ELEVITY SERVICES CONTINUUM ADDENDUM

This Elevity Services Continuum Addendum ("Continuum Addendum") is made a part of the Elevity Master Services Agreement ("MSA") and the Order For Recurring/Support Services ("Order"), by and between Gordon Flesch Company, Inc. d/b/a Elevity ("Elevity") and You the Elevity customer ("Customer" or "You") acquiring Continuum IT Services ("Continuum IT Services") from Elevity, (collectively, the "Agreement"). All terms used herein and not otherwise defined are to have the same meaning as defined in the Agreement.

- 1. <u>Users</u>. The Continuum IT Services performed by Elevity Partner Continuum Managed Services Holdco, LLC ("Continuum") and supplied to You by Elevity are available only to approved users (each, a "Registered User") for the approved computer work stations, approved servers and/or approved mobile devices (e.g. smart phones and tablet computers) (each unit, a "Registered Unit") that are a part of or have access to Your computer system. On-site support hours are from 8:00am to 4:30pm, Monday through Friday. Toll-free telephone help desk support and emergency support is available to You to the extent You have selected such services as provided herein.
- 2. <u>Customer's Responsibilities</u>. You are responsible for providing Elevity with complete information concerning each Registered Unit and Registered User, and to notify Elevity by email to the Elevity IT Services account manager in the event You wish to add or change a Registered Unit or Registered User. You will notify Elevity of any computer work stations, servers and/or mobile devices that You wish to register, and Your employees with whom such Registered Units will be associated along with such employees' contact information, within 5 business days of hiring an employee or acquiring the computer work stations, servers and/or mobile devices. You will be billed for any added Registered Unit beginning the date it becomes a Registered Unit. You agree to not (i) copy, modify, transfer or distribute the Continuum IT Services, (ii) reverse assemble, reverse engineer, reverse compile, attempt to discover the source code or underlying structure of, or otherwise translate any portion of the Continuum IT Services, (iii) sublicense, sell, resell, rent, lease, time share, assign the license to use the Continuum IT Services, or otherwise commercially exploit or make the Continuum IT Services available to any third party, (iv) access or use the Continuum IT Services (or any part thereof) to build a competitive product or service, (v) use the Continuum IT Services in violation of any applicable law or regulation, or (vi) use the Continuum IT Services beyond the scope of the rights granted herein. You agree to not use the Continuum IT Services to: (vii) send, upload or otherwise transmit any data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (viii) upload or otherwise transmit, display or distribute any data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (ix) 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; or (x) interfere with or disrupt the Continuum IT Services or networks connected to the Continuum IT Services (collectively, the "Customer Restrictions"). Continuum is a third-party beneficiary to the Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions of this section as if it were a party hereto. You agree to assume liability for, and to indemnify, defend and hold Continuum harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to Your breach of the Customer Restrictions.
- 3. <u>Registered Users</u>. The initial number of Registered Units is the minimum number of Registered Units for the Term of the applicable Order. Elevity will not refund any amounts paid by You for cancelled accounts. You acknowledge and agree that Elevity incurs significant costs at the beginning of its relationship with You for Continuum IT Services and except as otherwise provided herein, You agree to pay Elevity the Accelerated Payment if the applicable Order is terminated for any reason prior to the completion of the initial term of the applicable Order.
- 4. <u>Fair Usage Policy</u>. Although Elevity has set no fixed upper limit on the amount of telephone or online support requests You may make annually, each Customer's use is subject to Elevity's "fair use" policy. Under this policy, if at any time, in Elevity's sole discretion, Your use of the Continuum IT Services exceeds the level of use reasonably expected from a customer using the Continuum IT Services for business use, Elevity will work with You to determine the source or reason for such excessive use. If such efforts fail and excessive use continues, then Elevity reserves the right to suspend or terminate Your use of Continuum IT Services, following thirty (30) days written notice to You regarding such excessive use. In addition, Elevity reserves the right to suspend or terminate the Continuum IT Services provided to You if Elevity, in its sole discretion, determines that the Continuum IT Services are being used (a) fraudulently, (b) by any person or business entity other than You, or (c) for any computer equipment or system other than a Registered Unit.
- 5. Modifications to Terms of Service. Elevity reserves the right to amend this Continuum Addendum at any time, and will inform You of any amendment that materially reduces the Continuum IT Services by sending information regarding any such amendment to the email address of the primary contact and/or billing contact that You provide to Elevity. If the amendment materially reduces the Continuum IT Services provided to You and such material reduction continues for a period of sixty (60) days following written notice thereof, You may terminate an Order as it pertains to the affected Continuum IT Services. You may also contact Elevity for clarification and request additional information. Your continued use of the Continuum IT Services following the sixty (60) day notice period will be deemed acceptance by You of the amended Continuum Addendum. Annually, Elevity may adjust the fees charged under each Order.
- 6. <u>Addendum</u>. Any conflict between the provisions of this Continuum Addendum and any other document or agreement regarding Continuum IT Services, and the rights, benefits, and obligations regarding Continuum IT Services will be resolved in favor of this Continuum Addendum.

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