



Remote Access Authorization

1. Introduction

This Remote Access Authorization (the “Authorization”) is entered into by and between **CLIENT** (the “Grantor”) and **LT Ninja LLC** (the “Grantee”), collectively referred to hereafter as “the parties.” **GRANTOR AUTHORIZES GRANTEE TO ACCESS GRANTOR’S SYSTEMS, SOFTWARE, CONFIGURATIONS, TECHNOLOGY INFRASTRUCTURE, AND ANY OTHER SUCH RESOURCES AS MAY BE REQUIRED BY GRANTEE TO PERFORM THE TASKS AND ACCOMPLISH THE OBJECTIVES NOTED BELOW.**

2. Tasks and Objectives

THIS AUTHORIZATION SHALL BE IN FORCE SOLELY TO PERMIT AND ENABLE THE GRANTEE TO COMPLETE THE TASKS AND OBJECTIVES NOTED HEREIN. For purposes of this Authorization, the Grantor requests the Grantee to:

- Evaluate the Grantor’s N-able N-central server operating system configuration (if applicable),
- Evaluate the Grantor’s N-able N-central server and environmental configurations,
- Evaluate the Grantor’s N-able N-central monitoring and alerting configurations,
- Evaluate the Grantor’s N-able N-central automations and integrations,
- Collect any such data as is necessary to formulate an accurate estimate for Grantee’s services,
- Make any recommendations to the Grantor as may be suggested by industry best practices, and
- Make any configuration changes to Grantor’s N-able N-central server as Grantor may request or authorize.

3. Time Periods

THIS AUTHORIZATION SHALL BE IN FORCE ONLY SO LONG AS SUCH ACCESS IS NECESSARY OR DESIRABLE BY GRANTEE TO COMPLETE SUCH TASKS AND OBJECTIVES. In the event that it is determined that it is no longer possible for Grantee to complete the tasks and objectives noted herein, Grantee will notify the Grantor so that Grantor may take appropriate measures to deny such access as may have been authorized under this Authorization. This authorization may be revoked by Grantor, or terminated by Grantee, at any time.

5. Severability

If a court finds any provision of this Authorization invalid or unenforceable, the remainder of this Authorization shall be interpreted so as best to effect the intent of the parties.

6. Integration

This Authorization expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, Authorizations, representations and understandings. This Authorization may not be amended except in a writing signed by both parties.



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7. Limitation of Liability

To the maximum extent permitted by law, Grantor agrees to limit the Grantee's liability for any and all damages experienced or assumed by the Grantor as a result of Grantee's performance under this Authorization strictly to three (3) times the total amount of Fees paid and amounts accrued but not yet paid by the Buyer / Grantor to the Provider / Grantee for services rendered under this Authorization, regardless of the cause of action or legal theory pled or asserted. **THE REMEDIES PROVIDED IN THIS AUTHORIZATION ARE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES. IN NO EVENT SHALL GRANTEE BE LIABLE TO GRANTOR OR ANY OTHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR UNFORESEEABLE LOSS, DAMAGE, EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF DATA, CORRUPTION OF COMPUTER SOFTWARE, CORRUPTION OF COMPUTER OPERATING SYSTEMS, OR CORRUPTION OF COMPUTER HARDWARE, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE BEING INCURRED.** Furthermore, the parties agree that the limitations and exclusions herein are fair and reasonable in all circumstances and contexts that these limitations and exclusions may be viewed.

8. Venue

This Statement of Work, excluding its conflict of law provisions, shall be governed by the laws of the State of Florida. Any action arising under or relating to this Statement of Work shall lie within the exclusive jurisdiction of the State and Federal Courts located in Hillsborough County, Florida.

9. Electronic Signatures and Delivery

This Authorization may be executed in multiple counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The counterparts of this Authorization and all other agreements and documents executed in connection herewith may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

10. Authorized Execution

This Authorization and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Authorization through its authorized representative via esigned quote.