

CRADLEPOINT MANAGED SERVICE PROVIDER ADDENDUM

BY CLICKING ON THE “ACCEPT” OR “CONTINUE” BUTTON OF THE TERMS OF SERVICE AND LICENSE AGREEMENT (“TSLA”), YOU AS A MANAGED SERVICE PROVIDER AND ANY ENTITY THAT YOU REPRESENT (THE “MSP”) AND ANYONE TO WHOM MSP PROVIDES ACCESS TO THE SERVICES OR THAT IS USING OR ACCESSING THE SERVICES ON MSP’S BEHALF (COLLECTIVELY, “AGENTS”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE TSLA AND THIS MANAGED SERVICE PROVIDER ADDENDUM (“ADDENDUM”). THIS ADDENDUM, TOGETHER WITH THE TSLA, (COLLECTIVELY “SERVICES AGREEMENT”) DEFINES THE TERMS AND CONDITIONS PURSUANT TO WHICH CRADLEPOINT AGREES TO ALLOW YOU, AS A MSP, TO BUNDLE AND BILL FOR INTEGRATED SERVICES AND DELIVER THEM, OR FACILITATE THE DELIVERY THEREOF, TO YOUR CUSTOMERS, IN ACCORDANCE WITH CRADLEPOINT’S NETCLOUD™ MSP PROGRAM FOR MSPS AS DETAILED HEREIN. IF YOU ARE ENTERING INTO THIS SERVICES AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND MSP. MSP’S CONTINUED USE OF SERVICES AND SOFTWARE PROVIDED BY CRADLEPOINT, INC. (“CRADLEPOINT”) SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS SERVICES AGREEMENT. IF MSP DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS SERVICES AGREEMENT, CLICK THE “CANCEL” OR BROWSER BACK BUTTON AND THE ACCOUNT REGISTRATION OR SETUP PROCESS WILL NOT CONTINUE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. DEFINITIONS. Defined terms used but not defined in this MSP Addendum, shall have the meaning ascribed in the TSLA.

1.1 **“Collaborator”** means an option available to the MSP within the Service that allows the MSP to assign an End Customer access to the administrative functionality and permissions of the management services of Service.

1.2 **“End Customer”** means: (i) a customer of MSP for which MSP utilizes the Service in conjunction with the Integrated Services; or (ii) a customer of MSP to which MSP has granted Collaborator status for the management services of the Service; or (iii) a customer of MSP that utilizes the network services of the Service.

1.4 **“Integrated Services”** means other product(s), professional service(s), managed services(s), or business practice(s) provided by the MSP and combined with the Service to create a combined single service/product package that is delivered to End Customers and supported, as set forth in Schedule A, by the MSP. The Integrated Services must have MSP-specific branding, packaging, pricing or support, in accordance with in this Services Agreement, which differentiate it from standard and generally available Cradlepoint services.

1.7 **“Territory”** means the geography in which the MSP is licensed to offer the Integrated Services.

2. MSP LICENSE

2.1 Subject to MSP’s full compliance with the terms of this Services Agreement, (i) Cradlepoint will provide MSP with access to the Services through the internet as set forth in the TSLA, this Addendum and the applicable order, (ii) Cradlepoint hereby grants MSP a nonexclusive, non-transferable, limited, fully-revocable license to use the Service for the provision of Integrated Services to End Customers in the Territory, and (iii) Cradlepoint hereby grants MSP a nonexclusive, limited, fully-revocable license to distribute the Client Software (defined below) to End Customers or its Agents in conjunction with the Integrated Services in the Territory provided such End Customers

and Agents have accepted the terms of the License and agree to be bound by terms at least as restrictive as the terms of the TSLA and this Addendum with respect to restrictions and responsibilities.

2.2 The Services are subject to modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give MSP prior written notice of any such modification. Cradlepoint reserves the right to modify or discontinue the Service or any part thereof at any time in its discretion or to change the terms and conditions under which it provides the Service.

2.3 MSP understands that notwithstanding the use of terms such as "sell," "sales" or the like in connection with MSP's activities under the Services Agreement, MSP is solely an independent entity and has no authority to make representations, incur obligations or otherwise act on behalf of Cradlepoint in any way. Nothing contained in this Services Agreement shall be deemed to create any partnership or joint venture between the parties. MSP is an independent contractor and is not the legal representative or agent of Cradlepoint for any purpose and shall have no right or authority (except as expressly provided in this Services Agreement) to incur, assume or create in writing or otherwise, any obligations over Cradlepoint or its employees.

