

NINJAONE END USER LICENSE AGREEMENT FOR END USERS OF RESELLERS

THIS NINJAONE END USER LICENSE AGREEMENT (THIS “**AGREEMENT**”) IS A LEGAL AND BINDING CONTRACT BETWEEN NINJAONE, LLC (“**NINJAONE**”), ON THE ONE HAND, AND THE LEGAL ENTITY THAT ACCEPTS THIS AGREEMENT (“**YOU**” OR “**YOUR**”), ON THE OTHER HAND. YOU INDICATE YOUR ACCEPTANCE AND UNDERSTANDING OF THIS AGREEMENT THROUGH YOUR EXECUTION OF A PURCHASE ORDER, OR YOUR ACCESS TO OR USE OF THE SOFTWARE, AND THIS AGREEMENT BECOMES EFFECTIVE UPON THE EARLIER OF THE DATE OF YOUR FIRST EXECUTION OF A PURCHASE ORDER, OR THE DATE OF YOUR FIRST ACCESS TO OR USE OF THE SOFTWARE (THE “**EFFECTIVE DATE**”).

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND, TO THE EXTENT APPLICABLE, YOU MUST IMMEDIATELY UNINSTALL THE SOFTWARE FROM ALL OF YOUR DEVICES, CEASE ALL USE OF THE SOFTWARE, AND DESTROY ALL COPIES OF THE SOFTWARE AND DOCUMENTATION IN YOUR POSSESSION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF, NO LICENSE IS GRANTED WITH RESPECT TO ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE NINJAONE SOFTWARE.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the meanings provided below wherever used in this Agreement:

1.1. “**Affiliate**” means an entity controlled by, under common control with, or controlling such entity, where control is denoted by having 50% or more of the voting power (or equivalent) of the applicable entity.

1.2. “**Aggregate Data**” means data that has been anonymized, de-identified, and/or aggregated such that it cannot reasonably identify You, any of the Users or Clients, nor any other individual.

1.3. “**Documentation**” means the then-current official user documentation prepared and provided by NinjaOne to You regarding the use of the Software, as updated from time to time.

1.4. “**Force Majeure Event**” means an act, event, or circumstance beyond the control of the noncompliant party, including acts of God; systematic electrical, telecommunications, or other utility failures; third-party internet or data storage failures; technological attacks; fires, floods, storms, or other natural disasters; epidemics or pandemics; labor disputes; industrial disturbances; riots; acts or orders of government; and acts of terrorism or war.

1.5. “**Fees**” means the subscription and other fees set forth in any Purchase Order.

1.6. “**NinjaOne Marks**” means the trademarks and service marks belonging to NinjaOne, including its registered and common law design marks, word marks, and combinations thereof, that NinjaOne approves for use by You.

1.7. “**Object Code**” means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

1.8. “**Personal Data**” means data that is defined as “personal information” or “personal data” under applicable law.

1.9. “**Purchase Order**” means the applicable document or other method by which You procure licenses to the Software through a Reseller (including any applicable authorized updates thereto).

1.10. **“Reseller”** means the authorized reseller of the NinjaOne Software through which You procure licenses to the Software.

1.11. **“SaaS Service”** means the NinjaOne online platform service that utilizes the Software on a hosted basis.

1.12. **“Scripts”** means the scripts, processes, and/or procedures which are created by NinjaOne and made available to You through the SaaS Service or Documentation (including the supporting code and associated recommendations).

1.13. **“Software”** means the Object Code versions of all the software provided by NinjaOne under this Agreement, including software that You may need to download and install in order to utilize the SaaS Service, as well as each individual component thereof (which may include or consist of the NinjaOne application programming interfaces (APIs), model context protocols (MCPs), AI Features, Open-Source Components (defined below), and/or Scripts); and any updates, upgrades, or enhancements thereto provided to You by NinjaOne. For avoidance of doubt, all references in this Agreement to Software include the SaaS Service.

1.14. **“Term”** means the period of time beginning on the Effective Date and ending on the expiration or termination of the subscription set forth in the Purchase Order (as renewed in accordance with the terms of the Purchase Order or otherwise by agreement between You and Your Reseller).

1.15. **“Third-Party Products”** means the open source or third-party software licensed by NinjaOne and incorporated into and/or resold or distributed with the Software.

1.16. **“Usage Data”** means data and information collected, generated, or derived by or on behalf of NinjaOne as a result of Your or Your Users’ use of the Software (e.g., metadata, performance data, event data, configuration data, and other technical or analytical information relating to the use, operation, or support of the Software). Usage Data includes Aggregate Data but does not include Your Data.

1.17. **“User”** means an individual authorized by You or Your Affiliates to use the Software and Documentation or for whom You have procured a license. If You are a legal entity, Users may only include Your employees and contractors.

1.18. **“Your Data”** means data, files, or information (which may include Personal Data) submitted by You or Your Users through Your or Your Users’ use of the Software.

