

MASTER SERVICES AGREEMENT

AGREEMENT, SERVICE SCHEDULES AND ORDERING DOCUMENTS

1.1 Meaning of Terms

Introduction. All Ordering Documents entered into by Infinitely Virtual shall be governed by this Agreement, if the Ordering Documents are dated on or after July 1, 2019. Any Customers who employ Infinitely Virtual's Services pursuant to the terms and conditions which were in effect prior to July 1, 2019, shall be governed by the prior terms of use, which are accessible via <https://www.infinitelyvirtual.com/terms-and-conditions.html>.

This Agreement shall only apply to Customers who employ Infinitely Virtual's website which is controlled and operated by Infinitely Virtual from its offices within the United States. Infinitely Virtual makes no representation that the products or services accessed through this website are appropriate or legally available for use in other locations. Those who choose to access the products, services or the website from other locations do so of their own volition and are responsible for compliance with applicable local laws.

Individuals, organizations and businesses located in countries subject to United States embargoes as well as any person listed on the U.S. Treasury Department's list of Specially Designated Nationals, or listed on U.S. Commerce Department's Table of Denial Order or Entities List may not enter into agreements associated with the Products or Services available from Infinitely Virtual. By placing your order with Infinitely Virtual, you acknowledge that you are not such a person, organization or business.

Definitions. "Agreement" means this Master Services Agreement "MSA", the applicable Service Schedules (as defined in Section 1.2), any applicable Sales Order Form ("Order"), any applicable SOW (as defined in Section 1.3 below), any applicable SOW Change Order (as defined in Section 1.3 below), and other incorporated attachments, each of which may be updated and modified by mutual agreement between the Parties from time to time. Infinitely Virtual may change the terms, specifications, or charges for the Services (as defined in Section 1.2 below) for any upcoming renewal term by providing Customer at least sixty (60) days' written notice. Infinitely Virtual and Customer are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties." Other capitalized terms are defined in the Definitions section of the Standard Terms. Capitalized terms that are not defined in the Definitions section below are defined where they first appear in this Agreement. Any capitalized term which is defined in this Agreement shall have the same meaning when used in any Service Schedule, Order, SOW, and/or SOW Change Orders unless the language or context requires otherwise. This Agreement replaces all prior oral or written communications between Customer and Infinitely Virtual with regard to the Services.

1.2 Master Services Agreement; Service Schedules and Policies

The purpose of this Agreement is to provide a framework within which Customer may from time to time purchase services from Infinitely Virtual. This Agreement contains general contractual terms for all services to be provided by Infinitely Virtual (the "Services"). Additional terms and conditions that apply

to each type of Service are set forth in service schedules whether attached hereto or executed by the Parties after the Effective Date (each a "Service Schedule"). These additional terms and conditions shall apply only if the specific type of Service covered by the applicable Service Schedule is purchased by Customer.

1.2.1 Equipment. As part of the Services, Infinitely Virtual provides servers, the associated operating system and other applicable software, equipment used for Internet connectivity and required space in a Infinitely Virtual data center (collectively, the "Equipment"). Infinitely Virtual acts solely as a provider or "reseller" of the Equipment it uses to provide the Services, which have been manufactured or otherwise provided by a third party. Customer's sole remedies for any malfunction or defect in the Equipment are described below. Infinitely Virtual will perform the initial configuration of the Equipment and such maintenance and support Services as are specified on the Service Order. Infinitely Virtual will occasionally perform maintenance services which Customer acknowledges may require Equipment downtime, and in such event Infinitely Virtual will attempt to provide prior notice of such downtime. Customer shall supply (and shall cause its third-party suppliers to provide) Infinitely Virtual with such reasonable assistance as Infinitely Virtual requires to provide the Services. Customer is solely responsible for all other services not specified on the Service Order, which may include, without limitation, the management, administration and support of Customer's software and the software that is part of the Equipment once it is installed by Infinitely Virtual. In addition, Customer acknowledges and agrees that while Infinitely Virtual may perform certain backups as part of its internal operations with respect to the Services, such backups are not meant to be a complete disaster recovery solution for Customer and, as such, Customer is solely responsible for backup of its software and data residing on the Equipment.

1.2.2. No Guaranty. Infinitely Virtual shall have no obligation to provide support and no liability for any interruption or deficiency in the Services resulting from (a) tampering or alteration of the Equipment by persons not authorized, or in a manner not explicitly required by Infinitely Virtual or (b) the function or malfunction of hardware or software not supplied by Infinitely Virtual. Customer shall promptly report all alterations to Equipment or software initiated or implemented by persons not explicitly required by Infinitely Virtual and shall promptly implement any corrective procedures required by Infinitely Virtual. Infinitely Virtual exercises no control over, and specifically rejects any responsibility for, the content, accuracy or quality of information passing or obtained through or resident on the Equipment. Use of any information obtained via the Equipment is strictly at Customer's own risk.

1.2.3. Acceptable Use Policy. Customer and those using the Services through Customer shall at all times comply with the then current version of Infinitely Virtual's Acceptable Use Policy specified at <https://www.infinitelyvirtual.com/acceptable-use-policy.html> ("AUP"), which is incorporated into and made a part of this Agreement. Infinitely Virtual may amend the AUP from time to time, which amendments shall be effective upon their posting at such website. Infinitely Virtual may take any of the preventative or corrective actions specified in the AUP, up to and including suspension of the Services or termination of the Agreement, which suspension or termination shall not relieve Customer of its obligation to pay the fees for the Services. Customer acknowledges and agrees that Infinitely Virtual will provision the Services hereunder subject to its Privacy Policy, as amended from time to time, a copy of which is available at www.infinitelyvirtual.com. Because Infinitely Virtual acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65

FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)); Customer is solely responsible for complying with such statutes, rules and regulations.

1.2.4. Excessive Usage. Infinitely Virtual reserves the right to monitor Customer's bandwidth and/or disk usage and to utilize technology to limit such usage to ordered amounts and/or to charge Customer for any excessive usage. Infinitely Virtual further reserves the right to suspend access to Customer's website, script or other application in the event Infinitely Virtual reasonably believes that such website, script or other application is the cause of interruptions in Infinitely Virtual's ability to provide services to other customers, which suspension or termination shall not relieve Customer of its obligation to pay the fees for the Services. In the event of any such suspension, Infinitely Virtual will notify Customer as soon as practicable so that Customer may take remedial action in order to regain access to its website, script or other application. Customer acknowledges and agrees that in an effort to control spam (i) Infinitely Virtual may utilize certain technologies to block incoming and outgoing email which Infinitely Virtual determines, in its sole discretion, may be spam, (ii) Infinitely Virtual servers will not accept connections from unsecured systems (including, without limitation, open relays, open proxies, open routers or any other system that has been determined to be available for unauthorized use), (iii) Infinitely Virtual may, in its sole discretion, reject connections from systems that use dynamically assigned or residential IP addresses, and (iv) Infinitely Virtual may, in its sole discretion, reject connections from any IP address that does not have reverse DNS (a PTR record).

1.2.5. IP Addresses. Any Internet Protocol addresses ("IP Addresses") assigned to Customer by Infinitely Virtual in connection with the Services (i) shall be used only in connection with the Services and (ii) will require Infinitely Virtual to disclose certain Customer contact information to the applicable registry for Internet numbers. If for any reason Customer discontinues use of the Services or this Agreement terminates, Customer's right to use the IP Addresses shall terminate. Infinitely Virtual may change the IP Addresses upon 30 days' written notice to Customer.