2.4 All rights not expressly granted to MSP in the Services Agreement are reserved by Cradlepoint.

3. MSP RESTRICTIONS AND RESPONSIBILITIES.

3.1 **Single Point of Contact.** MSP will designate an employee who will be responsible for all matters relating to this Services Agreement ("Primary Contact"). MSP may change the individual designated as Primary Contact at any time by providing written notice to Cradlepoint.

3.2 **End Customer Support.** MSP shall provide all support services to End Customers for the Integrated Services.

3.3 **Account Security.** MSP will be responsible for maintaining the security of MSP account, passwords (including but not limited to administrative and user passwords) and files, and for all users of MSP account with or without MSP's knowledge or consent.

3.4 **Compliance with Applicable Laws.** MSP shall at all times comply with all applicable privacy, consumer protection, marketing and data security laws and government guidelines, including (without limitation) all laws that apply to collecting, accessing, using, disclosing and securing data of the End Customer.

3.5 **Restrictions and Acceptable Use.** MSP will not, and will not permit any Agent or End Customer to violate any of the restrictions and responsibilities set forth in the TSLA except as expressly allowed in Section 2 of this Addendum with respect to the provision of Integrated Services to End Customers. MSP agrees not to use, or allow the use of, the Services in High Risk Applications, and not to market, sell or provide Integrated Services to MSP Customers or End Customers for use in High Risk Applications. MSP is responsible for all acts and omissions of its Agents and End Customers (including any breaches of this Services Agreement) as if MSP committed such act or omission itself. Cradlepoint may exercise any rights and/or remedies under this Services Agreement, at law or in equity, against MSP based upon such acts or omissions of such End Customers.

3.6 **Representations or Warranties.** In addition to warranties set forth in Section 6.1, MSP hereby represents, warrants and covenants that it has all necessary consents and authorization as may be required by law for MSP to: (i) use the Service on the End Customers' behalf; (ii) access such End Customers' networks, systems, personally identifiable information of Customer's and End Customers' employees, contractors and/or representatives, data, and information ("Customer Information") on behalf of such End Customer; and (iii) provide such Customer Information to Cradlepoint for the performance of the Services. MSP further represents and warrants that it shall process the Customer Information in accordance with applicable laws, rules and regulations and in compliance with the TSLA and Cradlepoint's Privacy Policy at <https://cradlepoint.com/privacy-policy> and MSP shall notify each End Customer in writing: (i) the Customer Information entered into or gathered and/or stored in conjunction with the use of the Service shall be governed under the terms of the TSLA and Cradlepoint's Privacy Policy; (ii) that Cradlepoint's Privacy Policy is available at <https://cradlepoint.com/privacy-policy>; and (iii) upon termination of the TSLA, (a) access by MSP and End Customers to such Customer Information shall

immediately cease; (b) neither the MSP nor the End Customer shall have any right to access such Customer Information; and (c) Cradlepoint shall have no obligation to retain or transfer such Customer Information to the MSP or the End Customer or to another managed service provider which may be designated by the MSP or the End Customer. MSP SHALL NOT MAKE ANY WARRANTY COMMITMENT, WHETHER WRITTEN OR ORAL, ON CRADLEPOINT'S BEHALF.

3.7 **MSP Indemnity.** MSP SHALL INDEMNIFY, DEFEND AND HOLD CRADLEPOINT HARMLESS AGAINST ANY CLAIM, LOSS, LIABILITY COST OR DAMAGE SUSTAINED AS A RESULT OF MSP'S NONCOMPLIANCE WITH SECTION 3.6.

3.8 **Applicable to Network Services Only.** Access to the network services portion of the Service ("Network Services") requires the download and installation of software (the "Client Software") which is covered under a License as set forth in the TSLA. MSP shall not make the Network Services available to End Customers or Agents, or distribute the Client Software except pursuant to an enforceable agreement between the MSP and the End Customer or Agent (as applicable) for Cradlepoint's benefit that is at least as protective of Cradlepoint and its rights and technology as the License and the applicable terms of the TSLA.

4. CRADLEPOINT RESPONSIBILITIES

4.1 **Service Availability.** Cradlepoint will undertake commercially reasonable efforts to make the Service available in accordance with the Services Agreement. Notwithstanding the foregoing, Cradlepoint reserves the right to temporarily suspend MSP's and/or one or more of its End Customers access to the Services (i) for scheduled or emergency maintenance, (ii) in the event MSP is in breach of this Services Agreement, including failure to pay any amounts due to Cradlepoint, or (iii) as a result of a Force Majeure event.