2. License Grants.

2.1. **Subscription License.** If the Software is provided to You on a subscription basis, then, subject to the terms and conditions of this Agreement (including any restrictions set forth in the Purchase Order and the timely payment of Fees), NinjaOne grants to You, during the Term, a limited, non-exclusive, revocable, non-transferable right and license to: (i) access and use the Software through the SaaS Service; and (ii) to the extent applicable, install and use certain Software specifically provided by NinjaOne for such use. Subject to the terms and conditions of this Agreement, and if permitted by Your Reseller, Your Affiliates may use the license granted hereunder on the condition that You are responsible for Your Affiliates’ and Your Affiliates’ Users’ compliance with this Agreement and their actions and/or omissions.

2.2. **Proprietary Rights.** The Software is licensed to You, not sold. All worldwide ownership of, and all rights, title, and interest in and to the Software, and all copies and portions thereof, including all copyrights, patent rights, trademark rights, trade secret rights, inventions, and other proprietary rights therein and thereto, are and shall remain exclusively in NinjaOne or its licensors. The only rights You acquire under this Agreement are those which are expressly stated in this Agreement.

2.3. **NinjaOne API.** Your use of any NinjaOne API is subject to the terms and restrictions of this Agreement. NinjaOne may set and enforce limits on API usage and may monitor Your API use to ensure

Your compliance herewith and for quality assurance purposes. NinjaOne may update or modify the API from time to time, which may require You to update Your systems or integrations at Your expense. You acknowledge and agree that NinjaOne is not responsible for, and disclaims any and all liability in connection with, any applications or integrations You develop using the NinjaOne API.

2.4. **Scripts Disclaimer.** Notwithstanding anything to the contrary in this Agreement, to the extent that You use any Scripts, You acknowledge and agree as follows: (i) the Scripts are provided “as is” and “as available,” and NinjaOne disclaims any and all warranties of any kind, express or implied, relating thereto; (ii) it is Your responsibility to verify and test the Scripts under appropriate conditions prior to employing them in Your production environment; and (iii) there are certain risks associated with employing the Scripts, and You hereby assume such risks, which include, but are not limited to, failure of the Scripts to perform as intended or expected, without adverse consequences, and/or at all.

3. License Restrictions.

3.1. **Restrictions.** Except as expressly permitted in Section 2, You and the Users shall not: (i) modify, translate, reverse engineer, decompile, disassemble, make derivative works of, or otherwise derive source code from the Software or Documentation, in whole or in part (or, in any instance where applicable law permits such action, You agree to provide NinjaOne at least 90 days' advance written notice of Your belief that such action is permitted and warranted and to provide NinjaOne with a reasonable opportunity to evaluate whether applicable law requires such action); (ii) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical restrictions of the Software; (iii) use the Software for malicious, harmful, fraudulent, or any other non-intended purpose; (iv) sell, resell, rent, lease, or otherwise distribute the Software or Documentation, in whole or in part; (v) assign, sublicense, rent, or otherwise transfer Your access and use rights to the Software under this Agreement without the prior written approval of NinjaOne; (vi) copy, reproduce, republish, upload, post, or transmit the Software or Documentation; (vii) use the Software on any endpoint or device (a) that is responsible for human safety and/or (b) whose failure or malfunction could result in personal injury or death; (viii) use the Software in a manner that results in excessive use, bandwidth, or storage and continue such usage after Your receipt of a written warning from NinjaOne or Your Reseller; (ix) use the Software if You are a competitor of NinjaOne (or an employee, agent, or Affiliate thereof); (x) access, use, or monitor the Software, Documentation, APIs, or any information, data, results, or output obtained from or derived through Your use of the Software (collectively, “**Platform Materials**”) to create, develop, train, improve, operate, market, or support any product or service that is competitive with or functionally similar to the Software (“**Competitive Product**”), including for benchmarking, development, or other competitive purposes (“**Competitive Purpose**”); (xi) use any Platform Materials to train, fine-tune, validate, test, augment, or otherwise develop any artificial intelligence, machine learning, large language model, agentic, or similar automated system that has a Competitive Purpose or that is capable of operating as a Competitive Product; or (xii) access, collect, scrape, extract, export, or otherwise retrieve any Platform Materials in a systematic, automated, or programmatic manner, including through APIs, model context protocol integrations, agents, bots, scripts, or similar mechanisms, for a Competitive Purpose or Competitive Product; provided, however, that the foregoing shall not prohibit You from exporting or transferring Your Data on a reasonable and non-recurring basis for backup, compliance, business continuity, or migration purposes.

In addition, You and the Users shall not use (nor attempt to use) the Software to: (xiii) defame, abuse, harass, threaten, harm, or otherwise violate the legal rights of others (such as rights of privacy and publicity); (xiv) publish, post, distribute, disseminate, or link to any: (a) defamatory, infringing, or unlawful topic, name, material, or information; or (b) software or other material protected by intellectual property laws, copyright licenses, rights of privacy or publicity, or other proprietary rights, unless You own or control such rights or You have received all necessary consents for Your use of such software and other materials; (xv) interfere with or disrupt the Software, services, website, or networks; or (xvi) violate any applicable laws or regulations.