1.2.6. Service Level Agreements. The Service Level Agreements ("SLAs"), if any, for the Services, which are incorporated into this Agreement and include commitments with respect to certain availability of the Services, are set forth at <http://www.infinitelyvirtual.com/sla.html> and set forth Customer's sole and exclusive remedies for Claims relating to the Services.

1.3 Ordering Procedures

Customer may at any time request for Infinitely Virtual to provide a Service by submitting to Infinitely Virtual an Ordering Document as defined below, in a form provided by Infinitely Virtual in accordance with the following procedures:

a) For Cloud and Managed Services: Customer may at any time request for Infinitely Virtual to provide Cloud and Managed Services, by submitting to Infinitely Virtual an email to the email address provided by Infinitely Virtual or Infinitely Virtual's web portal.

b) For Professional Services: The Parties shall execute a Statement of Work ("SOW") that will describe the professional services to be performed by Infinitely Virtual, applicable pricing and other appropriate terms and conditions. Any subsequent changes to the SOW shall be agreed to in writing by both Parties through a change order ("SOW Change Order").

The Order, SOW or SOW Change Order may individually be referred to as an “Ordering Document” or collectively “Ordering Documents”.

1.4 Order of Precedence

Each Service Schedule, any Exhibit to a Service Schedule, and all Ordering Documents shall be incorporated into and made part of this Agreement. In the event of any conflict between this Agreement and the terms of any of the Service Schedules, Exhibits and the applicable Ordering Document(s), precedence will be given in the following order: (i) the relevant Ordering Document, (ii) the applicable Service Schedule, but only with respect to the Services specified therein; (iii) this Agreement; and (iv) the Terms of Use.

1.5 Introduction The following Infinitely Virtual Standard Terms and Conditions (“Standard Terms”) apply to Customer’s use of Infinitely Virtual Services. These Standard Terms, the MSA, any Service Schedule, all Ordering Documents, and any exhibits or schedules attached hereto and other documents referenced herein constitute the entire agreement between Customer and Infinitely Virtual (the “Agreement”) and replaces all prior oral or written communications between Customer and Infinitely Virtual with regard to the Services. Customer and Infinitely Virtual each is a “Party” hereto, and together, are the “Parties” to this Agreement.

2. Definitions Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement. The following terms shall have the meanings set forth below.

2.1 “Account Information” means any valid information, including billing information, contact information, payment information, and such other information that Customer provides to Infinitely Virtual.

2.2 “Additional Third-Party Terms” mean any additional third-party terms and conditions applicable to the Service. The Additional Third-Party Terms are part of the Standard Terms and shall be specified, as applicable, in each Service Schedule.

2.3 “Affiliate” means, with respect to a Party, a legal entity that is controlled by, controls, or is under common control directly or indirectly with that Party.

2.4 “Authorized User” means Customer’s employees and contractors whose duties require use or access to the Service and/or Software, provided that each individual contractor agree in writing to comply with the terms of this Agreement.

2.5 “Cloud and Managed Services” means any of the Services specified in the Cloud and Managed Services Schedule or relevant Ordering Documents that Customer has the right to access and use remotely.

2.6 “Confidential Information” means proprietary and/or confidential information of a Party, its Affiliates, Representatives or customers, including, but not limited to, the Services, Software, Documentation, end-user materials, work product, Intellectual Property, proposals, designs, concepts, methodologies, inventions, source or object code, developments, research, programs, databases, referral sources, customers, prospective customers, inventions, developments, “know-how,” procedures, financial information or licensing policies, technical, financial, marketing, staffing, business plans and information, strategic information, proposals, specifications, drawings, documentation,

manuals, know-how, pricing information, customer information, procedures, processes, techniques, software code and software programs, that are marked as “confidential” or “proprietary”, or is of such a nature and character that a reasonable person under the circumstances would understand it to be confidential, and all non-public personal data provided by the disclosing Party to the receiving Party in the course of the performance of the Services. Notwithstanding the foregoing, Confidential Information shall not include any information that: (a) was in the public domain prior to disclosure by the disclosing Party; (b) comes into the public domain through no fault of the receiving Party; (c) is authorized for disclosure in writing by the disclosing Party; (d) is disclosed to a Party without restriction by a third party who has a legal right to make such disclosure; and/or (e) the receiving Party independently develops without use of or reference to the Confidential Information of the disclosing Party.

2.7 “Customer” means the user of the Services offered by Infinitely Virtual.

2.8 “Customer Data” means all data provided by Customer to Infinitely Virtual in conjunction with Customer’s use of the Services and Software, including any data, text, software, scripts, video, sound, music, graphics, and images that are uploaded or stored in connection with the Services by Customer or its Affiliates.

2.9 “Customer Offering” means any services provided by Customer to Third Parties, that directly utilize the Services.

2.10 “Customer Portal” means the Customer-specific Services management portal page, which can be accessed via the Site.

2.11 “Documentation” means the instructional manuals and functional specifications related to the Service as delivered by Infinitely Virtual, or related to the features, functions, and use of the any Software.

2.12 “Fees” mean the fees payable by Customer to Infinitely Virtual as set out in the relevant Service Schedule(s), Exhibit(s), Ordering Document(s), or other charges passed through to Customer, including but not limited to fees payable related to Fixed Rate Billed Services, Usage Based Billed Services, and Variable Billed Services.

2.13 “Fixed Rate Billed Services” means those Services provided under the Agreement that are billed based on the fixed rate set forth in the Agreement, Service Schedule, or an applicable Ordering Document.

2.14 “Intellectual Property” means intellectual property rights including, but not limited to, patents, patent applications, trade secrets, trademarks, trade names, service marks, logos, moral rights, or any other copyrights inherent thereunder, along with any registrations and applications to register, as applicable in tangible and intangible materials or information which may be continually under development, modification or improvement, including, but not limited to, software, source code, object code, routines, tools, documentation, methodologies, techniques, algorithms, inventions, ideas, databases, and know-how.

2.15 “Infinitely Virtual Tools” means any and all processes, materials, software, and products, including Intellectual Property in the foregoing, and any modifications, enhancements, or derivative works thereof, developed or used by or on behalf of Infinitely Virtual in its delivery of the Software or

Services that do not contain any of Customer's Confidential Information, whether or not in existence prior to the Agreement Effective Date.

2.16 "Order Term" means the stated term specified on an Ordering Document.

2.17 "Representatives" means a Party's Affiliates, directors, officers, employees, agents, consultants, advisors, and other representatives (including legal counsel and accountants).

2.18 "Service Level Agreement" or "SLA" means the commitments that Infinitely Virtual may provide to Customer for each of the Services as specified in the relevant Service Schedule as described in Section 1.2.6.

2.19 "Services" has the meaning set forth in the MSA, and includes those services provided by Infinitely Virtual to Customer as further specified in the relevant Services Schedule or Ordering Document. Customer may add, alter, or remove Services during the Term of the Agreement as further set forth herein.

2.20 "Site" means the online interface to which Infinitely Virtual provides access to Customer.

2.21 "Software" means the Infinitely Virtual Tools and any computer programs or applications used by Infinitely Virtual to deliver the Services or accessed by Customer as part of the Cloud and Managed Services.

2.22 "Usage-Based Billed Services" means those Services provided under the Agreement that are billed based on actual usage of the Services by Customer, the cost for which is generally calculated by multiplying a fixed unit by a rate set forth in the Agreement, Service Schedule, or an applicable Ordering Document.