4.2 **MSP Training.** Cradlepoint shall, in accordance with the applicable partner program level of the MSP, provide product sales and support training and marketing materials to the MSP's designated personnel. All training of MSP personnel shall be delivered in a "train the trainer" methodology as solely designated by Cradlepoint.

4.3 **MSP Support.** Cradlepoint shall provide reasonable support to MSP for the Service and Client Software as specified, in Schedule A attached hereto. Cradlepoint is not responsible for providing support to any End Customer or for supporting any aspect of the Integrated Services with which the Service is combined.

4.4 **Comply with Applicable Laws.** Cradlepoint shall comply with all applicable laws and regulations in its performance hereunder.

4.5 **Service Delivery.** Except for Client Software, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of Cradlepoint or its third party providers. The Service is subject to modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give MSP prior written notice of any material modifications.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 **Use of Trademarks.** During the term of this Services Agreement, MSP may use the Cradlepoint Marks (as defined in the Trademark Usage Guidelines available at Cradlepoint.com) solely in connection with its activities under this Services Agreement and in accordance with the Cradlepoint's trademark policies in effect from time to time. MSP shall not use the Cradlepoint Marks to imply Cradlepoint's endorsement of products, services or materials other than the Service. Cradlepoint may revoke any permission to use Cradlepoint Marks under this Services Agreement at any time, with or without cause.

5.2 **Ownership of Trademarks.** MSP acknowledges and agrees that Cradlepoint owns the Cradlepoint Marks, domain names, and that any and all goodwill derived from the use of such inures solely to the benefit of Cradlepoint. If, at any time, MSP acquires any rights in any Cradlepoint Marks or domain names or apps related to Cradlepoint Marks, MSP hereby assigns and agrees to assign such rights to Cradlepoint, along with any and all associated goodwill, at no cost to Cradlepoint. MSP will, at no time, challenge the validity, ownership, or

enforceability of any Cradlepoint Marks, domain names, or apps including, without limitation, using advertising, displaying or applying to register any trademark, trade name, logo or other designation that is similar to or that may be confused with any Cradlepoint Marks.

5.3 **No Registration of Similar Marks.** MSP will not register in any country or jurisdiction, any name, logo, mark, domain name, or app identical to or confusingly similar to the Cradlepoint Marks.

6. MSP Data.

6.1 Cradlepoint will be provided and process certain MSP Data of MSP and End Customers (as defined in Section 6.2) related to the administration, operations, support and usage of the Service and Software. MSP hereby represents and warrants that (a) MSP has the right to provide all MSP Data to Cradlepoint; and (b) collection, maintenance, and use of all MSP Data complies with all applicable laws, which may include, without limitation, export, privacy, Gramm-Leach-Bliley Act, and Health Insurance Portability and Accountability Act. In the event Cradlepoint receives any notice or claim that any MSP Data, or activities hereunder with respect to any MSP Data, may infringe or violate rights of a third party or any laws or regulations, Cradlepoint may, but is not required to, suspend or terminate the Services.

6.2 By using or accessing the Service, MSP hereby grants to Cradlepoint a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify MSP Data as necessary to perform the Service. "MSP Data" means all electronic data and information submitted by MSP, including End Customer Data, for set up and provisioning of the Service for the performance of Integrated Services. MSP Data does not include any Content. "Content" means all information distributed by or on behalf of MSP or End Customer through the Service.

6.3 Notwithstanding anything else in this Services Agreement or otherwise, Cradlepoint may monitor MSP's and any End Customer's use of the Service and Customer Information and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Cradlepoint Data"), and may make such information publicly available, provided that such information does not identify MSP or End Customer or MSP's or End Customer's confidential or personally identifiable information. Cradlepoint shall own all right, title and interest in and to the Cradlepoint Data. To the extent needed to perfect Cradlepoint's ownership in the Cradlepoint Data: (i) MSP hereby irrevocably assigns all right, title and interest in such Cradlepoint Data to Cradlepoint; (ii) MSP hereby covenants and agrees to obtain an enforceable written assignment to Cradlepoint of all right, title and interest in and to Cradlepoint Data from each End Customer.

7. INDEMNIFICATION

7.1 As a condition of MSP's and/or its End Customer's use of the Services and with respect to any third-party claims, MSP agrees to indemnify, defend, and hold harmless Cradlepoint, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind that directly or indirectly arise from or are based upon:

- (a) MSP's and/or one or more of its End Customers or Agents breach of the Services Agreement;
- (b) MSP's and/or its End Customer's or Agents use of the Services, the Integrated Services and/or related products;
- (c) any conduct, activity, error or omission by MSP and/or its End Customer's or Agents including Content transmitted using the Service or on any web site maintained by MSP and/or its End Customers;
- (d) any violation by MSP and/or one or more of its End Customers or Agents, of any law, regulation or rule;
- (e) violation by MSP and/or one or more of its End Customers or Agents of any privacy, employee, or consumer protection right that is implicated herein; or
- (f) MSP's and/or its End Customer's or Agent's infringement, or the infringement or use by any other user of MSP's account, of any intellectual property or other right of any person or entity.

