



MSP Addendum to MSA

1. Section 2(A) of the MSA is hereby amended and restated in its entirety as follows:

“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 (including providing the Services to your authorized customers) during your subscription period specified on the applicable Order. You are expressly prohibited from sublicensing use of the Services to third parties, except that you may choose to offer access to and use of the Services to your Affiliates and customers; provided, that, you hereby agree that (i) you shall remain the contracting party with us with respect to all matters including but not limited to the payment of fees and all access and use; (ii) you shall retain full, unconditional responsibility for all such access to and use of the Services and LogicMonitor Technology and all compliance with the terms and conditions hereof as though such use and access is directly by you; and (iii) with respect to your customers, you agree not to provide any such access or use unless and until you have entered into a written End User License Agreement (or similar written agreement) that is consistent with the terms of this Agreement and includes similarly rigorous and protective provisions regarding protection of our intellectual property, confidentiality, disclaimers and limitations of liability (“**Minimum Required Terms**”). As used herein, “**Affiliate**” means a corporation or other legal entity which is controlled by or is under common control with either party, and “**control**” means an ownership interest of more than 50% of the shares or membership interests in such entity or party 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.”

2. Support. The technical support included with your subscription purchase and described in Section 2(b) of the MSA shall be provided by LogicMonitor to you and not, for the avoidance of doubt, directly from LogicMonitor to your customers. In the event that you wish for LogicMonitor to provide direct support to your customers, you acknowledge and agree that LogicMonitor may charge its then current rates for Professional Services.

3. Your Customers. As a managed service provider, you may unilaterally establish your own sale prices and terms regarding the products and services you sell to your MSP customers, including access and use rights with respect to the Services, subject to the terms of this Agreement (including the requirement that your customer agree to Minimum Required Terms with respect to the Services). You are responsible for all credit risk regarding, and for collecting payments from, your MSP customers. Your inability to collect amounts from your MSP customers does not affect your payment obligations to LogicMonitor under this Agreement.

4. License to Collector Software. Section 5(C) of the MSA is hereby amended and restated in its entirety as follows:

“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 Collector Software (in object code form) onto your network for the sole purposes of (i) using the LogicMonitor Service for your internal business purposes (including providing the Services to your authorized customers), and (ii) provided you have previously entered a written EULA as described in Section 2(A) with respect to your customers, providing access to the LogicMonitor Services to your Affiliates and customers for their internal business purposes and not for any further resale or distribution. The Software is not sold but licensed hereunder.”

5. Not for Resale. Relicensing or sublicensing any Services under this Agreement, other than providing the Services to your authorized customers as described above, is a violation of these license terms. Any Services that are eligible for “**Resale**” must: (i) explicitly state such in the applicable Order Form, and (ii) comply with the Deal Registration process outlined in our then-current partner network guidelines, or other similar method designated by us (“**Registration**”); provided that, if (i) and (ii) above have not been met, in LogicMonitor’s sole discretion, then such licenses for any purported Resale will be charged to you at our then-standard list price.

6. Sharing Confidential Information with Prospects. In its capacity as a managed service provider, Customer may provide Confidential Information hereunder to its prospective customers of the Services (“**Prospects**”) and for the sole purpose of their evaluation and potential purchase of such Services; provided, that; prior to providing any such access, Customer ensures that such Prospect has agreed in writing to protect such Confidential Information with terms no less stringent than are imposed by Article 7 of the MSA, with such obligations to continue for the full term of Prospect’s use of the Services.

7. Customer List. On an annual basis, or upon request by LogicMonitor no more than once per calendar quarter, Customer shall provide a list of its then-current customers utilizing the LogicMonitor service.

8. Records; Audit. During the term of this Agreement and for a period of three (3) years thereafter, Customer will maintain complete and accurate books and records regarding Customer’s use of the Service with its customers. During such period, LogicMonitor will have the right to inspect and audit such books and records for the purpose of confirming Customer’s compliance with the terms of this Agreement, including its payment obligations. Any such inspection and audit will be conducted during regular business hours and in a manner that minimizes interference with Customer’s normal business activities. If such an inspection and audit reveals an underpayment of any amounts payable to LogicMonitor, as applicable, then Customer will promptly remit the full amount of such underpayment to LogicMonitor, including interest calculated in accordance with the terms of Section 3(D). If the underpaid amount exceeds 5% of the amounts payable to LogicMonitor, for the period audited, then Customer shall be responsible for paying LogicMonitor’s reasonable costs of conducting the inspection and audit.