MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("**Agreement**") is entered into as of _____, 2019 (the "**Effective Date**") by and between CloudSimple, Inc., a California corporation ("**CloudSimple**" or "**Vendor**") and the client set forth in the signature block at the end of this Agreement ("**Client**"). Vendor and Client agree that this Agreement shall apply to each Order Form (as defined below) executed by Vendor and Client.

The parties have agreed to execute this Agreement in order to memorialize the terms and conditions on which CloudSimple will provide Client access to its technology on a software-as-a-service basis. The parties hereby agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in the Agreement, the terms set forth in this Section 1 shall have the following meanings:

1.1. "Affiliates" shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "**Authorized Users**" shall mean Client's employees, consultants and contractors authorized by Client to access and use the Vendor Applications or Vendor Software, who have been supplied user identification and passwords by Client. Authorized Users shall not include: (i) Client's suppliers; (ii) employees, consultants, contractors or suppliers of any of Client's Affiliates (unless such Affiliate(s) have been identified as Client on an Order Form) or other entities; or (iii) employees or individuals located at any sites, campuses or locations other than the Client Site.

1.3. "**Client Data**" shall mean all Client Confidential Information (as defined below in Section 7.1) and other data, text, sound, software, and image files uploaded or transmitted by Authorized Users using the Vendor Applications or Vendor Software.

1.4. "**Client Site**" shall mean any of the location(s) that are designated as Client Sites in the Order Form where Authorized Users are authorized to use the Vendor Applications.

1.5. "**Order Form**" shall mean the ordering documents substantially in the form attached hereto as Exhibit A that represent the initial purchase of the (i) Subscription to the Vendor Applications and Vendor Software; and (ii) Services, and any subsequent ordering documents that from time to time are executed hereunder by Client and Vendor and which expressly refer to the Agreement. All Order Forms shall be deemed incorporated into the Agreement.

1.6. "**Previews**" shall mean preview, beta, or other pre-release versions of the Vendor Applications or Vendor Software offered by Vendor to obtain feedback.

1.7. "**Professional Services**" shall mean any implementation, training, consulting, data migration, conversion, integration or other services provided by Vendor to Client, as set forth in an Order Form.

1.8. "**Services**" shall mean the Support Services and Professional Services.

1.9. "**Vendor Software**" shall mean the downloadable software components provided to Client by Vendor via a Subscription for use with the Vendor Applications.

1.10. "**Subscription**" shall mean the right of Authorized Users to access the Vendor Applications and run the Vendor Software (if any) during the Subscription Term, as set forth in this Agreement and an Order Form signed by Vendor and Client.

1.11. "**Support Services**" shall mean the maintenance and support services described in Schedule 1, and provided in connection with the Vendor Applications.

1.12. "**Vendor Applications**" shall mean those on-demand, web-based applications made available to Client by Vendor via a Subscription. Vendor will host and operate the Vendor Applications on computer servers accessible by Client over the Internet.

2. CHANGES; COOPERATION.

2.1. Changes. Vendor may from time to time develop enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the Vendor Applications, Vendor Software, and Support Services ("**Changes**"). Client hereby authorizes Vendor to implement such Changes, provided that such Changes do not have a material adverse effect on the functionality or performance of the Vendor Applications, Vendor Software, or Support Services.

2.2. Updates. Vendor may provide new feature functionality, enhancements, and other changes, which are logical improvements to a Vendor Application and to which Vendor makes generally available on a commercial basis, without charge, to any other client of the Vendor Application ("**Updates**"). Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to a Vendor Application nor do they include any Professional Services that may be required for implementation.

2.3. Cooperation. Client acknowledges that the successful and timely provision of the Vendor Applications, Vendor Software, and Services shall require the good faith cooperation of Client. Vendor shall not be liable for any failure to provide the Vendor Applications, Vendor Software, and Services that arises from Client's failure to cooperate in good faith with Vendor.

2.4. Terms. Vendor shall provide the Vendor Applications, Vendor Software, and Services to Client pursuant to this Agreement and any specific limitations set forth in Order Forms, as executed hereunder from time to time. Additional services may be governed by additional terms set forth in an Order. At Client's request, Vendor may provide technical, operational or other assistance or consulting in excess of the standard Support Services at Vendor's standard hourly rate then in effect.

2.5. Preview Releases. Vendor may make available Previews. **PREVIEWS ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," AND ARE EXCLUDED FROM THE LIMITED WARRANTY AND ANY SERVICE LEVEL COMMITMENTS.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments. Vendor may change or discontinue Previews at any time without notice. Vendor also may choose not to release a Preview into "General Availability."

3. USE OF THE VENDOR APPLICATIONS, SOFTWARE, AND SERVICES.

3.1. Proprietary Rights. This is a subscription agreement for use of the Vendor Applications and Vendor Software. The Agreement is not a sale, or assignment and transfer, of any software. Client agrees that Vendor, its licensors or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights in and to the Vendor Applications, Vendor Software, the Services, Services deliverables and any and all related and underlying software (including interfaces created by Vendor), databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the Vendor Applications, Vendor Software, and Services. Except for the Subscription granted hereunder, nothing in the Agreement gives the Client any right, title or interest in or to the Vendor Software, Vendor Applications, the Services or any related documentation.

3.2. Access to Vendor Application. During the Subscription Term, Client shall have a non-transferable, non-exclusive right to allow

Authorized Users to access and use the Vendor Applications for its internal business purposes.

3.3. Vendor Software. During the Subscription Term, Vendor hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to install and run the Vendor Software in object code form only, solely for Client's internal business purposes in connection with the use of the Vendor Applications as set forth in this Agreement.

3.4. Use Guidelines.

3.4.1. The Vendor Applications and Vendor Software are provided to Client for use only as expressly set forth in the Agreement, and Client will not use the Vendor Applications or Vendor Software in whole or in part for any other use or purpose. In particular, Client will not, and will not allow any third party to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Vendor Applications or Vendor Software by any means, or disclose any of the foregoing; (ii) except as expressly set forth in the Agreement, provide, rent, lease, lend, or use the Vendor Applications or Vendor Software for timesharing, subscription, or service bureau purposes; (iii) sublicense, transfer or assign the Vendor Applications or Vendor Software or any of the rights or licenses granted under the Agreement; or remove or obscure any trademark, product identification, proprietary marking, copyright or other notices provided with the Vendor Applications or Vendor Software or related documentation.

3.4.2. Client shall not: (i) use the Vendor Applications or Vendor Software for storage, possession, or transmission of any information, the possession, creation or transmission of which violates any state, local or federal law; (ii) transmit Client Data using the Vendor Applications that infringes upon or misappropriates the intellectual property or privacy rights of any third party; (iii) perform any load testing of the Vendor Applications or Vendor Software or attempt to probe, scan or test the vulnerability of the Vendor Applications or Vendor Software without proper authorization; or (iv) log into a server or account that Client is not authorized to access.

3.5. Client Responsibilities. Client is responsible for all activity occurring under Authorized User accounts and for each Authorized User's compliance with all terms and conditions of the Agreement. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data generated, uploaded and transmitted by Client and Authorized Users. Client shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Vendor Applications or Vendor Software and notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

3.6. Authorized Users.

3.6.1. The Subscription to the Vendor Applications and Vendor Software is granted solely to the Client and any of Client's Affiliates identified in the Order Form and their Authorized Users and shall not be shared with any third parties other than Authorized Users. The number of Authorized Users accessing the Vendor Applications and Vendor Software shall not exceed the maximum number of Authorized Users specified in the Order Form. User subscriptions are for named users and cannot be shared or used by more than one user but may be reassigned from time to time to new Authorized Users who have terminated an employment or some other prior relationship with Client, changed job status or function, or otherwise no longer require ongoing use of the Vendor Applications or Vendor Software. The Authorized Users may only access the Vendor Applications at those Client Site(s) indicated in the Order Form.

3.6.2. Client acknowledges that the price of the Subscription purchased hereunder is based on Client's access requirements as provided to Vendor as of the Effective Date of the Agreement. In the event Client wishes to subsequently expand access to additional users, sites or Affiliates, Client may purchase additional Subscriptions to the Vendor Applications or Vendor Software by executing separate Order Forms hereunder.

3.7. Client Data. Client hereby grants to Vendor a worldwide, non-exclusive, fully paid-up license to use and reproduce the Client Data in any manner reasonably necessary to perform its obligations hereunder, including the provision of the Vendor Applications, Vendor Software, and Services to Client. Client represents and warrants that Client owns or all right, title and interest in and to the Client Data or has a license granting it the rights necessary to permit it to grant the foregoing license. Vendor may use the Client Data in an aggregated format with data provided by other third parties for various business purposes, provided that it is not possible to identify Client, or any individual Client transaction from the data. With respect to a particular Vendor Application provided under an Order Form, Client may extract data uploaded by Client to such Vendor Application (that Client has not previously deleted) during the Subscription Term for such Vendor Application. When such Subscription Term expires, Vendor will retain such data for 3 hours so that Client may extract it, except for Previews, where Vendor may delete such data immediately without any retention period. Client acknowledges that Vendor will have no additional obligation to continue to hold, export, or return such data after the retention period set forth above, and that Vendor will have no liability whatsoever for deletion of such data pursuant to this Agreement.

3.8. Third Party Products. Vendor may make third party products available to you in connection with the Vendor Applications. The use of such products may be governed by the applicable third party terms. For Client's convenience, Vendor may include charges for the third party products as part of Client fees for the Vendor Applications, but assumes no responsibility or liability whatsoever for such third party products. Client is solely responsible for any third party products Client installs, hosts, accesses, or uses in connection with the Vendor Applications (including obtaining and maintaining valid licenses with respect thereto that grant all rights necessary for Client's use thereof), and hereby indemnifies Vendor for any liabilities or claims with respect thereto. If Client installs, hosts, accesses, or uses any third party products (whether made by available by Vendor or installed, hosted, or accessed by Client directly), then Client is solely responsible for directing and controlling its use of such products. Client may not install any third party products in a way that would subject any Vendor technology or intellectual property to obligations beyond those set forth in this Agreement.

4. FEES; PAYMENT.

4.1. Fees; Payment. Client agrees to pay Vendor all of the fees agreed to in the Order Form(s). Fees for the Vendor Applications, Vendor Software and Services will be invoiced in advance in accordance with the terms of the Order Form. Unless otherwise stated in the Order Form, all payments shall be made in United States dollars no later than thirty (30) days after the date of invoice, payable in full, without reduction for any offset, withholding or other claims (except with respect to charges then under reasonable and good faith dispute as evidenced in a writing promptly sent by Client to Vendor prior to the payment due date). All payments not received when due shall accrue interest at a rate per month of one and one-half percent (1.5%). Payment obligations are non-cancellable and all fees are non-refundable. Client shall remit payment via electronic funds transfer to the account designated in the Order Form.

4.2. Taxes. The fees payable under the Agreement shall not include local, state, federal or foreign sales, use, value-added, excise or personal property or other similar taxes or duties now in force or enacted in the future imposed on the transaction and/or the delivery of the Vendor Applications, Vendor Software, or Services, all of which Client shall be responsible for and pay in full except those taxes based on the net income of Vendor. If Client is exempt from the payment of any such taxes, upon execution of the Agreement, Client shall provide Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3. Suspension of Service. If any Client account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in the Agreement), Vendor reserves the right, upon ten (10) days prior written notice to Client, to suspend the Subscription to the Vendor Applications, Vendor

Software, and provision of Services without liability to Vendor until such account is paid in full.

5. TERM AND TERMINATION.

5.1. Term of the Agreement. The Agreement commences on the Effective Date and continues until the Subscription to the Vendor Applications and Vendor Software granted in accordance with the Agreement has expired or the Agreement is terminated earlier, pursuant to this Agreement.

5.2. Term of Subscription. The Subscription term for the Vendor Applications and Vendor Software shall be as set forth in the Order Form (the "**Subscription Term**"). Unless otherwise set forth in an Order Form, upon the expiration of the Subscription Term, the Subscription Term to the Vendor Applications and Vendor Software shall automatically renew for additional one (1) year periods, unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the end of the Subscription Term.