7.2 All indemnification duties in this Addendum shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or the expiration or termination of the Services Agreement or MSP's and/or its End Customer's use of the Services. Cradlepoint may, at its election in its sole discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification by MSP. Cradlepoint may participate in the defense of all claims as to which it does not assume defense and control, and MSP shall not settle any such claim without Cradlepoint's prior written consent.

8. WARRANTIES AND DISCLAIMERS

8.1 Notwithstanding any provision hereof, Cradlepoint's sole and exclusive warranty and warranty obligation with respect to the Services licensed hereunder are set forth in the TSLA.

9. LIMITATION OF LIABILITY

9.1 Notwithstanding any provision hereof, Cradlepoint's liability under this Addendum is limited as set forth in Section 9 of the TSLA.

10. TERM AND TERMINATION

10.1 **Initial Term and Renewal.** The term of this Addendum shall be coterminous with the term in the TSLA and shall terminate in accordance with terms set forth in the TSLA except as express set forth herein.

10.2 **Termination.** MSP may terminate this Addendum upon thirty (30) days written notice to Cradlepoint. Cradlepoint may terminate this Addendum immediately upon written notice to MSP in the event of any material breach of the Services Agreement by MSP and/or its Agents or End Customers.

10.3 **Surviving Terms.** The following Sections of this Addendum will survive termination of the Services Agreement or the Addendum: 1, 3.7, 5.2, 5.3, 6-12, and any other section which by its nature is intended to survive.

10.4 **Disposition of Network Service End Customers.** Upon termination, either for cause or without cause, the MSP will have a thirty (30) day period by which to decommission, migrate or otherwise dispose of End Customer accounts as provided for below, immediately after which such accounts will be suspended by Cradlepoint and rendered unavailable to MSP and End Customers:

- (a) MSP directly, or facilitates the migration of, End Customer accounts to Cradlepoint where they can create their own account and subscribe to similar service plan.
- (b) Migrate End Customers to another partner, provided by or agreed to by Cradlepoint at its sole discretion that provides similar products and services.

11. PAYMENT OF FEES

11.1 **Service Fees.** MSP will pay Cradlepoint the fees in accordance with this Services Agreement and as set forth in the applicable order. If not otherwise specified, payments will be due within thirty (30) days of invoice.

12. MISCELLANEOUS

12.1 **Publicity.** Neither party shall engage in any publicity regarding this relationship, including by means of press releases, advertising or other means, without the other party's prior written consent. Either party may include the other's name and logo in lists of partners.

12.2 **Entire Agreement.** The Services Agreement represents the entire agreement of the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No amendment or waiver of any provision of this Services Agreement shall be effective unless in writing and signed by the party against whom the amendment or waiver is to be asserted. To the extent of any conflict between the Addendum and the TSLA, the Addendum shall

control. In the event of any conflict between this Addendum and any schedules or attachments hereto, the body of this Addendum shall prevail unless expressly stated otherwise. There are no third party beneficiaries to the Services Agreement.

SCHEDULE A – PARTNER SUPPORT REQUIREMENTS

Cradlepoint follows the tradition three-tier model of customer and technical support. The MSP is responsible for providing all support to End Customers. Cradlepoint is responsible for support only to MSP, as set forth below:

	MSP Provides:	Cradlepoint Provides:
	<p>Inform End Customers on system requirements and supported operating systems.</p> <p>Assist with network topology-related issues</p> <p>Instruct End Customers on how to use the Integrated Service</p> <p>Assist End Customers with any configuration or setup required within their host operating systems</p> <p>General troubleshooting</p>	<p>MSP technical training</p> <p>Documentation</p> <p>Online knowledgebase.</p>
	<p>MSP retains primary End Customer interface</p> <p>Records and manages trouble tickets</p> <p>Provides initial problem investigation, data capture and troubleshooting</p> <p>Escalates unresolved trouble tickets related to the Service to Cradlepoint Tier 2 support for resolution</p> <p>Provides End Customer with feedback once the problem has been resolved and the ticket closed</p>	<p>Access to applicable Cradlepoint support services.</p>