

Market Connect 360 Monitoring Subscriber Agreement

1. INTRODUCTION

This Subscriber Agreement (the “Terms”) sets forth the terms and conditions that apply to your use or resale of access to the 360 Monitoring Platform (the “Platform”) as defined in these Terms. Please review these Terms carefully: they are a legal and binding agreement between you and the Vendor (as defined below). By (a) creating an account in the Platform; or (b) reselling access to the Platform to your customers; or (c) using the Platform in any other manner, you agree to these Terms. You may not use the Platform if you do not agree to these Terms. These Terms may be changed upon written notice. It is your obligation to review them frequently and to maintain a working contact address to receive notices.

The Platform provides subscribers with a central point of access to certain Vendor services and systems to monitor servers and related services. The features of the Platform are set out at <https://docs.360monitoring.com/> (“**Platform Features**”). The Platform Features may be changed by Provider (as defined below) at any time upon written notice. The Provider has no obligation to introduce any updates, enhancements, modifications, revisions, or additions to the Platform. Certain aspects of the Platform may be in “Beta.” If so indicated, the provisions of these Terms governing Beta items also apply.

2. CONTRACTING PARTIES

Access to the Platform and its resale capabilities is licensed to you through MarketConnect by **cPanel L.L.C.**, 2550 North Loop W., Suite 4006, Houston, TX 77092 / United States of America. In these Terms, cPanel L.L.C. is referred to as “we” or the “Provider”.

3. WHAT THE PLATFORM PROVIDES

The Platform is designed for providing password-restricted access to your customers’ (the “Subscribers”) stored information as 360 Monitoring users such as name, the registered address, information about Subscribers’ licenses (incl. licenses to associated third party products) and servers. The Platform may also provide a method by which Subscribers may access different features using a single set of credentials / single sign on (“SSO”). The centralization and combination of different available data sources is the core purpose of the Platform. If you or your Subscribers do not agree to this combination of available data, you should **NOT** register for any service provided by the Platform or resell access to the Platform. When registering for the Platform, Subscribers’ consent is required to allow the respective Provider to combine available data from its different resources and systems (e.g., its CRM, Licensing and Support Systems, Forums) for the purpose of centralizing such information in the Platform. You are solely responsible for the collection of suitable consent by your Subscribers for the combination and processing of such data by the Platform.

After successfully registering an account for the Platform, Subscribers will be provided with password-restricted access to their personal web-based administration interface, created to assist with maintaining and monitoring their servers.

4. LICENSE TO RESELL

Subject to your full and ongoing compliance with these Terms, including, without limitation, payment of all applicable license fees for the Platform, the Provider hereby grants to you, and you accept, a personal, limited, nonexclusive, nontransferable, non-assignable, revocable license to resell access to the Platform

to Subscribers during the Term, only as authorized in these Terms. Any resale of access to the Platform to Subscribers can only happen under terms and conditions, similar and as restrictive as the terms contained in this Subscriber Agreement. For the avoidance of doubt, you are not entitled to appoint sub-resellers under this Subscriber Agreement.

5. SUBSCRIBER CONDUCT

a) Subscribers agree to be solely responsible for: (i) any passwords used in the Platform and their security, and (ii) the provision of true, accurate, current and complete information when registering for the Platform. Accordingly, if any information is false, inaccurate, out of date or incomplete, or Provider has reasonable grounds to suspect that such information is false, inaccurate, not current or incomplete, Provider may suspend or terminate Subscriber accounts and refuse any and all current or future use of, or access to, the Platform (or any portion thereof).

Provider is not liable for any unauthorized use of a Platform account or any third party services associated with it and Subscribers accept all risks of unauthorized access to such information based on grounds, not attributable to Provider (e.g., your disclosure / loss of your login credentials).

Subscribers will not use the SSO features of the Platform to provide services to third parties.

Furthermore, Provider shall have the right to delete abandoned accounts or access to the Platform after a reasonable timeframe of inactivity.

b) You and Subscribers agree not to use the Platform for any illegal, destructive or fraudulent purposes. Any use of the Platform for purposes other than the monitoring and administration of your own servers and product licenses is forbidden and unlicensed.

In the event the Platform allows Subscribers to enter, manage, maintain or change data of others (e.g., team members), any use and processing of any form of personal data belonging to these persons may be restricted by privacy laws and Subscribers reaffirm having all required consents and authorizations by the affected data subjects for such processing. Provider is not responsible and disclaims any liability for breaches of privacy laws by your or Subscribers' use of the data, provided to the Platform.