3.2. **Usage Limits.** The Software shall not be installed or used on a number of devices greater than that specified in the Purchase Order. NinjaOne may monitor Your usage of the Software (including that of the

Users) to ensure that it complies with such usage limits. If the usage limits are exceeded, You may be required to pay additional fees for the excess usage at the rate(s) set forth, or as otherwise described, in the Purchase Order. This remains true even if the excess usage results from unauthorized use of the Software.

4. Your Obligations. You acknowledge, agree, and warrant that:

4.1. **Authority.** You have the full power and authority to enter into this Agreement and carry out the obligations hereunder. The person accepting this Agreement on Your behalf represents and warrants that such person has the authority to bind You to the terms and conditions herein.

4.2. **Compliance.** You are solely responsible for Your and the Users' compliance with this Agreement and all laws and regulations applicable to the use of the Software. If You become aware of any noncompliance with the foregoing by Yourself or any Users, You shall immediately notify NinjaOne of the noncompliance and cure and remedy the noncompliance to the extent feasible.

4.3. **Credentials.** You are solely responsible for the safekeeping and confidentiality of Your and the Users' usernames and passwords and any API keys. If You become aware of any breach of confidentiality thereof, You shall immediately cure and remedy the breach and notify NinjaOne of any adverse effects of the breach.

4.4. **Activities.** You are solely responsible for Your and the Users' activities in or as a result of using the Software, including: (i) any misuse of the Software; (ii) the information, data, and content accessed through the Software, its effects, any actions taken in response thereto, and any interpretations thereof; and (iii) the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of Your Data. You shall provide any notices and obtain any consents or authorizations that may be legally required for You or NinjaOne to engage in the activities contemplated by this Agreement, including Your installation and/or operation of any third-party software or applications on devices belonging to the Users or Clients (or any other person or entity) that You facilitate or execute through the Software.

4.5. **Equipment and Ancillary Services.** As between You and NinjaOne, You are solely responsible for acquiring and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Software, including modems, hardware, software, and internet service, and for ensuring that such equipment and ancillary services are compatible with the Software.

4.6. **Export Control Laws.** The Software, Documentation, and any related technical data, and products utilizing the Software, Documentation, or such technical data (collectively, "**Controlled Technology**") are subject to U.S. export control laws, including the U.S. Export Administration Act ("**EAR**"). You shall not, and shall not permit any third parties to, export, re-export, transfer, or release, directly or indirectly, any Controlled Technology to a jurisdiction, country, entity, or individual to which the export, re-export, transfer, or release of any Controlled Technology is prohibited by the EAR or any other applicable federal law, regulation, order, or rule. You shall comply with the EAR and all other applicable federal laws, regulations, orders, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, transferring, or releasing any Controlled Technology. You shall provide prior written notice of the need to comply with such laws and regulations to any person, firm, or entity which You have reason to believe is obtaining any such Controlled Technology from You with the intent to export, re-export, transfer, or release it. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne thereof and to cooperate with any review conducted by NinjaOne. Any breach by You of this Subsection 4.6 shall be deemed a material, incurable breach of this Agreement.

4.7. **Anti-Corruption.** You acknowledge and agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of NinjaOne in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne.

4.8. **OFAC.** You represent and warrant to NinjaOne that none of (a) You, (b) each person or entity owning an interest in You (as applicable), or (c) the Users or Clients are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury (“**OFAC**”), or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (y) a person or entity with whom a citizen of the U.S. is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of U.S. law, regulation, or Executive Order of the President of the United States. You also represent and warrant to NinjaOne that neither You nor any User or Client will (d) use any NinjaOne Controlled Technology, Software, or any other NinjaOne product or service in violation of any U.S. or other applicable economic sanctions, or (e) cause NinjaOne to violate U.S. or applicable economic sanctions. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne thereof and to cooperate with any review conducted by NinjaOne. Any breach by You of this Subsection 4.8 shall be deemed a material, uncurable breach of this Agreement and grounds for termination of the Agreement by NinjaOne.

5. Data Use and Protection.

5.1 **Your Data.** The parties acknowledge and agree that, as between NinjaOne and You, You own all right, title, and interest in and to Your Data. You grant to NinjaOne a non-exclusive, royalty-free license to (i) use, reproduce, store, process, and display Your Data and perform all acts with respect to Your Data, but only to the extent necessary for NinjaOne to (a) develop, improve, support, and provide the Software to You, (b) confirm Your compliance with the usage limits, license restrictions, and other terms and conditions herein, (c) create Aggregate Data for NinjaOne’s legitimate internal business purposes, and (d) comply with its obligations under this Agreement or applicable law, including GDPR and HIPAA.