5.3. Termination for Cause. Either party may terminate the Agreement by written notice if the other party commits a material breach and fails to cure such breach within thirty (30) days following receipt of written notice of such breach.

5.4. Effect of Termination. Upon any termination or expiration of the Agreement, (i) Vendor will terminate Client's access to the Vendor Applications and will cease providing the Services; (ii) Client shall immediately cease any and all use of and access to any Vendor Applications and shall delete any and all copies of the Vendor Software; and (iii) each party hereunder shall return to the other party any and all Confidential Information of the other party in its possession. Termination shall not relieve Client of the obligation to pay Vendor the fees agreed in the Order Form.

6. WARRANTY.

6.1. Vendor Applications Warranty. Vendor hereby warrants that the Vendor Applications will meet the Service Availability terms set forth in Schedule 1, subject to the limitations set forth therein. Client's sole and exclusive remedy for the breach of the foregoing warranty is as set forth in Schedule 1. For the avoidance of doubt, this limited warranty does not apply to Previews.

6.2. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 6, VENDOR MAKES NO WARRANTIES REGARDING THE VENDOR APPLICATIONS, SOFTWARE, AND SERVICES. VENDOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. VENDOR DOES NOT WARRANT THAT ACCESS TO THE VENDOR APPLICATIONS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN THE VENDOR APPLICATIONS AND SOFTWARE WILL BE CORRECTED, OR THAT THE VENDOR APPLICATIONS, SOFTWARE, AND SERVICES WILL MEET CLIENT'S PARTICULAR REQUIREMENTS OR EXPECTATIONS. VENDOR DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES. VENDOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER PROBLEMS ARISING FROM CLIENT'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN VENDOR AND CLIENT. VENDOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITED WARRANTIES SPECIFIED HEREIN.

7. CONFIDENTIAL INFORMATION.

7.1. Obligations. During the term of the Agreement and for a period of three (3) years after the date of termination or expiration of the Agreement, each party: (i) shall treat as confidential all Confidential Information (as defined below) provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of the Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care to prevent the disclosure of the other party's Confidential Information as it uses to prevent the disclosure of its own Confidential Information, and shall in any event use no less than a reasonable degree of care. "**Confidential Information**" shall mean all confidential information of a party, whether written or oral, and whether in paper or electronic format, disclosed to a receiving party that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the receiving party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential information related to either party's customer lists, customer information, products, technical information, pricing information, pricing methodologies, or information regarding the disclosing party's business planning or business operations shall be deemed Confidential Information without any marking or further designation.

7.2. Exceptions. Notwithstanding the above, the receiving party's nondisclosure obligations shall not apply to information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiving party; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of the Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order, and that such information remains Confidential Information for all other purposes.

8. LIMITATIONS OF LIABILITY. NEITHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS**,** SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) THAT RESULT FROM OR ARE RELATED TO THE AGREEMENT OR ANY OF THE VENDOR APPLICATIONS OR SOFTWARE, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. THE AGGREGATE LIABILITY OF VENDOR RELATED TO OR ARISING OUT OF THE AGREEMENT OR ANY OF THE VENDOR APPLICATIONS OR SOFTWARE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY**,** SHALL NOT EXCEED THE AMOUNTS RECEIVED BY VENDOR FROM CLIENT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES. THE LIMITATIONS OF LIABILITY UNDER THIS SECTION SHALL NOT APPLY TO ANY OBLIGATIONS AND LIABILITIES ARISING FROM VIOLATIONS BY EITHER PARTY HEREUNDER OF SECTIONS 3 OR 7 OF THE AGREEMENT.

9. GENERAL PROVISIONS.

9.1. Subcontracting. Vendor may use subcontractors or otherwise delegate aspects of its performance under this Agreement, provided that Vendor will remain responsible hereunder for any such subcontractor's performance.