6. OUR OBLIGATIONS

a) Subject to your compliance with these Terms at all times during your use or resale of access to the Platform, Provider grants access to the available services of the Platform via access credentials and in accordance with the type of the respective subscription. If a fee is required to access certain features of the Platform, access to those features is conditioned on full payment of the fee set out during the subscription process.

b) Provider's sole and exclusive obligation under these terms is to provide you and your Subscribers with reasonable access to the Platform.

c) Technical support for the Platform will be provided to you directly by the Provider. As a registered account holder, you will be eligible of submitting support requests to Provider relating to availability and functionality of the Platform itself. Direct Subscriber support will be assumed by you. The Provider will reject direct Subscriber requests for technical assistance.

d) The SSO features of the Platform provides connectors, configured by you, that interact with third party applications. You acknowledge and agree that the Provider is not responsible for any changes to, functionality of, or defect with, any third party applications and that interoperability with the SSO features of the Platform can be broken temporarily or permanently at any time.

7. FEES AND PAYMENTS

- a) Your resale of access to the Platform will be charged by the Provider at the agreed rates on a monthly basis.
- b) The Provider may add or remove services offered on the Platform at any time, and without notice, always provided that the core functionalities of the Platform remain unaffected. In addition, Provider may amend these Terms at any time by providing thirty days prior written notice of such a change. If you do not agree with such a change, you must cease using the impacted service prior to the thirty day period. Your continued use of the Platform after the thirty day period indicates your acceptance of changes.
- c) All fees and charges as a result of your use or resale of access to the Platform shall be payable net cash without deductions for taxes, assessments, fees, or charges of any kind. You are responsible for paying all sales, use, excise, value-added, withholding or other tax or governmental charges imposed on the licensing or use of the Platform. In the event withholding taxes would apply to any payment from you, you agree that the Provider may automatically increase the original license or service pricing by the amount of such taxes and you will remit such taxes to your respective authority at your place of business with the effect, that after deduction of such taxes, the Provider will receive the original fee owed.
- d) Unless set forth to the contrary in a separate agreement, duly signed by representatives of both, you and the Provider, all invoices are due thirty days from the date of Provider's invoice ("Invoice Date"). Should you dispute any invoice, you must provide written notice of the dispute to the Provider prior to the invoice due date, specifically stating the reasons for your dispute. Should the Provider agree with your dispute, the amount determined by the Provider to be invoiced in error shall be applied as a credit to the next full invoice. Should the Provider reject the dispute, it shall notify you in writing. All determinations of the Provider shall be final.
- e) All payments shall be made in the invoiced currency. If payment in full is not received by the Provider per the terms of the invoice, you will be assessed annual (pro-rated) interest at the maximum rate permitted by law until the invoice is paid in full. In the event your account has to be referred to a collection agency or a law office, you shall also pay all costs incurred by the Provider for actions taken by such collection agency or law office.

8. TERM / TERMINATION

- a) Upon your successful resale of access to the Platform, these Terms will govern your resale of access to the Platform for as long as you continue to do so. You may stop reselling the Platform, as well as the applicability of these Terms, by permanently deleting your reseller account. For the avoidance of doubt, and for clarity, these Terms will remain applicable to you for as long as one of your Subscribers has access to the Platform through your resale.
- b) Both you and the Provider, may at any time terminate your access to the Platform for cause if the other party fails to perform any material obligation imposed by these Terms or otherwise breaches any material provision of these Terms. Failure to pay fees of any type to the Provider shall be a material breach of these Terms. Any such termination of your access may also terminate your Subscribers' eligibility for the receipt of any free and paid services within the Platform.

9. CONFIDENTIALITY OF INFORMATION / INTELLECTUAL PROPERTY RIGHTS

- a) In the course of performing their obligations pursuant to these Terms, both you, Subscribers and the Provider (as the case may be, each a "Receiving Party") may be furnished with, receive, and otherwise have access to information concerning the other(s) (as the case may be, each a "Disclosing Party") or proprietary information belonging to the Disclosing Party, which information the Disclosing Party considers to be confidential. For the purposes of these Terms, "Confidential Information" shall include, but not be limited to, structural information about the architecture of the Platform and any information

relating thereto; all information relating to the Disclosing Party's business, including, without limitation, financial, marketing, and customer information, and any other information that would be considered confidential by a reasonable business person during the applicability of these Terms and for a period of five years following their termination or expiration.