2.23 "Variable Billed Services" means those Services provided under the Agreement that are billed based on the cost of another Service, where the cost for Variable Billed Services is calculated by multiplying the cost of such other Service by a variable rate set forth in the Agreement, Service Schedule, or an applicable Ordering Document.

3. Services

3.1 Scope. Infinitely Virtual will provide Customer the Services as specified in each Service Schedule and Ordering Document, consistent with the Documentation and any relevant SLA. Subject to the terms of this Agreement, Infinitely Virtual grants Customer a nonexclusive, revocable, non-transferable and non-sub-licensable right to access and use the Services set forth in a Service Schedule or Ordering Document during the applicable Order Term for Customer's internal business purposes, and to use the Services to create, offer, and provide Customer Offerings.

3.2 Infinitely Virtual Obligations. Infinitely Virtual will provide the Services to Customer according to the specifications and timeframes set forth in the applicable Service Schedule, Ordering Document, SLA, and/or Documentation, beginning on the Service Commencement Date.

3.3 Limitations. Customer may only access and use the Services subject to any restrictions specified herein and in the applicable Ordering Document(s). Without limiting the foregoing, Customer shall not: (a) circumvent, copy, modify, decompile, reverse engineer or disassemble the Software, Infinitely Virtual Tools, third-party technology or Infinitely Virtual's proprietary technology used in

connection with the Services (“Infinitely Virtual Technology”); (b) sublicense, rent or lease the Infinitely Virtual Technology or Services; or (c) copy any features, functions or graphics of the Services or modify or make derivative works based upon the Services.

3.4 Subcontractors. Infinitely Virtual may use one or more subcontractors to provide the Services or a portion of the Services. Unless otherwise provided in a Service Schedule, Ordering Document, or otherwise agreed in writing, Infinitely Virtual will be solely responsible for any fees or charges incurred through use of subcontractors to the extent required to provide the Services, and subcontracting will not increase the Fees payable under this Agreement. Customer will pay any fees for subcontractors that Infinitely Virtual may retain to provide agreed-upon services in excess of the scope of the Services set forth in the Agreement.

4. Customer Obligations

4.1 Regulatory Compliance. Customer assumes sole and complete responsibility, at its expense, for ensuring that its Authorized Users comply with and use the Services and Software in compliance with all applicable federal, state and local laws and regulations, including, without limitation, laws relating to confidentiality of consumer information, labor and employment laws, occupational safety laws, and any other relevant federal, state or local laws or regulations.

4.2 Suitability. Customer is responsible for determining the suitability of the Services and Software for its operations and whether the Software and Services will achieve the results that the Customer desires. The Services and Software are provided as a tool for Customer to use as Customer sees fit in its business. Customer is responsible for ensuring the accuracy of any Customer Data or other data input in to the Services and Software and ensuring and confirming the accuracy of any output and results created by the Software and Services prior to use or dissemination.

4.3 User Control Considerations. Customer will (a) delegate access to Customer employees via the Site, (b) maintain and change passwords frequently, and promptly upon providing access to Infinitely Virtual or any Third Party to perform maintenance activities on Customer’s behalf, and (c) provide to Infinitely Virtual a primary notification point of contact to serve as Customer’s authorized representative to make technical and financial decisions.

4.4 Customer Backup and Security Obligations.

4.4.1 Backup and Continuity of Operations. Except as otherwise provided in an applicable Service Schedule or Ordering Document, other than responsibility for physical security, Customer shall be solely responsible for data maintenance, integrity, retention, security, and backup of Customer Data. Customer will be solely responsible for the development and implementation of an appropriate disaster recovery plan, and will be solely responsible for determining whether and to what extent a disaster has occurred, and for notice of same to Infinitely Virtual. Customer will be solely responsible for undertaking measures to: (a) prevent any loss or damage to Customer Data; (b) maintain independent archival and backup copies of Customer Data; and (c) ensure the security, confidentiality and integrity of Customer Data. Customer hereby agrees that any liability of Infinitely Virtual for loss of Customer Data backup(s) shall be limited to the amount paid to Infinitely Virtual for storage of said Customer Data backup(s).

4.4.2 Account Management. Customer will use reasonable security precautions for providing access to the Services by its employees or other individuals to whom it provides access, whether in connection with Customer's internal business purposes or as a Customer Offering. Customer will be solely responsible for ensuring the confidentiality and security of all account usernames and passwords, and for all user conduct in connection with such account credentials. Customer will implement internal protocols and procedures whereby terminated personnel will no longer be able to use any Customer username or password. All passwords used by Customer or its personnel must be smart, secure combinations of characters and not be comprised solely of dictionary words.

4.4.3 Breach Notification. Notwithstanding Sections 4.4.1 and 4.4.2, Infinitely Virtual will comply with all applicable laws pertaining to data breach and notification of same. Customer will have the right, and hereby undertakes the obligation, to promptly notify Infinitely Virtual of any potential, suspected, or actual security breach concerning the Services or Customer Data about which Customer becomes aware.

4.5 Standard Obligations. Customer agrees to do each of the following: (a) cooperate with Infinitely Virtual's investigation of outages, security problems, and any suspected breach of the Agreement; (b) comply with all license terms or terms of use for any software, content, service or website (including Customer Data) which Customer uses or accesses when using the Services; (c) give Infinitely Virtual true, accurate, current, and complete Account Information; (d) keep Customer's Account Information up to date; (e) be responsible for the use of the Services by Customer and Customer Authorized Users and any other person to whom Customer has given access to the Customer Offering; (f) use commercially reasonable efforts to prevent unauthorized access to or use of the Services; and (g) where the Customer provides a Customer Offering as permitted under this Agreement, enter into an agreements with Customer's Authorized Users containing relevant terms of this Agreement and releasing Infinitely Virtual from any and all liability for damages or losses Customer Authorized Users may incur as a result of using the Customer Offering.

4.6 Permitted Use. Unless otherwise specified in the Agreement, a Services Schedule, or an Ordering Document, Customer will not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Customer may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

5. Confidentiality

5.1 Confidentiality. During the Term of this Agreement, each Party may have access or have disclosed to it to certain Confidential Information of the other Party. Each Party agrees for a period of two (2) years from expiration or termination of the Term, whichever is applicable, to: (a) use the disclosing Party's Confidential Information solely in connection with its performance under this Agreement; (b) hold the disclosing Party's Confidential Information in confidence and disclose the disclosing Party's Confidential Information only to its Representatives who have a need to know, provided that such Representatives are bound by non-disclosure obligations substantially similar to this Section; (c) protect the disclosing Party's Confidential Information from disclosure in the same manner and to the same duty of care that the receiving Party uses to protect its own Confidential Information of

like importance, but in no event less than a reasonable standard of care; and (d) return or destroy the disclosing Party's Confidential Information promptly upon the written request of the disclosing Party at the completion of the Services, except any portion that is required to be retained by Law or pursuant to internal document retention policies aimed at legal, corporate governance or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement.

5.2 Disclosure of Confidential Information. In the event that the receiving Party is required to disclose any of the disclosing Party's Confidential Information pursuant to an order, subpoena or Laws, the receiving Party shall if permitted by the applicable order, subpoena or Law: (a) promptly notify the disclosing Party of the terms and the circumstances of any such request; (b) consult with the disclosing Party and cooperate with the disclosing Party's reasonable requests to resist or narrow any such request; (c) furnish only Confidential Information that the receiving Party is legally compelled to disclose; and (d) use reasonable efforts to obtain an order or other reliable assurances that confidential treatment will be accorded the Confidential Information disclosed.

