSP's access or use of Third-Party Content is at its own risk and solely between it and the applicable Third-Party Content provider. Devo does not make any representations, warranties, or guarantees regarding the Third-Party Content or the providers thereof, including, but not limited to, the Third-Party Content continued availability, security, and integrity, even if the particular Third Party Content has been reviewed, certified or vetted by Devo. Third-Party Content is made available by Devo on an "AS IS" and "AS AVAILABLE" basis, and Devo may cease providing it via Devo Exchange or otherwise at any time. Unless otherwise specified in writing by Devo, Devo will not be directly or indirectly responsible or liable in any manner, for any harms, damages, loss, lost profits, special or consequential damages, downtime or claims, arising out of or in connection with the installation of, use of, access to, or reliance on the performance of any of the Third-Party Content.

MSP may be required to grant Devo access to MSP's account with such Third Party Content providers to the extent necessary for Devo to allow the interoperation with the Services. By requesting or allowing Devo to enable access to such Third-Party Content in connection with the Services, MSP certifies that it is authorized under the provider's terms to allow such access. If MSP installs or enables (or direct or otherwise authorizes Devo to install or enable) Third-Party Content for use with the Services where the interoperation includes access by the Third Party Content provider to MSP's Data, MSP hereby authorize Devo to allow the provider of such Third-Party Content to access MSP's Data as necessary for the interoperation. MSP agrees that Devo is not responsible or liable for disclosure, modification or deletion of MSP's Data resulting from access to MSP's Data by such Third-Party Content.

17.   GENERAL PROVISIONS.

Entire Agreement. This Agreement, including all attachments and hyperlinks hereto and all Order Forms, contains the entire agreement between the parties, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by MSP shall be of no force or effect, even if the purchase order is accepted by Devo. In the event of any conflict between the terms of this Agreement and any Order Form, this Agreement shall control, unless such Order Form expressly states that it is to control. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof.

Assignment. This Agreement shall be binding upon and for the benefit of each party and their permitted successors and assigns. Either party may assign this Agreement and all Order Forms as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, and any

attempted assignment or delegation without such consent will be void. Devo may use independent contractors or subcontractors to assist in the delivery of Services; provided, that Devo remain liable for the actions or omissions of the independent contractors or subcontractors and for the payment of their compensation.

M*arketing*. MSP agrees that Devo may use MSP's trade names, trademarks or service marks and agrees further to perform reasonable best efforts to obtain the right for Devo to use its Customers' trade names, trademarks or service marks, in each case in connection with the performance of the Services, and in Devo's promotional materials, notices, and advertisements.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA without regard to its conflict of law provisions if MSP is located in the United States or rest of world outside the European Union. This Agreement shall be governed by and construed in accordance with the laws of Spain, without regard to its conflict of law provisions if MSP is located within the European Union.

Relationship of the Parties. Each party is an independent contractor, and nothing in this Agreement shall be construed as a partnership or creating the relationships of employer and employee, or principal and agent, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

Force Majeure. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

Notices. MSP consents to receiving electronic communications (including emails at the address in MSP's Order Form) and notifications from Devo in connection with MSP's use of the Services, and with respect to any notice, approval, request, authorization, direction or other communication to be provided to MSP under this Agreement. MSP is responsible for providing Devo with MSP's most current email address, and an email will be deemed received once it has been sent to the email address Devo has on file. Devo may also send notices to MSP via regular mail, and any notice MSP sends to Devo will be via regular mail. All such written notices (other than electronic communications) shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the party set forth on the applicable Order Form. Either party may change its address by giving written notice of such change to the other party.

No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

Waiver and Severability. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

Export. MSP will not export, re-export, use, or divert the Services to or on behalf of (a) any country that is subject to U.S., EU or UN economic sanctions administered by the Devo Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Commission or the UN, including but not limited to Burma, Cuba, Iran, Libya, Sudan, Syria and North Korea; (b) the government of any country sanctioned by any of the above, wherever located; or (c) persons or entities identified as "Specially Designated Nationals" by OFAC or sanctioned pursuant to applicable EU Regulation, or persons or entities that are owned or controlled by such person or entity. MSP shall not distribute or supply the Services to any person if MSP has reason to believe that such person intends to export, re-export or otherwise transfer the Services to, or use the Services in or for the benefit of, any such OFAC- or EU sanctioned countries, governments, persons, or entities. MSP shall not use the Services in connection with the commission of terrorist acts or the design, development, production, or use of nuclear, biological, or chemical weapons; missiles; or unmanned aerial vehicles. MSP shall not export, re-export, or transfer the Services to any person or entity with knowledge or reason to know that any of the prohibited activities identified in this section are intended by such person or entity. Without limiting the foregoing, MSP shall not commit any act which would, directly or indirectly, violate, or which may cause Devo to violate, any United States, EU or local law, regulation, treaty or agreement relating to the export or re-export of the Services. At MSP's expense, MSP shall obtain any government consents, authorizations, or licenses required for MSP to exercise MSP's rights and to discharge its obligations under this Agreement. MSP acknowledges that MSP's Data, once placed on the Services may constitute an export of MSP's Data by the MSP to one or more foreign jurisdictions, MSP shall not cause any such export of data in violation of the laws of the United States and/or such other foreign jurisdictions.

United States Government Restricted Rights. This provision applies only if MSP is accessing or otherwise using the Services on behalf of the United States Government or a state or local government entity located in the United States (collectively, the "**Government**"). Any technical data or Services which are licensed to the Government, its agencies and/or instrumentalities as a result of this Agreement are commercial technical data or commercial computer software developed exclusively at private expense as defined in FAR 2.101 or DFARS 252.227-7014 as applicable. For Technical data, use, duplication or disclosure by the Government is subject to restrictions as set forth in DFARS 202.227-7015 and this Agreement. For Services and any software contained therein, in accordance with FAR 12-212 or DFARS 227-7202, as applicable, use duplication or disclosure by the Government is set forth in this Agreement. No other rights are granted. Use of the Services and/or any technical data provided with such Services shall be deemed acceptance of this clause by MSP.

FOR AND ON BEHALF OF DEVO TECHNOLOGY, INC   FOR AND ON BEHALF OF _____

_____   _____

Name: Name:

Title: Title:

Date: Date: