

End-User License Agreement ("Agreement")

Last updated: 9/7/18

The herein contained License Agreement ("License" or "EULA") shall be considered a legally binding agreement between You (as an individual or an entity, who then shall, within the constraints of this agreement, be referred to as "You" or "Your") and Skybox Technologies, LLC for the use of the specified software application of ServiceNow Integrated Agent, which may include related printed material, media and any other components and/or software modules. Other aspects of the Product may also include, but are not limited to, software updates and any upgrades necessary that Skybox Technologies, LLC may supply to You or make available to You, or that You could obtain after the initial copy of the Product, and as such that said items are not accompanied by a separate license agreement or terms of use.

BY WAY OF THE INSTALLATION, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USE OF THIS PRODUCT, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE HEREIN CONTAINED TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA, YOU THEN HAVE NO RIGHTS TO THE PRODUCT AND SHOULD THEREFORE NOT INSTALL, COPY, DOWNLOAD, ACCESS, OR USE THE PRODUCT.

This Product is hereby protected by copyright laws, as well as any other intellectual property laws. This Product is licensed and not sold.

This Agreement does not in any way constitute a partnership, joint venture or other similar relationship.

ADDITIONAL DEFINITIONS

- User means an individual person licensed to access the Software.

LICENSE GRANT

Skybox Technologies, LLC shall grant to you a non-exclusive license for the use and installation of the Product subject to all the terms and conditions set forth herein. Furthermore, this EULA shall also govern any and all software upgrades provided by Skybox Technologies, LLC that would replace, overwrite and/or supplement the original installed version of the Product, unless those other upgrades are covered under a separate license, at which those terms of that license will govern.

LICENSE TERM

This License is effective when the Software has been installed by Licensee. The license granted to the Software remains in force until Licensee stops using the Software or until Licensor terminates this License because of Licensee's failure to comply with any of its terms and conditions.

BILLING AND PAYMENTS

Licensee agrees to pay the fees set forth in this agreement at each interval on the billing date determined at the time of installation. Licensor reserves the right to temporarily or permanently terminate access to the Software upon failure of payment. Licensor is not responsible for any damages that may occur due to non-payment, (see **LIMITATION OF LIABILITY AND REMEDIES** for additional limitations). Billing shall be temporarily suspended upon Software defect as determined solely by Licensor until defect is resolved. Licensor reserves the right to issue a refund for the defective period if a

temporary suspension is unable to be established. Fees shall be calculated and collected using the following criteria:

- \$15 per user per month.
- The license count registered with Skybox Technologies, LLC.
- Each User must use their own unique email or username activated with the Software without exception.

RESTRICTIONS

As a Licensee, You may not:

- Make use of the offered content for more than one user, without prior purchase of additional licenses;
- You may not share, distribute, lend, lease, sublicense or otherwise make available, in any manner whatsoever, to any third party the offered content;
- Modify, adapt, create derivative works from or translate any part of the offered content other than what may be used within Your work in accordance with this License;
- Reverse engineer, decompile or disassemble the offered content, nor attempt to locate or obtain its source code;
- Attempt to alter or remove any trademark, copyright or other proprietary notice contained within the offered content; or
- Make use of any offered content in any manner not stipulated within this EULA or the documentation accompanying the offered content.

UPDATES

Skybox Technologies

LLC reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you. The Modifications to Application section is for apps that will be updated or regularly maintained.

Skybox Technologies, LLC reserves the right to update the Software at any time without notice in accordance with the herein contained terms and conditions of this EULA. Skybox Technologies, LLC will attempt to give advanced notice of updates, but does not make a guarantee of any kind in regards to said attempts. Should you elect to install or make use of these updates, you are therefore agreeing to be subject to all applicable license, terms, and conditions of this EULA and/or any other agreement.

TERMINATION

This Agreement shall remain in effect until terminated by you or Skybox Technologies LLC. Skybox Technologies LLC may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from Skybox Technologies LLC, in the event that you fail to comply with any provision of this Agreement. Should Licensee breach this EULA at any time, including but not limited to Licensee becomes bankrupt or insolvent or if Licensee

fails to pay the agreed upon fees, your right to the use of the Product will immediately terminate and shall terminate without any notice being given. However, all provisions of this EULA, with the exception of the License Grant, will remain in effect and thus shall survive termination. Upon termination of the License Grant, You MUST cease all use of the Product.

LIMITATION OF LIABILITY AND REMEDIES

Licensor shall not be liable for any fees or damages that you may or may not incur for any reason, which may include, but are not limited to, any and all direct or general damages, Skybox Technologies LLC and/or any of the aforementioned suppliers covered under the herein contained provisions of this EULA, along with Your exclusive remedy with regards to all of the foregoing. Therefore, the aforementioned limitations, exclusions and any disclaimers shall apply to the maximum extent allowable by law, even should any proposed remedy fail its essential purpose. Licensor's entire liability and Licensor's sole and exclusive remedy for breach of the foregoing warranty shall be Licensor's option to either:

- Return to Licensee the license fee for the period in which the Software did not perform according to this warranty as determined solely by Licensor, or
- Repair the defects or replace the Software.

CONFIDENTIALITY

Licensee will treat the Software as a trade secret and proprietary know-how belonging to Licensor that is being made available to Licensee in confidence. Licensee agrees to treat the Software with at least the same care as it treats its own confidential or proprietary information

SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Amendments to this Agreement

Skybox Technologies

LLC reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

CONTACT INFORMATION

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| ConvergeOne | Skybox Technologies LLC |
|--------------------|--------------------------------|
| Address: | |
| Full Name: | |
| Signature: | |
| Date: | |