5.3 Ownership of Confidential Information. As between the Parties, the Confidential Information, including permitted copies, will be deemed the property of the disclosing Party. No Intellectual Property right is licensed, granted, or otherwise transferred by the Agreement, except for the right to use or disclose such information in accordance with the Agreement. Receiving Party shall reproduce in full all confidentiality notices set forth on the Confidential Information.

5.4 Equitable Relief. The Parties acknowledge that monetary damages may be inadequate to compensate the disclosing Party in the event that the receiving Party (or a Representative of the receiving Party) breaches any provision of this Section and agree that, in addition to any remedies at law, the disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, without the need to prove actual damages or provide a bond.

6. Term and Termination

6.1 Term of Agreement and Termination. The term of the Agreement will begin on the date Customer first accepts the Agreement (the "Effective Date") and continues for a period to run in parallel with each Ordering Document until the latest date of expiration or termination of all Ordering Documents (the "Term").

6.2 Renewal of Order Term. Except as otherwise provided in an Ordering Document, an Order Term shall automatically renew upon the expiration of the then current Order Term as follows: (a) Orders with an initial Order Term of one year or longer shall automatically renew for additional periods of one year and (b) Orders with an initial Order Term of less than one year shall automatically renew for the same period of time as the initial Order Term. Customer may cancel automatic renewal of an Order Term by providing at least sixty (60) days' notice prior to the expiration of the then current Order Term by submitting a ticket through the Customer Portal. Customer's notice of cancellation described in the preceding sentence does not terminate Services, but instead converts the Order upon the expiration of the existing Order Term to a month-to-month term with an increase of 35% of the Fees.

6.3 Termination or Modification by External Triggers. Infinitely Virtual may terminate a Service in whole or in part, or modify it or the terms on which it is provided, if all or part of that Service: (a)

depends on an agreement between Infinitely Virtual or a Infinitely Virtual Affiliate and a third party, and that third-party agreement or the third party's materials or other input is modified or terminated; (b) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim or potential claim that it infringes or violates the rights of any third party. Infinitely Virtual will endeavor to provide Customer with reasonable prior notice of any such termination or modification, but may not be able to do so if the triggering event is under the control of a third party. The effective date of the termination or modification as indicated on the notice is the "Change Date". If a partial termination or modification in accordance with this clause fundamentally and detrimentally changes the nature of or the rights granted in the Service, Customer may terminate the affected Service by providing Infinitely Virtual with notice no later than thirty (30) days after the Change Date.

6.4 Obsolescence. Infinitely Virtual may phase out, sunset, retire, or otherwise render obsolete: (a) a prior version of a Service on at least six (6) months' prior notice following the general availability of an update or upgrade, and (b) any Service as a whole on at least six (6) months' prior notice. Infinitely Virtual will have no obligation to provide or support obsolete Services or versions of Services at the end of such notice periods. In the case of a version obsolescence described in (a), the term of the affected Service will continue unless, where the new version is subject to additional charges, Customer terminates the Service by providing Infinitely Virtual with thirty (30) days' notice after the date of Infinitely Virtual's notice. In the case of Service obsolescence described in (b), the Service will terminate after the notice period (except to the extent Infinitely Virtual has granted Customer a perpetual right to use the product).

6.5 Suspension. Infinitely Virtual may suspend, upon notice, all or part of a Service and Customer's rights in relation to that Service if: (a) Infinitely Virtual has the right to terminate the Service in accordance with these Standard Terms or a Service Schedule for non-payment of Fees; (b) Infinitely Virtual is required to do so by a third-party provider due to Customer's breach of this Agreement; (c) Infinitely Virtual is required to do so by law or regulation or at the request of any relevant regulatory authority; (d) in order to protect Infinitely Virtual's systems and security. Any such suspension may continue until Infinitely Virtual is satisfied that the condition is remedied. Customer shall be responsible for any Fees during any period of suspension permitted by this Section.

6.6 Termination for Breach. Either Party may terminate the Agreement, upon written notice, if the other Party materially breaches the Agreement and the breach (a) remains uncured thirty (30) days after the date the breaching Party receives a notice from the other Party describing the breach and requiring it to be cured or (b) is incapable of being cured. If the material breach relates solely to one or more Services (but not all the Services), the non-breaching Party only may terminate the relevant Service(s).

6.7 Termination for Insolvency. Either Party may terminate the Agreement, immediately upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party becomes insolvent; is subject involuntarily or voluntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; is dissolved or liquidated or takes any corporate action for such purpose, makes a general assignment for the benefit of credits; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.8 Termination for Convenience. Either Party may terminate this Agreement or any Ordering Document upon written notice, if said written notice of termination is given prior to onboarding of Customer data. In said event, Customer shall only be liable for one-half month of hosting fees to Infinitely Virtual. However, if said termination notice is given in the first thirty (30) days of service, there shall be no hosting fees charged to Customer.

6.9 Effect of Termination. Upon termination of the Agreement or any Ordering Document for any reason (a) Customer's and its Authorized Users' licenses to use the Services and Software will immediately and automatically terminate; (b) Customer and its Authorized Users shall cease all access and use of the Services and Software; (c) Customer shall return to Infinitely Virtual any Infinitely Virtual Confidential Information, Intellectual Property or Documentation in Customer's possession; and (d) Customer shall promptly pay all unpaid Fees and all third-party charges incurred by Infinitely Virtual arising from such termination, except in the case of termination in the first thirty (30) days of service pursuant to Section 6.8 above. Upon termination of the Agreement or any Ordering Document prior to the expiration of any outstanding Order Term (a) by Customer under the Section titled Termination for Convenience, or (b) by Infinitely Virtual under the section titled Termination for Breach, Customer shall also pay to Infinitely Virtual all Fees Customer would have had to pay for the remaining Order Term for all terminated Orders (the "Termination Fee"). Notwithstanding the above, in the event the Ordering Document is cancelled prior to the Effective Date or other Service Commencement Date, the Termination Fee shall be an amount equal to the recurring Fees for a period of three (3) months plus any additional Fees related to Infinitely Virtual's activation of Services. Customer agrees to pay all amounts owing pursuant to this Section on or before the termination date. If requested by Customer within thirty (30) days from termination date, Infinitely Virtual will make available to Customer a file of the Customer Data in its possession, if any. Rights and obligations which by their nature continue after the termination or expiration of this Agreement shall survive and continue after the termination or expiration of this Agreement, and shall bind the Parties, their successors, heirs and permitted assigns.

7. Fees and Payment

7.1 Fees. Customer shall pay Infinitely Virtual any Fees in the amount set forth in the applicable Schedule or Ordering Document. Such Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales, and property taxes and duties.

7.2 Taxes. All fees, charges and other amounts payable to Infinitely Virtual under the Agreement do not include any sales, use, excise, value added, income or other applicable federal, state, local and foreign taxes, tariffs or duties, payment of which shall be Customer's sole responsibility, excluding applicable taxes based on Infinitely Virtual's net income or taxes arising from the employment or independent contractor relationship between Infinitely Virtual and its personnel ("Taxes").

7.3 Usage-Based Billing. Usage-Based Billed Services will be billed based on amount of consumption by Customer and in intervals set forth in an applicable Service Schedule or Ordering Document. Each unit of a Usage-Based Billed Service consumed by Customer will be rounded up to the next whole unit. A base rate and overage rate for the Services may be established by Infinitely Virtual and communicated to Customer in an applicable Service Schedule or Ordering Document. Customer will be responsible for the tracking and controlling of its usage of the Usage-Based Billed Services, and Infinitely Virtual will have no responsibility to notify Customer pertaining to any usage.