5.2 **Usage Data.** The parties acknowledge and agree that, as between NinjaOne and You, NinjaOne owns all right, title, and interest in and to Usage Data and all derivatives thereof, and that NinjaOne may use such Usage Data only in anonymized and/or aggregated form to track general industry trends; develop and publish white papers, reports, and summaries; improve and personalize the Software; and for any other lawful purpose related to NinjaOne’s legitimate business interests.

5.3 **Protection of Your Data.** NinjaOne shall comply with its obligations under applicable data protection laws and shall maintain appropriate administrative, physical, technical, and organizational measures designed to protect Your Data against accidental or unlawful destruction, loss, or alteration, and against unauthorized disclosure or access. NinjaOne is ISO 27001 and SOC2 Type 2 certified and will maintain such certifications and assessments, or industry-recognized equivalent standards, during the Term. You acknowledge and agree that any Personal Data contained in Your Data is voluntarily provided by You solely based on how You choose to use the Software and/or manage devices on which the Software is deployed. To the extent that Your Data contains Personal Data, and You have executed the Data Processing Agreement (“**DPA**”) as instructed [here](#), NinjaOne will process such Personal Data in accordance with the DPA. Upon execution by both parties and NinjaOne’s receipt of the executed DPA, the DPA shall be incorporated by reference into this Agreement.

5.4 **Use Restrictions for Classified and Export-Controlled Information.** You acknowledge and agree that You will not input, store, transmit, or upload into the SaaS Service environment any classified information, defense articles, technical data, or other materials controlled under the International Traffic in Arms Regulations (ITAR) or any similar national security or export control laws or regulations requiring heightened protection or government authorization for access, handling, or transfer.

6. **Third-Party Products.** The Software may incorporate, be distributed with, or depend upon certain software or other intellectual property that may be considered “open source” or “public use” or is otherwise subject to an open-source license (“**Open-Source Components**”). Any use of the Open-Source Components by You shall be governed by and subject to the terms and conditions applicable to the Open-Source Components. In addition, the Software may incorporate, be distributed with, or depend upon certain software or other intellectual property that is commercially licensed (“**Third-Party Software**”). Third-Party Software is licensed for use solely with the Software and may not be used on a stand-alone basis or with

any other third-party products. If Third-Party Software is identified as a line-item in the Purchase Order, use of that Third-Party Software is governed by a separate third-party license agreement (“**Third-Party License**”), and nothing in this Agreement limits or expands Your rights under such Third-Party License vis-a-vis the provider thereof. If You do not agree to the Third-Party License, then You shall not use the associated Third-Party Software.

7. Fees and Payment. Fees are due and payable to Your Reseller as set forth on the Purchase Order and as otherwise agreed between You and Your Reseller. Failure to pay Fees on time may result in the termination of this Agreement and/or the suspension of Your and the Users’ access to and use of the Software, but only to the extent that Your Reseller requests that NinjaOne take such action(s).

8. Term and Termination.

8.1 Term. This Agreement, including the access and licenses granted herein, shall remain in effect for the duration of the Term. This Agreement may be terminated prior to the expiration or termination of the subscription only in accordance with the remainder of this Section 8. The termination of this Agreement shall operate to immediately terminate the subscription set forth in the Purchase Order (if not already expired).

8.2 Termination or Suspension for Cause. NinjaOne may suspend Your access to the SaaS Service and/or terminate this Agreement for the following causes:

8.2.1 You breach this Agreement and (i) where such breach is curable, You fail to cure such breach within 30 days of Your receipt of written notice thereof from NinjaOne, or (ii) such breach is egregious and/or incurable.

8.2.2 Following a reasonable investigation, NinjaOne determines that malicious and/or illegal activity is occurring within Your NinjaOne tenant and/or that suspension and/or termination is necessary for legitimate security purposes.

8.2.3 You become insolvent or bankruptcy or receivership proceedings are initiated by or against You.

NinjaOne’s rights under this Subsection 8.2 are cumulative, and NinjaOne’s suspension of Your access to the SaaS Service is without prejudice to its right to terminate this Agreement for the same cause(s) underlying the suspension.

You may terminate this Agreement for the following causes:

8.2.4 NinjaOne breaches this Agreement and fails to cure such breach within 30 days of its receipt of written notice thereof from You.

8.2.5 NinjaOne becomes insolvent or bankruptcy or receivership proceedings are initiated by or against NinjaOne.

8.3 Suspension for Reseller’s Failure to Pay. NinjaOne may suspend Your access to the SaaS Service if Your Reseller (a) fails to pay any amount it owes to NinjaOne in full and on time, and (b) fails to cure the deficient payment within the cure period(s) provided by NinjaOne (which shall be reasonable under the circumstances) or to otherwise resolve the deficiency to NinjaOne’s satisfaction. The suspension shall last only as long as reasonably necessary. If Your Reseller’s deficient payment results in the termination of the contract between NinjaOne and Your Reseller, You may have the option to continue using the Software by becoming a direct customer of NinjaOne.