9.2. Export. Client shall comply with U.S. Export Administration Regulations and other export laws, restrictions and regulations and Client will not ship, transfer, export, or re-export the Vendor Applications or Vendor Software, directly or indirectly, to: (i) any

countries that are subject to U.S. export restrictions; (ii) any person who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

9.3. Governing Law; Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of California, without application of California conflicts of laws principles and without application of the United Nations Convention on the International Sale of Goods. Any suit or proceeding relating to this Agreement will be brought only in the state and federal courts located in Santa Clara County. Each of the parties consent to the exclusive personal jurisdiction and venue of such courts.

9.4. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, it shall be deemed omitted and the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.5. Waiver. The waiver by either party of a breach of any provision of the Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

9.6. Assignment. The Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party shall assign the Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, Vendor may assign or transfer this Agreement to an Affiliate, or in connection with a reorganization, reincorporation, merger, change of control, or sale of all or substantially all of its stock or assets related to this Agreement.

9.7. Independent Contractors. The parties to the Agreement are independent contractors. There is no relationship or partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

9.8. Publicity. Neither party may issue any press release regarding the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers and vendors in accordance with the other party's standard guidelines.

9.9. Notices. Unless otherwise stated in the Agreement, any notices required to be given under the terms of the Agreement, shall be in writing and either delivered personally, delivered by a nationally or internationally recognized overnight courier service or sent by registered or certified mail. Notices to either party hereunder shall be sent to those addresses set forth in the Order Form. Notices shall be deemed to have been received: (i) on the day given if delivered by hand (securing a receipt evidencing such delivery); (ii) on the second day after notice is sent, if sent by an overnight courier service; or (iii) on the fifth day after notice was mailed, if sent by registered or certified mail.

9.10. Survival. All provisions of the Agreement relating to proprietary rights, payment of fees accrued, confidentiality and non-disclosure, and limitation of liability shall survive the completion of the Services or any termination of the Agreement.

9.11. Facsimile, Email Transmission; Counterparts. The Agreement (including any Order Form) may be executed and delivered by facsimile or email and each full reproduction, including reproductions by photocopy or scan, shall be deemed an original. Receipt of any such reproduction by facsimile or email transmission shall be deemed delivery of an original. The Agreement (including any Order Form) may be executed in several counterparts each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument and notwithstanding their date of execution shall be deemed to be effective as of the Effective Date.

9.12. Force Majeure. Neither party will be liable to the other for any failure to meet its obligations under the Agreement where such failure is caused by events beyond its reasonable control including, but not limited to, such as failure of communications networks, inability to timely obtain instructions or information from the other party, governmental action, fire, storms, floods or other acts of God, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

9.13. Subsequent Modifications. No amendment, alteration or modification of the Agreement shall be effective or binding unless it is set forth in a writing signed by duly authorized representatives of both parties.

9.14. Entire Agreement. This Agreement, including the Order Form(s) and all schedules attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements among the parties in connection with the subject matter hereof except as set forth in the Agreement. In the event of any inconsistency between this Agreement and an Order Form, now or hereafter appended hereto, the terms of the Order Form shall govern.

SCHEDULE 1

MAINTENANCE AND SUPPORT

1. Client may report or submit errors relating to the Vendor Applications at any time by contacting CloudSimple support at https://support.CloudSimple.com

2. Vendor shall use commercially reasonable efforts to acknowledge reported errors that Vendor reasonably categorizes as: (i) Severity A within one (1) business hour of receipt of the reported error. "**Severity A**" is defined as a critical impact condition in which the Vendor Application is partially or totally inoperative in the production environment, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable; (ii) Severity B within approximately two (2) hours of receipt of the reported error. "**Severity B**" is defined as a moderate business impact condition that results in the usability of the product being restricted; and (iii) Severity C within approximately four (4) hours of receipt of the reported error. "**Severity C**" is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is minor.

3. Vendor shall use commercially reasonable efforts to deliver a solution or action plan to correct reported errors that Vendor categorizes as: (i) Severity A within eight (8) business hours of receipt of the reported error; (ii) Severity B within approximately two (2) business days of receipt of the reported error; and (iii) Severity C within approximately five (5) business days of receipt of the reported error.