7.4 Fixed Rate Billing. Fixed Rate Billed Services will be billed based on costs established by Infinitely Virtual and communicated to Customer in an applicable Service Schedule or Ordering Document.

7.5 Payment Method. Unless otherwise Specified in the Agreement or an Ordering Document, Customer will pay all Fees using a payment method that is maintained on file with Infinitely Virtual, such as, but not limited to, credit card, ACH electronic funds transfer, wire transfer, or any such other method as approved by Infinitely Virtual. Customer will be responsible for all fees, including processing fees, associated with making payment via wire transfer to Infinitely Virtual. Subject to applicable law, Infinitely Virtual may, in its sole discretion, impose a processing fee of up to 3% on payments that are made by credit card, or prohibit the Customer from using a credit card to make payments. Customer hereby authorizes Infinitely Virtual to automatically charge Customer's payment method on file on or before the applicable due date of any invoice.

7.6 Time of Payment. Unless otherwise set forth in an Ordering Document, Customer shall pay Infinitely Virtual in full for all Fees in advance, whether Customer has ordered Services on a month to month basis or on a long term contract via an Ordering Document. Fees are due on each billing date. Billing dates are set on the date of Customer's initial order for Services, and each renewal date of the Order Term for the Services, as applicable.

7.6.1 Failure to Pay – Online Registration Customers. If Customer has ordered Services on a month to month or annual basis via our internet website, and fails to pay any Fees within five (5) days of any applicable billing date, Infinitely Virtual (a) may immediately suspend Customer's access to and use of the Services, Software, and/or Site (including but not limited to suspending physical access to cages, facilities or equipment and/or seizure of equipment) and require any past due Fees to be paid in full prior to restoring access to and use of the Services, Software, and/or Site; (b) shall be entitled to charge interest on the amount unpaid from the due date up to the actual date of payment (both before and after judgment) at one and one-half percent (1.5%) per month or the maximum interest rate permitted by law, whichever is lower; (c) may require Customer to pay and maintain a deposit with Infinitely Virtual; and (d) shall be entitled to recover any costs of collection, including reasonable attorneys' fees. Disputes with regard to Fees must be identified in writing prior to the date the applicable Fees are due.

7.6.2 Failure to Pay – Ordering Document Customers. If Customer has ordered Services via an Ordering Document, and fails to pay any Fees within thirty (30) days of any applicable billing date, Infinitely Virtual (a) may immediately suspend Customer's access to and use of the Services, Software, and/or Site (including but not limited to suspending physical access to cages, facilities or equipment and/or seizure of equipment) and require any past due Fees, plus one additional month of Fees, to be paid in full prior to restoring access to and use of the Services, Software, and/or Site; (b) shall be entitled to charge interest on the amount unpaid from the due date up to the actual date of payment (both before and after judgment) at one and one-half percent (1.5%) per month or the maximum interest rate permitted by law, whichever is lower; (c) may require Customer to pay and maintain a deposit with Infinitely Virtual; and (d) shall be entitled to recover any costs of collection, including reasonable attorneys' fees. Disputes with regard to Fees must be identified in writing prior to the date the applicable Fees are due.

7.7 Service Commencement Date. Billing for Services commences on the date Infinitely Virtual delivers the Services or as otherwise agreed by the Parties pursuant to an Order (“Service Commencement Date”). All Services are deemed accepted upon delivery. For the avoidance of doubt, Services shall be deemed delivered upon Infinitely Virtual’s provision of Services to Customer and any delay by the Customer in using or configuring the Services shall not extend the Service Commencement Date.

7.8 Changes to Fees. Upon the earlier of each anniversary of the Effective Date or the first day of a new calendar year following the Effective Date, not more than once per year, Infinitely Virtual shall be entitled to increase the Fees it charges Customer for Services in accordance with Infinitely Virtual’s standard billing procedures and then-current rates. Infinitely Virtual’s right to change or increase Fees shall not be limited to renewal terms. Services added to a Customer’s account consistent with these Standard Terms shall be subject to adjustment upon the same schedule as all other Services. For avoidance of doubt, this Section is intended to provide consistency across Customer’s account and to permit Infinitely Virtual the right to reasonably increase fees on an annual basis.

8. Representations and Warranties

8.1 Limited Warranties. Each Party represents and warrants that it has full authority to enter into and perform its obligations under the terms of this Agreement and the execution of this Agreement will not conflict with any contract, obligations, or order to which it is subject or bound. Each Party represents and warrants that it will comply with all applicable federal, state, and local laws, rules, and regulations in connection with its performance and obligations under this Agreement.

8.2 Third-Party Products and Services. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that Infinitely Virtual makes no representation or warranty, express or implied, as to any third-party hardware, software, products or services included with the Services. Infinitely Virtual assigns to Customer during the Term all assignable warranties and indemnities granted to Infinitely Virtual by such third parties to the extent applicable to Customer’s receipt or use of the Services during the Term. To the extent Infinitely Virtual is not permitted to assign any such third-party warranties and indemnities, Infinitely Virtual will use commercially reasonable efforts to enforce such protections on Customer’s behalf to the extent it is permitted to do so under the third-party agreements and applicable law.

8.3 Additional Warranties. Further representations and warranties may be specified in each Service Schedule or an Ordering Document, as appropriate.

9. Disclaimers, Limitations of Liability, and Indemnification

9.1 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF INFINITELY VIRTUAL TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED IN THE AGGREGATE THE FEES PAID BY CUSTOMER TO INFINITELY VIRTUAL FOR THE SERVICES IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRIOR TO THE MONTH IN WHICH THE CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ANY SERVICE SCHEDULE, OR ANY OTHER APPLICABLE TERMS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL

DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, OR DIMINUTION IN GOODWILL, OF THE OTHER PARTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Disclaimer. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT OR IN AN APPLICABLE SCHEDULE, EACH PARTY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS THE SERVICES ARE BEING PROVIDED OVER THE INTERNET AND ARE SUBJECT TO DELAYS AND OTHER CONDITIONS INHERENT IN THE INTERNET, INFINITELY VIRTUAL DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE, OR (B) THE SERVICES WILL BE FREE OF ALL VIRUSES OR OTHER HARMFUL COMPONENTS.

9.3 General Indemnification. Customer shall indemnify, defend, and hold Infinitely Virtual harmless and pay resulting costs (including damages and reasonable attorneys' fees finally awarded), from and against any liability, loss, expense, or claim asserted by third parties (collectively, the "Claims" and individually each a "Claim") for the gross negligence or willful misconduct of Customer.

9.4 Infringement Indemnification. Customer will defend, indemnify, hold Infinitely Virtual harmless, and pay resulting costs (including damages and reasonable attorneys' fees finally awarded) from a Claim that the Customer Data or Customer Intellectual Property infringes a third party's United States patents, or copyright rights enforceable in a country signatory to the Berne Convention.

10. Intellectual Property Rights; Data Ownership; Feedback

10.1 Services. Customer acknowledges and agrees that, as between the Parties, all Intellectual Property Rights in and to the Infinitely Virtual Confidential Information, Infinitely Virtual Tools, Services, Software, and Documentation are (a) owned exclusively by Infinitely Virtual, its Affiliates or Third-Party Providers, and (b) hereby reserved to Infinitely Virtual unless specifically granted in these Standard Terms or a relevant Schedule. Customer will not remove or conceal any proprietary rights notice in the Services and will include such notices on any copy it is permitted to make.