8.3.1 Notwithstanding anything to the contrary in this Agreement, and to the maximum extent permitted by law, to the extent that NinjaOne exercises its rights under this Subsection 8.3, IN NO EVENT SHALL NINJAONE BE LIABLE TO YOU OR THE USERS FOR ANY DAMAGES WHATSOEVER

ARISING OUT OF NINJAONE'S EXERCISE OF SUCH RIGHT. You acknowledge and agree that Your sole source of recourse for any such damages incurred by You is Your Reseller.

8.4 Termination of NinjaOne-Reseller Contract. In the event that the contract between NinjaOne and Your Reseller expires or terminates, any Purchase Order in effect at the time of such expiration or termination shall remain in effect only until the expiration of the then-current term and shall not renew.

8.5 Effects of Termination.

8.5.1 License and Access Ends. Upon the expiration of the Term or termination of this Agreement for any reason, all rights granted to You under this Agreement shall cease and You and the Users shall immediately (i) cease using the Software (if not already done); and (ii) destroy all copies of the Software and Documentation in Your and their possession; or (iii) if instructed by NinjaOne, return all copies of the Software and Documentation in Your and their possession to NinjaOne. If You and the Users do not immediately cease using the Software in accordance with this Subsection 8.5, NinjaOne may immediately terminate Your and the Users' access to and use of the Software without notice.

8.5.2 Your Data.

8.5.2.1 Upon expiration or termination of this Agreement, You may, for a period of 45 days thereafter, access and retrieve Your Data to the extent it is made available by NinjaOne through the then-current standard functionality of the Software or NinjaOne's public API. NinjaOne shall have no obligation to provide Your Data in any other format or to provide any custom export, conversion, migration, professional services, or other retrieval assistance, except as otherwise expressly agreed by NinjaOne in writing.

8.5.2.2 Solely with respect to Your Data stored through the NinjaOne SaaS backup or device backup product, upon expiration or termination of this Agreement, You may, for a period of 45 days thereafter, use the then-current standard functionality of the applicable backup product to access and export such data. If You require any transition assistance, bulk extraction, custom export, migration, or other non-standard retrieval services, You must request such services in writing before expiration or termination of this Agreement. NinjaOne shall determine in its sole discretion whether to provide such services, and such services (if provided) may be subject to additional Fees, including applicable storage, transfer, bandwidth, egress, restoration, and third-party cloud charges.

Following the 45-day period referenced in each subsection above, NinjaOne may delete or render inaccessible Your Data from its active systems, unless applicable law requires longer retention. Any of Your Data retained by NinjaOne pursuant to applicable law will remain subject to the confidentiality and security protections of this Agreement. You acknowledge and agree that, once deleted in accordance with this Subsection 8.5.3, Your Data cannot be recovered.

8.6 Survival. Any provision of this Agreement that by its nature is intended to survive the expiration or termination of this Agreement shall so survive. These include, but are not limited to, the provisions of Section 6 (Third-Party Products), Section 8 (Term and Termination), Section 10 (Limitation of Liability), Section 11 (Indemnification), and Section 13 (General).

9. Warranties.

9.1 Limited Warranty. NinjaOne warrants that it can enter into this Agreement and that it has the right to grant the Software licenses as set forth herein. NinjaOne also warrants that the Software will operate substantially in accordance with the specifications set forth in the Documentation, under ordinary operating circumstances, for the duration of the Term. If You notify NinjaOne in writing of a breach of this warranty within 30 days of Your discovery thereof, then (i) NinjaOne will correct, repair, or replace the Software within a reasonable time; or (ii) if NinjaOne determines that such correction, repair, or replacement is not feasible,

You may terminate this Agreement on written notice to NinjaOne. The foregoing options constitute NinjaOne's entire liability and Your sole remedy in the event of a breach of the foregoing warranties. The foregoing warranties do not apply to beta or early access products, Third-Party Products, or Scripts. Further, the warranties set forth in this Subsection 9.1 do not apply if (i) the Software has not been used in accordance with the terms and conditions of this Agreement, the Documentation, or applicable laws; (ii) the Software has been used for a purpose or application for which it was not intended; (iii) the breach is a result of any act or omission by You or any third party (including alteration, abuse, or damage) or by the use of any materials supplied by You or any third party; (iv) the breach has been caused by Your failure to apply updates or upgrades, or to comply with any recommendation or instruction of NinjaOne; or (v) the breach results from any cause outside of NinjaOne's reasonable control.

9.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, DOCUMENTATION, AND SAAS SERVICE ARE PROVIDED AND LICENSED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND NINJAONE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. YOU EXPRESSLY ACKNOWLEDGE THAT THE SOFTWARE, DOCUMENTATION, AND SAAS SERVICE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO EMPLOYEE, CONTRACTOR, AGENT, AFFILIATE, REPRESENTATIVE, RESELLER, DEALER, OR DISTRIBUTOR OF NINJAONE IS AUTHORIZED TO MODIFY THESE WARRANTY TERMS OR TO MAKE ANY ADDITIONAL WARRANTIES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability.