All Confidential Information shall be the property of the Disclosing Party. The Receiving Party shall: (I) hold all Confidential Information in strict confidence and refrain from disclosing Confidential Information to third parties, except as expressly authorized by these Terms; (II) use Confidential Information solely and exclusively for the purposes of fulfilling its obligations under these Terms, and only as expressly authorized by these Terms; and (III) accord Confidential Information at least the same level of protection against unauthorized use or disclosure that the Receiving Party customarily accords to its own confidential, proprietary, or trade secret information of a like nature, but in no event less than a reasonable level of protection.

Upon termination of access to the Platform for any reason, or upon the request of the Disclosing Party, the Receiving Party shall either return to the Disclosing Party or destroy, at the sole option of the Disclosing Party, all Confidential Information.

b) In furtherance of the foregoing, both Parties may in the course of their respective responsibilities under these Terms either provide, be furnished with or have access to information which may qualify as "personal data" in some or all jurisdictions. Each party agrees and acknowledges that the other may collect, use and or process such personal data in performing its contractual duties and may also disclose the personal data to third parties in its country of residence and abroad to the extent required by these Terms or if required for the performance of its obligations under this Agreement, however always in accordance with the provisions of the applicable data protection laws in effect. By implementing and maintaining sufficient technical and organizational measures as requested by applicable data protection laws, either party makes sure that the other party's personal data is kept in strictest confidence and protected sufficiently against disclosure, loss or destruction.

Any personal data provided by you to Provider in the course of setting up and maintaining your account to the Platform will be processed by the Provider in accordance to its then current privacy policy, available at the Provider's website. As set forth in section 3 of these Terms, the use, processing and combination of different data sources available to the Provider is one of the core functionalities of the Platform, which is why the lawfulness of processing of such data results from Article 6, subsection 1(b) of the GDPR. Additionally, and for the sake of clarity, your express consent for these processing activities is furthermore required when setting up your reseller account.

c) The Provider does not sell any personal data to third parties for any commercial or non-commercial interest.

d) You acknowledge that the Platform as well as the products, services, documentation and other materials available through it (collectively the "Products") are protected under copyright law and other laws protecting intellectual property rights. You further acknowledge the exclusive rights of the Provider in and to the Platform and acknowledge that the Provider and its respective Licensor retain sole title to and ownership of the Platform. Nothing in these Terms or the conduct of the Parties shall give you any ownership interest in the Platform, except for a limited right to use the same in accordance with these Terms. You shall not represent, in any manner, that you have an ownership interest in the Platform or cause any third party to commit any act challenging, contesting, or in any way impairing or attempting to impair the rights of the Provider in the Platform.

10. INDEMNITY

You hereby agree to indemnify and hold harmless the Provider, its subsidiaries, affiliates and licensors, and each of their respective directors, officers, employees and agents (collectively the "Indemnified Parties"), against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses, including, without limitation, reasonable attorneys' fees (any or all of the foregoing hereinafter referred to as "Loss" or "Losses"), insofar as such Losses or actions in respect thereof arise out of or are based on (i) any breach of any representation or warranty made by you hereunder, (ii) any

breach of any covenant or agreement made by you herein, or any failure by you to perform the obligations imposed by these Terms; (iii) any other Loss suffered by any of the Indemnified Parties arising from or relating to your conduct with respect to your use or resale of the Platform; or (iv) your violation of any rights of another person or entity, including, but not limited to, third-party intellectual property rights or moral rights as well as life or health of individuals.

11. MODIFICATION OF TERMS AND SERVICES

Provider may make changes to these Terms or other matters concerning the Platform by publishing revised versions of these Terms. It is your responsibility to periodically check these Terms and your account for changes. At any time, Provider reserves the right to modify or discontinue, temporarily or permanently, any of the platform services offered (or any part thereof) with or without notice. Provider may make changes to the Platform at any time without notice. Provider may, in its sole discretion, terminate your password, your use of the Platform services or use of any other Platform service for any reason, including, without limitation, for lack of use or if Provider believes that you have violated or acted inconsistently with these Terms. Any termination of your access to the Platform may occur without prior notice, and Provider may immediately de-activate or delete your account and all related information and files in your account and/or bar any further access to such files or the services. Provider will not be liable to you or any third-party for any termination, modification, or suspension of your access to the Platform. However, in such case, Provider will have the right to entirely delete your account data (including personal information) in accordance with the applicable privacy laws.