10.2 Customer Materials. Infinitely Virtual acknowledges and agrees that, as between the Parties, all Intellectual Property Rights in the Customer Confidential Information and Customer Data are owned by Customer or Customer Affiliates.

10.3 Use of Name. Subject to Customer's prior approval, Customer hereby grants to Infinitely Virtual a nonexclusive, worldwide, royalty-free, fully paid-up license during the term to use Customer's trademarks, marks, logos or trade names in connection with Infinitely Virtual's provision of Services to Customer and to be listed as a Infinitely Virtual customer on the Site and in other marketing or promotional materials.

10.4 Feedback. If Customer provides suggestions, feedback or other input to Infinitely Virtual concerning the functionality and performance of the Services, including identifying potential errors and improvements ("Feedback"), then, subject to the terms and conditions of this Agreement, Customer hereby grants Infinitely Virtual and its affiliates a limited, worldwide, non-exclusive, royalty-free, fully paid-up right and license to all Feedback and all Intellectual Property Rights therein (except patent rights and trademark and branding rights) to use, perform, display, reproduce, create derivative works, make, have made, use, sell (directly or indirectly), offer for sale or disposition, import, dispose and otherwise

exploit such Feedback for any purpose. The foregoing license shall be fully transferable and sublicenseable. Feedback is provided without warranty of any kind. No compensation will be paid with respect to the use of Feedback.

11. Annual Reports. Upon Customer's written request, not more than annually, if applicable Infinitely Virtual will provide Customer with a copy of the report on controls within Infinitely Virtual's organization and systems established by an authorized or recognized standard setting agency.

12. Miscellaneous

12.1 Notices. All notices, requests, authorizations, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered personally, with written confirmation of receipt; (b) delivered, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses set forth in the first paragraph of this Agreement, or to such other addresses as a Party may designate by notice to the other Party. Notwithstanding the foregoing, any requests made pursuant to section 1.3(a) may be made via email or via Infinitely Virtual's web portal.

12.2 Governing Law and Venue. This Agreement will be governed in all respects by the laws of the State of California, without regard to conflict of law provisions. Both Parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in the State of California, County of Los Angeles. Both Parties agree to submit to the personal jurisdiction of the courts located within the State of California, County of Los Angeles, for the purpose of litigating all such claims or disputes.

12.3 Assignment. Neither Party may assign this Agreement without the express written consent of the other Party, and any such assignment shall be void, invalid and shall have no legal effect; provided, however, that Infinitely Virtual may assign this Agreement to a party that succeeds to all or a portion of all of its assets or business (whether by sale, merger, operation of law or otherwise). This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and permitted assigns.

12.4 No Agency. The relationship between the Parties created by this Agreement is that of independent contractors, and not joint-venturers, agents, or employees. Except as expressly provided herein, the relationship established between the Parties by this Agreement shall be non-exclusive.

12.5 Severability. If any provision of this Agreement, or the application of any such provision to any person, entity, or circumstance shall be declared judicially to be invalid, unenforceable, or void, such decision shall not have the effect of invalidating, rendering unenforceable or voiding any portion of the remainder of this Agreement, it being the intent and agreement of the Parties hereto that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable, while preserving its intent or if such modification is not possible by substituting therefore another provision that is valid, legal, and enforceable and that achieves the same objective.

12.6 Waiver; Remedies. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be

valid shall be in writing and signed by the Party waiving a right or provision of this Agreement, but need not be supported by consideration. A valid waiver of any provision of this Agreement with respect to a particular situation or event shall not constitute a waiver of such provision with respect to other situations, events, or agreements. Except where expressly stated as an exclusive remedy, in addition to the remedies expressly available under this Agreement, the Parties shall have any and all additional remedies available to them, whether at law or in equity, and all remedies shall be cumulative. No action under this Agreement may be brought by either Party more than two (2) years after the cause of such action becomes known to such Party.

12.7 Force Majeure. Except for payment of fees, neither Party will be liable for any loss, damage or delay resulting from any event beyond such Party's reasonable control or other events of force majeure (other than an event or circumstance that results in Customer not having sufficient funds to comply with an obligation to pay Fees), and delivery and performance dates will be extended to the extent of any such delays. "Force majeure" includes, without limitation, acts of God, strike, lockout or other industrial disturbance, acts of war, blockade, public riot, civil disturbance or unrest, lightning, fire, storm, flood, hurricane, earthquake, tsunami, tornado, explosion, governmental restraint or unavailability of equipment. Each Party will promptly notify the other upon becoming aware that such event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. If such event continues for more than thirty (30) days, either Party may terminate this Agreement.

12.8 GDPR. Infinitely Virtual may process personal data as part of the Services, to which certain data protection or privacy laws may apply, including the European Union's General Data Protection Regulation ("GDPR"). If GDPR applies, Infinitely Virtual and Customer will enter into a data processing addendum as an attachment to this Agreement. Customer shall inform Infinitely Virtual in writing if it: (a) intends to use or access the Services relating to activities establishing Customer as a "controller" or "processor" in the European Union pursuant to Article 3 of GDPR; or (b) believes that GDPR or other data protection or privacy law apply.

12.9 Export Restrictions. Each Party shall comply with all applicable export control Laws and regulations with respect to this Agreement. Each Party further provides its written assurance not to transfer, by electronic transmission or otherwise, any information, software, or materials that are governed by or regulated under such Laws to a person or a destination prohibited or restricted under such Laws without first obtaining any required governmental documents, approvals and/or authorization and taking any other actions required to comply with export control Laws.

12.10 Insurance. Each Party agrees to keep in full force and effect during the term of any Services covered by this Schedule the following insurance coverages: (a) Comprehensive general liability insurance in an amount not less than \$2 million general aggregate and \$1 million per occurrence for bodily injury and property damage; (b) Property damage insurance covering the Party's personal and real property, as applicable; and (c) Workers' compensation insurance in an amount not less than that required by applicable law. Customer's insurance shall be primary over Infinitely Virtual's.

12.11 No Third-Party Beneficiaries. No person or entity, other than the Parties, shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Agreement.

12.12 Amendment. Any amendment to this Agreement will only be effective if mutually agreed in writing and executed by the authorized representatives of both Parties.

12.13 English Language. The Parties hereto hereby state their express wish that this Agreement and all documentation contemplated hereby or pertaining hereto or executed in connection herewith be drawn in the English language.

12.14 Interpretation; Conflicting Terms. Neither Party shall be considered the sole drafter of the Agreement so as to give rise to any presumption or convention regarding construction of the Agreement. Conflicts between documents shall be resolved as specified in Section 1.4 of the MSA.

12.15 Survival. The terms in Sections 3 – 11, 12.2, and 12.7 will survive termination or expiration of this Agreement.

12.16 Entire Agreement. These Standard Terms, including the MSA, any Services Schedules, any Additional Third-Party Terms that are included in the Service Schedules and the Policies contain the entire understanding of the Parties hereto with respect to the subject matter hereof and thereof. There are no agreements, understandings, arrangements, promises, covenants, or undertakings (oral or written) other than those expressly set forth herein and therein. This Agreement executed by the Parties supersede and replace in their entirety any and all other prior and contemporaneous agreements, arrangements, promises, covenants, or undertakings, whether oral, written, or implied, if any, between the Parties hereto with respect to the subject matter hereof or thereof.

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CLOUD AND MANAGED SERVICES SCHEDULE

This Cloud and Managed Services Schedule is attached and subject to the terms and conditions of the Master Services Agreement by and between Infinitely Virtual and Customer (sometimes referred to herein as the “MSA”) and governs Customer’s access to and use of the Software, Managed Services, and Online Services. All capitalized terms not defined in this Cloud and Managed Services Schedule shall have meanings given in the Master Services Agreement.

1. LICENSE TERMS

1.1 Online Services. For purposes of this Schedule and the MSA, the term “Online Services” shall include, but not necessarily be limited to the products listed in Section 1.1.1 through 1.1.4, as well as online hosting, any hosted or remotely provided Equipment or Software, and any other remotely provided hosted service of Infinitely Virtual. “Software” shall have the meaning ascribed in the Standard Terms. “Equipment” means any computer or networking equipment, including but not limited to servers, routers, storage devices, or other electronic devices provided or utilized by Infinitely Virtual to provide the Online Services.

1.1.1 Bare Metal Cloud. For Customers purchasing the Bare Metal Cloud service (“Bare Metal Cloud”), Infinitely Virtual will make available API enabled dedicated servers for Customer configuration and deployment. Infinitely Virtual will monitor the hardware and support all hardware available for bare metal services. Customers may choose to provide their own operating system image and will be responsible for maintaining compliance with the software vendor directly.

1.1.2 Dedicated Private Cloud. For Customers purchasing a Dedicated Private Cloud service (“Dedicated Private Cloud”), Infinitely Virtual will design, install, configure, monitor, troubleshoot and maintain a scalable dedicated compute, networking, shared storage environment with virtualization software to enable the Customer to install and manage virtual machines and applications on supported operating systems provided by Infinitely Virtual engineers. Customers may choose to provide their own operating system license and will be responsible for maintaining compliance with the software vendor directly. Infinitely Virtual can provide the Customers' designated users with self-service access to VMware, vCenter or Microsoft System Center Virtual Machine Manager or Infinitely Virtual will manage the Dedicated Private Cloud on behalf of the Customer, as further specified in the relevant Ordering Document.

1.1.3 Virtual Private Cloud. For Customers purchasing a Virtual Private Cloud service (“Virtual Private Cloud”), Infinitely Virtual will design, install, configure, monitor, troubleshoot and maintain a scalable multi-tenant compute, storage, networking and software to enable the customer to install and manage virtual machines and applications on supported operating systems provided by Infinitely Virtual engineers. Customers may choose to provide their own operating system image and will be responsible for maintaining compliance with the software vendor directly. Infinitely Virtual will provide the Customers' designated users with self-service access to vCloud Director, or Infinitely Virtual will manage the Virtual Private Cloud on behalf of the Customer, as further specified in the relevant Ordering Document.

1.1.4 Managed Third-Party Cloud. For Customers purchasing a Managed Third-Party Cloud service (“Managed Third-Party Cloud”), certified Infinitely Virtual engineers will design, configure and manage select AWS and Azure services. Infinitely Virtual will manage AWS and Azure account and provide billing aggregation for designated third party cloud services. Customer will manage AWS and Azure services not supported by Infinitely Virtual.

1.2 Managed Services. For purposes of this Schedule, the term “Managed Services” shall include, but are not limited to, monitoring, patch management, multi-site backup services, managed firewalls, managed load balancers, managed storage including DAS, NAS, SAN and Object Based Storage, data protection and backup services. Infinitely Virtual is responsible for the installation, configuration and ongoing operational service and support for all managed services. Managed Services may be added to a Customer account through the execution of an Ordering Document specifying the nature and scope of the Managed Services to be provided.

1.3 Access and Rights of Use. Subject to the terms and conditions of the MSA, Infinitely Virtual grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable license for Customer and its Authorized Users to access and use the Online Services solely for Customer’s internal business proposes during the Term. Customer shall not allow any third party to use or access the Online Services or Equipment without Infinitely Virtual’s prior written consent.

1.4 Documentation. Subject to the terms and conditions of the MSA, Infinitely Virtual grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right and license to use and make copies of any Infinitely Virtual Documentation for internal use, archival purposes, and for training and educating Customer’s Authorized Users, provided that all proprietary notices of Infinitely Virtual and its licensors, if any, are reproduced. Customer’s rights (if any) to use and copy any third-party Documentation will be specified in the applicable Service Schedule.

1.5 Ownership. The Online Services and any Software are licensed and not sold to Customer. Customer shall not acquire any rights whatsoever in the Online Services, Software or Site aside from the limited licenses granted under this Agreement and Customer expressly disclaims any other rights. All rights not specifically granted herein are reserved by Infinitely Virtual and its licensors. Nothing herein shall prevent Infinitely Virtual or its licensors, if any, from promoting, providing, licensing or sublicensing the Online Services or providing any services to other parties.

1.6 Additional Third-Party Terms. Customer acknowledges and agrees that Customer’s use of the Services and Equipment may be subject to Additional Third-Party Terms as follows:

1.6.1 If the Online Services or Software include proprietary third-party software, such software may be subject to additional or different license terms that are incorporated into Cloud and Managed Services Schedule by reference, or may require Customer to agree to the terms of a separate end user license agreement with the publisher of such third-party software. Any such license terms or end user license agreements shall be incorporated or referenced in the relevant Service Schedule. Customer shall be responsible for any costs and fees, including increases thereto, as a result of any Additional Third-Party Terms.

1.6.2 If the Online Services or Software include software that is redistributed by Infinitely Virtual under free or open source (“FOSS”) license terms, the applicable FOSS terms which govern Customer’s rights to use the specific items of FOSS software shall be incorporated or referenced in the applicable Service Schedule.

2. OBLIGATIONS OF THE PARTIES

2.1. Service Delivery. Customer understands and agrees that the Software and Online Services specified in Section 1.1 shall be provided by Infinitely Virtual and/or its licensors according to the applicable Service Schedule or Ordering Document. Customer understands and agrees that the Online Services may be hosted by Infinitely Virtual’s trusted third party hosting service provider(s) and made accessible by Infinitely Virtual to Customer via Internet connections outside of Infinitely Virtual’s control.

2.2. Security and Data Protection. Infinitely Virtual has established and shall use commercially reasonable adequate security programs and procedures relating to the Online Services and Customer Data. Each of Customer and Infinitely Virtual agrees to use its reasonable efforts to prevent unauthorized persons from having access to the Online Services or Site, or any equipment providing the Online Services. Each Party agrees to notify the other Party promptly upon becoming aware of any unauthorized access or use of the Online Services, Site, or Customer Data, by any third party. Except where Customer purchases Managed Services that cover any of the following, Customer shall be responsible for protection of its data against loss, damage or destruction, including, but not limited to, daily back-ups, anti-virus protection and data security measures. Customer shall backup individual computers before any Services are rendered in order to protect against any loss, damage or destruction of data. Except for the provision of Managed Services by Infinitely Virtual to Customer, Infinitely Virtual will have no responsibility or liability for lost, damaged or destroyed data, except in the event of Infinitely Virtual's gross negligence or willful misconduct, in which case Customer's sole and exclusive remedy shall be to require Infinitely Virtual to reload the lost, damage or destroyed data from the backup tapes provided by Customer. Notwithstanding the foregoing, each Party shall have generally accepted industry standard internet security software or tools installed on its infrastructure. Such internet security software shall be up to date within one patch or release. Customer will take reasonable precautions to ensure that (a) no Personal Data is unintentionally transmitted or delivered to Infinitely Virtual, and (b) to the extent any delivery or transmission of Personal Data is required in connection with Services by Infinitely Virtual, all such Personal Data is encrypted (in accordance with generally accepted industry best practice) prior to delivery or transmission to Infinitely Virtual. Customer hereby agrees to indemnify and hold harmless Infinitely Virtual and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from and against any and all damages, losses, liabilities, settlements and expenses (including, without limitation, reasonable costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of this Section by Customer.