10.1 No Special Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER SECTIONS OF THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) BE LIABLE TO YOU OR THE USERS FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, STATUTORY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING THOSE RELATED TO LOSS OR PRIVACY OF DATA OR PROGRAMS, BUSINESS INTERRUPTIONS, OR LOST PROFITS OR REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF NINJAONE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF THE FOREGOING DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10.2 Damages Cap. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER SECTIONS OF THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) BE LIABLE TO YOU OR THE USERS IN RELATION TO THE SOFTWARE, DOCUMENTATION, SAAS SERVICE, OR THIS AGREEMENT IN AN AGGREGATE AMOUNT GREATER THAN (i) THE AMOUNT OF FEES PAID OR PAYABLE BY YOU UNDER THE PURCHASE ORDER DURING THE 12 MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO ANY SUCH LIABILITY, OR (ii) \$10,000, WHICHEVER IS GREATER (THE "**DAMAGES CAP**"). THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

For clarity, the Damages Cap establishes a single aggregate maximum liability that applies to all claims, and it shall not apply on a per-event, per-claim, or per-year basis, or be increased, reset, or recalculated based on multiple events, claims, or causes of action. In addition, the Damages Cap applies to all liabilities and obligations to pay monetary amounts under this Agreement, including any indemnification obligations,

defense costs, settlements, or judgments, regardless of the legal or equitable theory on which such liability or obligation is based.

11. Indemnification.

11.1 Indemnification by You. You shall indemnify, defend, and hold harmless NinjaOne (including its directors, officers, employees, contractors, agents, Affiliates, and successors) from and against any and all claims, demands, losses, liabilities, and costs (including reasonable attorney's fees and costs) (collectively, "**Claims**") arising from Your or the Users' (i) breach of this Agreement or violation of applicable law; (ii) misuse of the Software or the data stored therein, or use of the Scripts; and (iii) gross negligence, willful misconduct, or fraud.

11.2 Indemnification by NinjaOne. NinjaOne shall indemnify, defend, and hold You harmless from and against any and all third-party Claims to the extent that they are directly caused by NinjaOne's actual or alleged infringement of third-party intellectual property rights directly resulting from the use of the Software by You or the Users. This Subsection 11.2 states NinjaOne's entire liability (and shall be Your sole and exclusive remedy) with respect to infringement Claims.

The foregoing obligations do not apply to the extent that (i) the Claim is based on Software or components thereof which have been (a) supplied other than by NinjaOne (including Third-Party Products), (b) modified by You or the Users, or (c) combined with other products, processes, or materials; (ii) the Claim is based on Your use of any Scripts; (iii) You continue the allegedly infringing activity after being informed thereof; or (iv) You or the Users are not using the Software strictly in accordance with this Agreement, the Documentation, or applicable law.

11.3 Indemnification Procedure. The obligations in Subsections 11.1 and 11.2 are subject to the following procedures: (i) the indemnified party shall promptly provide written notice of any Claim to the other party, provided that failure to do so shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) upon receipt of such notice, the indemnifying party shall have the right, at its sole expense, to assume and control the defense and settlement of the Claim through counsel reasonably acceptable to the indemnified party, provided that the indemnified party may participate in such defense at its own expense with counsel of its choosing; (iii) the indemnified party shall reasonably cooperate in the defense and provide such documents, information, and assistance as the indemnifying party may reasonably request, at the indemnifying party's expense; (iv) the indemnifying party shall not settle or compromise any Claim without the prior written consent of the indemnified party if the settlement (a) admits fault or wrongdoing by the indemnified party, (b) imposes any liability or obligation other than payment of money fully indemnified hereunder, or (c) fails to include a complete and unconditional release of the indemnified party. Each party shall use commercially reasonable efforts to mitigate Claims subject to indemnification under this Section 11.

12. U.S. Government Use. If You are (i) an agency or instrumentality of the United States Federal Government ("**USG**"), or (ii) a prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the USG and acquiring a license to use the Software on behalf of the USG, then You agree that the Software and Documentation are "commercial items," as defined in the Federal Acquisition Regulation ("**FAR**") (48 C.F.R.) § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR §§ 12.212. Consistent with FAR 12.212 and for Department of Defense acquisitions, the Defense Federal Acquisition Regulation Supplement ("**DFARS**") §§ 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, You will acquire the Software and Documentation with only those rights expressly set forth in this Agreement.

13. General.

13.1 Feedback. Any suggestions, feedback, or proposed modifications to the Software (in any form) provided by You to NinjaOne may be freely used by NinjaOne without limitation, provided that it does not

identify You, the Users or Clients, and any modifications to the Software resulting from such suggestions, feedback, or proposed modifications shall be exclusively owned by NinjaOne.