12. ADVERTISEMENTS AND PROMOTIONS

As one of the core functionalities of the Platform, Provider may also use the data you provide and generated by you within the Platform or your usage behavior to provide you with tailored offerings or recommendations related to Vendor products, extensions, content, functionalities or best practices, which may be of interest for you (an "Offering"). A limited number of Platform cookies as well as up-to-date profile/account information help the Provider in choosing only relevant recommendations, which is why you are asked to periodically check the data you provide using the Platform for accuracy. Whereas some of the data you provide is necessarily required for setting up your account, you will always have the possibility to provide additional data to further personalize recommendations and Offerings. Except in a transaction in which a party is acquired, in no event will Provider or a Vendor sell any submitted data to a non-affiliated third party without your express prior written consent. It is your responsibility to determine the fitness of any third party with whom you transact as a result of any such Offering.

In the event such Offerings involve services or products of third parties available from a Vendor via the Platform, any correspondence or business dealings with, or participation in promotions of, advertisers other than a Vendor found on or through the Platform, including direct payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such Offerings, are solely between you and such advertisers. Neither the Provider, nor its Licensor, are responsible or liable for any loss or damage of any sort incurred as the result of any such Offerings or as the result of the presence of advertisers on the Platform.

13. LINKS

Within the Platform, you may be provided with links to other internet sites or resources (such as third party vendors, etc.). Because Provider has no control over such sites and resources, you acknowledge and agree that Provider is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Provider will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party content, goods or services available on or through any such site or resource. Provider is providing these links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by Provider of those sites.

14. REPRESENTATIONS AND WARRANTIES

a) Provider warrants that it has the right to provide you with access to the Platform, its systems, products and services. Except for the warranties set out in the prior sentence, the Platform is provided to you 'as is' and 'as available' and all other warranties, express or implied, included, but not limited to any implied warranties of merchantability or fitness for a particular purpose, title, quiet enjoyment, non-infringement or any implied warranties arising from course of dealing, course of performance or usage of trade are disclaimed. Provider makes no representations, warranties, conditions or guarantees as to the quality, suitability, truth, accuracy or completeness of any of the content contained on the Platform or any product or service that the Platform connects to.

b) You warrant to Provider that you: (a) have the full right, power and authority to enter into these Terms on behalf of yourself or the legal entity you are acting for and to undertake to perform the acts required of you hereunder; (b) the execution of these Terms by you, and the performance by you of your obligations and duties to the extent set forth in these Terms, do not and will not violate any agreement to which you are a party or by which you are otherwise bound; (c) when accepted (see section 1) or executed and delivered by you, these Terms will constitute a legal, valid and binding obligation on you, enforceable against you in accordance with the representations, warranties, terms and conditions; and (d) you will comply with all applicable laws related to the use and installation of the Platform and the performance of your obligations under these Terms.

c) Provider furthermore makes no warranty or condition that: (i) the products or services will meet your requirements, (ii) the Platform or services will be uninterrupted, timely, secure, error-free or non-infringing (iii) the results that may be obtained from the use of the Platform and its services will be accurate or reliable, (iv) the quality of any products, software, services, information, or other material obtained by you through the Platform will meet your expectations, or (v) any errors in the Platform, any software or services will be corrected.

d) Your use of the Platform is at your sole risk. The Platform as well as any services or content provided therein are provided "with all faults," and is for commercial use only. Any material downloaded or otherwise obtained through the use of the Platform occurs at your own discretion and risk and you are solely responsible for any damage to your computer system, loss of data or infringement that results from the download of any such material, including any damages resulting from computer viruses.

e) No advice or information, whether oral or written, obtained by you through the Platform will create any warranty or condition not expressly stated in these terms.

15. LIMITATION OF LIABILITY

a) Notwithstanding the warranty provisions set forth in these Terms, all of the obligations of Provider regarding warranties shall be contingent on your use of the Platform in accordance with these Terms, as these Terms may be amended, supplemented, or modified by Provider from time-to-time. Provider shall have no warranty obligations regarding any failures of the Platform, which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

b) YOU ACKNOWLEDGE AND AGREE THAT GRANTING YOU WITH ACCESS TO THE PLATFORM DOES NOT INCLUDE ANY RESPONSIBILITY OR LIABILITY OF PROVIDER OR THE ASSUMPTION BY PROVIDER OF THE RISK OF YOUR OR ANY THIRD PARTY'S INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) WHICH MAY ARISE IN CONNECTION WITH YOUR USE OF THE PLATFORM. ACCORDINGLY, YOU HEREBY AGREE, THAT NEITHER PROVIDER NOR ITS LICENSORS, SHALL BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOST SAVINGS OR LOSS OF REVENUES ARISING FROM YOUR USE OF THE PLATFORM, EVEN IF PROVIDER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE

AGGREGATE. IT IS AGREED THAT PROVIDER'S OR ITS LICENSORS' LIABILITY FOR SLIGHT OR SIMPLE NEGLIGENCE SHALL MUTUALLY BE EXCLUDED, HOWEVER SUBJECT TO THE LIMITATIONS BELOW OR GIVEN BY THE APPLICABLE LAWS. PROVIDER'S OR ITS LICENSORS' LIABILITY IN CONNECTION WITH THESE TERMS AND THE USE OF THE PLATFORM FOR ANY DAMAGES RESULTING FROM NEGLIGENCE OR GROSS NEGLIGENCE SHALL BE LIMITED TO THE AMOUNT OF THE TYPICAL AND FORSEEABLE DAMAGE. SUCH LIABILITY HOWEVER, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OR EQUIVALENT OF US\$ 1,000. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THIS LIMIT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT PROVIDER OR VENDOR WOULD NOT HAVE ACCEPTED YOUR REQUEST FOR ACCESS TO THE PLATFORM WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

c) Provider is finally not liable for the loss of data and/or programs as far as the loss is based on the fact that you have refrained from making sufficient back-up copies and therefore from ensuring that lost data can be restored with reasonable effort.

d) Nothing in these Terms shall be deemed to exclude or limit either party's liability with respect to (1) injuries to or death of any person, caused by a party or its representatives, auxiliary persons (executive and non-executive staff) and subcontractors; (2) loss and damages caused by willful intent or gross negligence by either party or its representatives, auxiliary persons (executive and non-executive staff) and subcontractors; (3) any indemnity or guarantee given by either party under these Terms; and (4) any mandatory liability according to the applicable law. In any case, the party's liability hereunder shall be limited to the minimum required by the applicable law.

16. GENERAL

a) These Terms and your use of the Platform shall be governed by the laws of the United Kingdom and you agree that jurisdiction and venue are appropriate in the applicable courts located in London /UK. The provisions of the U.N. Convention on Contracts for the International Sale of Goods are hereby mutually disclaimed.

b) All notices, requests, and demands expressly contemplated by or related to these Terms or your use of the Platform shall be made in writing and shall be deemed to have been duly given: (I) when hand-delivered to the addressee; (II) when provably transmitted by facsimile or e-mail (both with confirmation of receipt); (III) one business day after being given to an overnight courier with a reliable system for tracking delivery; or (IV) three business days after the day of mailing, when mailed by registered or certified mail, return receipt requested, postage prepaid.

c) All notices to the Provider shall be sent to the address set forth in section 2 of these Terms and all notices to you will be sent to the address specified in your Platform account. Each party shall promptly notify the other Party in writing, as provided in these Terms, of a change of address or designated representative.

d) You agree that you shall not, directly or indirectly, use, install, sublicense or resell any items provided to you through the Platform, access the Platform, or otherwise engage in any dealing or transaction, directly or indirectly, with or involving any country or region or any person if such use, installation, sublicense or resale of such items would be prohibited for any U.S., EU or UK citizen by virtue of any applicable law. You shall also ensure that no licensee or other third party, directly or indirectly, engages in any such use, installation, sublicensing or resale or engages in any such dealing or transaction. The foregoing commitments shall apply with respect to, without limitation, any individual or organization on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, the Consolidated Screening List, the SECO list or the Consolidated European Sanctions and Embargoes List or any other individual or organization that is the subject of a U.S., EU or UK legal measure that provides for sanctions blocking the property.

e) No waiver will be effective unless documented in writing, signed by an authorized representative of the party against which enforcement of the waiver is sought. The failure of either party to insist upon

strict performance of any of the terms or provisions of these Terms, or the exercise of any option, right, or remedy contained in it, shall not be construed as a waiver of any future application of such term, provision, option, right, or remedy, and such term, provision, option, right, or remedy shall continue and remain in full force and effect.

f) If a court of competent jurisdiction finds any provision of the Terms to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Platform or the Terms must be filed within one year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.

g) The parties shall be independent contractors under these Terms. Nothing in these Terms or in the conduct of the Parties shall be interpreted or construed as creating or establishing any relationship between the Parties other than that of independent contractors.

h) Either party's non-performance hereunder will be excused, to the extent reasonably necessary, in the event that an act of God, war, civil unrest, fire, explosion, or other force majeure event that occurs without the fault or negligence of the non-performing party prevents timely performance under these Terms, provided that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such failure to perform or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means. The affected party will promptly notify the other party of the circumstances causing its failure to perform or delay. For as long as such circumstances prevail, the party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to commence or resume performance without delay.

i) The provisions of the Provider's EULA remain applicable to your use of the Provider's genuine products.