4. When a Vendor Application is deployed in conjunction with other software products, including but not limited to web servers, browsers, databases, and operating systems, Vendor is not responsible for providing Support Services for these other products, or for ensuring correct interoperation with these products.

5. Client shall use commercially reasonable efforts to assist Vendor in reproducing the specific situation in which a Vendor Application, standing alone, demonstrates a failure to conform substantially in all material respects to the functional specifications set forth in its accompanying documentation ("**Defect**").

6. Vendor shall use commercially reasonable efforts to make hosted Vendor Applications Available to Client for at least the percentage of time set forth below in this Section 6 ("**Availability Commitment**"), seven (7) days a week, twenty-four (24) hours per day. "**Available**" or "**Availability**" shall mean the ([total minutes in a billing month – total minutes Unavailable] / [total minutes in a billing month]) x 100%. A Vendor Application will be considered "**Unavailable**" if
    a. CloudSimple's monitoring tools determine that one of the following events (each, an "**SLA Event**") has occurred: (1) All of the virtual machines running in a cluster do not have any connectivity for four consecutive minutes; (2) None of the virtual machines can access storage for four consecutive minutes; or (3) None of the virtual machines can be started for four consecutive minutes; and
    b. the SLA Event: does not result from regularly scheduled Vendor maintenance; does not result from failure of Client's hardware or software or a failure by Client to meet minimum system requirements; does not result from the failure of a communication service or other outside service or equipment not within the control of Vendor; does not arise from Client's misuse of the Vendor Applications; or is not beyond the reasonable control of Vendor.

    The total minutes that the applicable Vendor Application is Unavailable for a particular SLA Event is measured from the time that Vendor validates that the SLA Event has occurred until the time that Vendor resolves the SLA Event such that the applicable Vendor Application is no longer Unavailable. If two or more SLA Events occur simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable. Availability of the Vendor Applications is dependent on and subject to availability of the infrastructure on which the Vendor Applications are hosted, and availability of such third-party infrastructure is not covered by the service availability metrics set forth in this Schedule 1.

Vendor Application	**Availability Commitment**
Private Cloud Infrastructure	99.9%
Management Infrastructure	99.9%

In the event that the Vendor Applications fail to meet the applicable Availability Commitments, during any month during the Subscription Term , as Vendor's sole liability, and Client's sole remedy, Client shall be entitled to service level credits ("**SLA Credit**") as follows, as a percentage of the fees Client actually paid for the applicable Vendor Application in the month in which such Vendor Application failed to meet the Availability Commitment, to be credited against Client's next payment if Client meets the eligibility requirements set forth below: (a) Client's account does not have any delinquent payments;

Availability for Private Cloud Infrastructure	**SLA Credits**
Less than 99.9% but equal to or greater than 99%	10%
Less than 99%	30%

Availability for Management Infrastructure	SLA Credits
Less than 99.9% but equal to or greater than 99%	5%
Less than 99%	15%

To request an SLA Credit, Client must file a SLA Credit request with Vendor at https://support.CloudSimple.com within sixty (60) days after the month in which Client experienced the suspected failure to meet the applicable Service Availability Commitment. Vendor will review the request and, if Vendor confirms the failure to meet the applicable Service Availability Commitment, based on Vendor's data and records, will apply an SLA Credit against Client's next payment. Notwithstanding the foregoing, Client will only be eligible to receive an SLA Credit if (a) Client's account does not have any delinquent payments; (b) Client has a minimum configuration for all virtual machine storage as follows: (i) when the cluster has between 3 and 5 hosts, the numbers of failure to tolerate = 1; and (ii) when the cluster has between 6 and 32 hosts, the number of failures to tolerate = 2; (c) the storage capacity for the cluster retains slack space of 25% available (as described in the VSAN storage guide) https://docs.vmware.com/en/VMware-vSphere/6.7/vsan-671-administration-guide.pdf and (d) there is sufficient capacity on the cluster to support the starting of a virtual machine.

7. Support Services do not include any on-site services. At Client's request, Vendor may provide technical, operational or other assistance or consulting in excess of the standard Support Services at Vendor's standard hourly rate then in effect.