13.2 Agreement Updates. NinjaOne may update this Agreement from time to time. NinjaOne will post the updated version on its website or otherwise provide You notice thereof. If You do not agree to the updated terms, You shall notify NinjaOne in writing within 30 days following the update and Your sole remedy is to discontinue use of the affected Software. Your failure to provide such notice, and/or Your continued use of the Software for more than 30 days following the update, shall constitute Your acceptance of any updated terms. For clarity, updates to this Agreement do not provide You with any right to terminate this Agreement.

13.3 Conflicts. To the extent that any term of this Agreement conflicts with that of a Purchase Order, this Agreement shall control and govern the rights and obligations of the parties.

13.4 Governing Law; Jurisdiction. This Agreement shall be construed and governed in accordance with the laws of the State of Delaware, without regard to the choice or conflicts of law provisions of any jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments shall not apply to this Agreement. Any dispute, action, claim, or cause of action arising out of or in connection with this Agreement or the Software shall be subject to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware, and the parties irrevocably submit to the personal jurisdiction of such courts.

13.5 Force Majeure. The failure of either party to comply with any provision of this Agreement due to a Force Majeure Event shall not be considered a breach of this Agreement.

13.6 Remedies. Each party acknowledges that a breach of this Agreement by the other party (and, where applicable, the Users) may cause irreparable harm to the non-breaching party for which monetary damages are an insufficient remedy, and that the non-breaching party shall have the right to seek and recover equitable relief, including an injunction or decree for specific performance, without the requirement of posting bond or proving damages. The non-breaching party's exercise of this right shall not waive its right to assert any other legal right or obtain any other remedy permitted under this Agreement or by applicable law. Each party's remedies set forth in this Agreement are cumulative and are in addition to, and not in lieu of, all other remedies each party may have at law or in equity, whether under this Agreement or otherwise.

13.7 Attorney's Fees. In the event of litigation between the parties concerning this Agreement or the Software, the prevailing party in the litigation shall be entitled to recover its reasonable attorney's fees and costs from the other party.

13.8 Notice. Except as otherwise provided in this Agreement, any notice or report required to be given under this Agreement shall be given as follows:

If to You, by email to the email address(es) provided by Your Reseller to NinjaOne for purposes of contacting You.

If to NinjaOne, by email to EULA@ninjaone.com.

Any notice given in accordance with this Subsection 13.8 shall be effective as of the first business day after the date on which the notice is sent.

13.9 Severability. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

13.10 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right. No waiver of any breach of this Agreement shall be a waiver of any

other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

13.11 Communications. You acknowledge that any marketing or promotional communications sent to You by NinjaOne are subject to the [NinjaOne Privacy Notice](#), and that NinjaOne may send communications about the Software (e.g., those related to service, support, security, administration, products, and features) to You or the Users. Unless You give written notice of Your revocation of the following permission to NinjaOne, by executing this Agreement, You give permission for NinjaOne to publish Your name and logo in order to identify You as a NinjaOne customer.

13.12 Entire Agreement. This Agreement embraces the full, complete understanding of the parties as to the subject matter hereof. All prior or contemporaneous representations, understandings, and agreements between the parties regarding the subject matter hereof, whether written or oral, expressed or implied, are superseded by this Agreement and shall be of no effect.

13.13 Assignment. Neither party may assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, either party may assign this Agreement to any successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or business of the party, provided that (a) within 30 days of such assignment, the assigning party gives the other party written notice thereof; (b) the assignee expressly agrees to assume the obligations of the assigning party hereunder, and (c) in the case of Your assignment, such assignee is not a competitor of NinjaOne (or an employee, agent, or Affiliate thereof). Any purported assignment or delegation in violation of this Subsection 13.13 shall be null and void.

13.14 No Third-Party Beneficiary. Except as otherwise expressly provided herein, no third party is or shall be a beneficiary of this Agreement, and no third party (including a User or Affiliate) shall have the right to enforce this Agreement.

13.15 Electronic Transaction; Electronic Communications. The parties agree that this Agreement may be formed, executed, and/or delivered by electronic means, including the use of electronic signatures and/or electronic agents. NinjaOne shall be entitled to communicate with You via email or other electronic communications. You consent to these communications and others regarding the Software, new product releases, upgrades, and other information that NinjaOne believes may be relevant to use of the Software.

13.16 Headings. Section headings in this Agreement are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

14. Special Terms for Certain Products or Services.

14.1 Documentation Data Importation. The following terms apply only to the extent that You import documentation data from a third-party provider to NinjaOne. In order to complete such importation, You must use the CSV form accessible on the NinjaOne platform for such purposes. You are solely responsible for the complete and accurate entry and saving of all documentation data in(to) the CSV form, including any errors or omissions. You represent and warrant as follows: (i) the documentation data is rightfully owned, in whole, by You, and You have unconditional authority to import the documentation data to NinjaOne; and/or the documentation data is rightfully owned, at least in part, by the individuals or entities who (or whose devices) are the subjects of the documentation data, and You have received all necessary consents from such individuals or entities to import the documentation data to NinjaOne; (ii) to the extent that You use a copy-and-paste function to enter the documentation data into the CSV form, or You enter the documentation data into the CSV form such that the manner in which the documentation data was compiled, organized, or presented by the third-party provider is maintained, You have the right to import the documentation data to NinjaOne in such manner; and (iii) importing the documentation data to NinjaOne will not cause You to be in breach of any contract or other agreement with any third party or of any third party's intellectual property or privacy rights. Notwithstanding anything to the contrary in this Agreement, and without limiting NinjaOne's other rights or Your other obligations under this Agreement, You shall

indemnify, defend (through use of counsel acceptable to NinjaOne), and hold harmless NinjaOne (including its directors, officers, employees, contractors, agents, Affiliates, and successors) from and against any and all claims, demands, losses, liabilities, and costs (including reasonable attorney's fees and costs) arising from Your importation of documentation data to NinjaOne.

14.2 AI Features. Certain features within the Software utilize artificial intelligence (AI) and/or machine learning (ML) in order to provide their related services or functions ("**AI Features**"). To the extent that You use any AI Features, You acknowledge and agree as follows:

14.2.1 Outputs. Outputs are generated automatically and may contain inaccuracies, omissions, or other errors. You are solely responsible for reviewing, verifying, and validating all outputs before using them, and NinjaOne shall have no liability for any adverse effects resulting from such use.

14.2.2 Training. Your inputs and interactions provided through the AI Features ("**Inputs**") will be used by NinjaOne to train and improve the AI Features solely in anonymized and aggregated form, such that they cannot reasonably be used to identify You, the Users or Clients, or any individual.

For avoidance of doubt, with respect to its operation of the AI Features (including the underlying model), NinjaOne shall comply with its data protection obligations under Subsection 5.3 as well as all applicable laws and regulations.

14.3 SaaS Backup Fair Use Policy. Your use of the SaaS Backup product is subject to NinjaOne's Fair Use Policy, available here: <https://www.ninjaone.com/saas-backup-fair-use-policy/> (as updated by NinjaOne from time to time). NinjaOne may modify the Fair Use Policy at any time, and Your continued use of the SaaS Backup product constitutes Your acceptance of the then-current Fair Use Policy. Solely with respect to Your use of the SaaS Backup product, to the extent that any term of this Agreement conflicts with that of the Fair Use Policy, the Fair Use Policy shall control and govern the rights and obligations of the parties.

15. Confidentiality.

15.1 Definition. For purposes of this Agreement, "**Confidential Information**" means this Agreement and any non-public business, commercial, financial, technical, or strategic information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") in connection with this Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including pricing, fees, discounts, billing terms, proposals, quotations, order details, product roadmaps, planned features, non-public product functionality, implementation materials, support processes, security measures, audit materials, performance information, testing results, business plans, forecasts, and other non-public technical, financial, or commercial information. Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was known to the Receiving Party without restriction prior to disclosure; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) is rightfully obtained from a third party without restriction. For the avoidance of doubt, "Confidential Information" does not include Your Data, any Personal Data contained therein, Usage Data, or Aggregate Data, in each case regardless of whether such information would otherwise fall within the definition of Confidential Information above, and all obligations relating to the confidentiality, security, access, use, disclosure, retention, deletion, or other processing of such data are governed exclusively by Section 5 (Data Use and Protection) and, where applicable, the Data Processing Agreement.

15.2 Use and Protection. The Receiving Party shall: (i) use the Disclosing Party's Confidential Information solely for the purposes of performing its rights and obligations under this Agreement; (ii) not disclose the Confidential Information to any third party except to its employees, contractors, Affiliates, and professional advisors who have a need to know such information for purposes consistent with this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein;

and (iii) protect such Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care.

15.3 Compelled Disclosure. If the Receiving Party is required by applicable law, regulation, or court order to disclose Confidential Information of the Disclosing Party, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice of such requirement and reasonably cooperate, at the Disclosing Party's expense, with any efforts to seek confidential treatment or a protective order.

15.4 Deletion. Upon written request of the Disclosing Party, the Receiving Party shall delete the Disclosing Party's Confidential Information in its possession or control, except to the extent retention is required by applicable law or for routine archival or backup purposes, subject to continued compliance with this Section 15.

16. Insurance. During the Term and for any period thereafter in which NinjaOne continues to provide the Software to You, NinjaOne shall maintain, at its own expense, insurance coverage in types and amounts that are commercially reasonable and customary for companies providing services similar to the Software, and sufficient to meet its obligations under this Agreement. Such insurance shall include, as applicable, commercial general liability (including bodily injury, property damage, products and completed operations, and contractual liability coverage), technology errors and omissions/professional liability (including coverage for network security, cyber, and privacy liability), and workers' compensation insurance as required by applicable law.

All policies shall be issued by reputable insurers with appropriate financial ratings and shall be maintained in accordance with industry standards. Upon written request, NinjaOne shall provide a certificate of insurance evidencing such coverage and shall endeavor to provide reasonable notice of cancellation or material reduction in coverage in accordance with the applicable policy terms.