2.3. Access, Availability, and Changes to the Online Services. Infinitely Virtual shall use commercially reasonable efforts to make the core functions and features of the Online Services and Software available to Customer in accordance with the Service Level Agreement attached hereto as Exhibit A.

2.4. Upgrades. Infinitely Virtual may develop and deploy various improvements and/or enhancements ("Upgrades") to the Online Services and Software, which may, in some instances, carry new or additional Fees. During the Term, Infinitely Virtual will make such Upgrades available to Customer. Customer may, but shall be under no obligation to, purchase Upgrades in Customer's discretion.

2.5. Installation. Customer will promptly install any Update provided by Infinitely Virtual, and, at Customer's option, any Upgrade that Infinitely Virtual makes available to Customer, provided however, Customer may elect to defer installation of major Upgrades until Customer has had sufficient time to test the Update or Upgrade and provide adequate training to its personnel.

3. CUSTOMER DATA

3.1 Customer Data. Customer is responsible for the accuracy and content of all Customer Data. Customer is also responsible for securing and maintaining all rights in Customer Data to allow Infinitely Virtual to provide the Online Services and Software to Customer without violating any third party's rights, including any Intellectual Property rights.

3.2 De-Identified Data Use. Infinitely Virtual and its licensors may use certain content and transaction information to create information that is de-identified, such that it cannot be identified to the Customer, and which is sometime referred to as "big data" (hereinafter "Content"). Content may be used and

disclosed consistent with applicable law. Customer grants to Infinitely Virtual and its licensors a non-exclusive right and license to use Content including the right of aggregation with data received from other customers, suppliers and users of Infinitely Virtual services for the general provision of data aggregation and comparison services, statistical analysis, the creation and maintenance of comparative databases, product support and development, system analytics, and benchmarking analysis, so long as Infinitely Virtual does not identify Customer or any individual person associated with Customer and the data remains in an aggregated form. To the extent that the Content has been de-identified, and notwithstanding anything set forth herein to the contrary in this Agreement, Infinitely Virtual may retain such Content, provided that such Content shall be used or disclosed solely for such purposes provided in this Section.

4. CUSTOMER'S RESPONSIBILITY FOR USE

4.1 Primary Obligations. Unless otherwise specified in an Ordering Document, Customer shall have the sole responsibility for acquiring, installing and maintaining its own technology environment and equipment necessary to properly access, operate and utilize the Online Services and Software, including, without limitation: servers, internet access, LANs and WANs; for any communications or other costs incurred in operating, accessing and using the Online Services and Software; and for any other expenses relating to the foregoing. Customer shall be responsible for selecting and training adequate personnel with the requisite experience necessary to operate Customer's systems and use the Online Services and Software. Customer shall establish adequate operational back-up systems and procedures to ensure recovery and continuity of its systems and operations in the event of a failure. Customer shall be solely responsible for the security and confidentiality of any usernames or passwords granted to Customer or its Authorized Users to access the Online Services and Software, and shall limit disclosure of such usernames and passwords to its Authorized Users. Customer shall be solely responsible for any authorized or unauthorized access to the Online Services or Software using such usernames and passwords, and any actions taken thereunder. Customer shall limit use of access to the Online Services and Software solely to those of its Authorized Users whose duties require such use and access and shall undertake best efforts to ensure that Infinitely Virtual's Confidential Information and Infinitely Virtual Intellectual Property are kept secure. Customer shall use its best efforts to ensure that all Authorized Users afforded access to the Services and any other information and materials produced or disclosed in connection therewith protect the same against unauthorized use, dissemination or disclosure. Customer shall have the sole responsibility for maintaining the privacy and security of all Customer Data. Customer agrees to cooperate with Infinitely Virtual as necessary to allow Infinitely Virtual to provide the Online Services and perform its obligations pursuant to this Agreement, and to provide, in a timely manner, such information, including the Customer Data, that is complete and accurate in all respects, as Infinitely Virtual may require in order to provide the Online Services and Software to Customer.

5. LIMITED WARRANTIES

5.1 Representations of Infinitely Virtual. Limited Warranty. Infinitely Virtual warrants that the Online Services (A) will in all material respects conform to, and the Software will function in substantial conformity with, the applicable Documentation provided by Infinitely Virtual to Customer; (B) shall operate in material conformity with the SLA in Exhibit A; and (C) the Online Services and Documentation as provided by Infinitely Virtual, do not infringe upon any United States copyright, patent, trademark, or trade secret; and the Online Services will meet the terms of the SLA (if applicable) during the Term (the "Services Warranty"). Customer's sole and exclusive warranty for any breach of Section 5.1(C) of this Schedule shall be the indemnification provided by Infinitely Virtual as specified in the Infringement Indemnification Section of the Standard Terms.

5.2 Pass-Through Warranties. To the extent Infinitely Virtual is contractually permitted to do so, Infinitely Virtual shall pass-through to Customer any warranties and other obligations of the original manufacturer or vendor of third party materials, accessories, supplies, parts, services and products or any software licensed by a third party, including the right to indemnification from claims related to those products or services.

5.3 Warranty Remedies. In the event of any failure by Infinitely Virtual to meet the Services Warranty described in Section 5.1 above, Infinitely Virtual shall, at its option (A) re-perform the Services without additional charge to Customer or (B) refund to Customer the amount paid for such Services or defective parts or materials; provided in either case, Infinitely Virtual is notified in writing via e-mail or otherwise within fifteen (15) days from the date such Services are performed. EXCEPT AS OTHERWISE PROVIDED IN THE SLA, THE FOREGOING SETS FORTH THE EXCLUSIVE REMEDIES AGAINST INFINITELY VIRTUAL FOR ANY CLAIM RELATED TO BREACH OF THE WARRANTIES PROVIDED IN THE AGREEMENT OR THIS SCHEDULE. Remedies specified in the SLA shall constitute Customer's primary and exclusive remedy for any failure by Infinitely Virtual to provide the Online Services or Software in compliance with the SLA.

5.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ONLINE SERVICES, MANAGED SERVICES, AND SOFTWARE PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INFINITELY VIRTUAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. INFINITELY VIRTUAL MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY REGARDING ANY RELATIONAL DATABASE SERVICE OR SERVERS, OR ANY THIRD-PARTY HARDWARE, EQUIPMENT OR SERVICE WITH WHICH ONLINE SERVICES MAY BE REQUIRED TO COMMUNICATE OR OPERATE, AND DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SUITABLE FOR CUSTOMER'S INTENDED USE, OR FREE OF MALICIOUS ELEMENTS OR THAT RESULTS WILL BE TIMELY, ACCURATE, OR COMPLETE. THE ONLINE SERVICES AND SOFTWARE ARE NOT A BACKUP SERVICE FOR STORING CONTENT OR OTHER DATA, AND INFINITELY VIRTUAL SHALL HAVE NO LIABILITY REGARDING ANY LOSS OF DATA, EXCEPT WHERE MANAGED SERVICES COVERING THESE CLAIMS IS PURCHASED BY CUSTOMER.

6. ADDITIONAL TERMS

6.1 Additional Terms. Solely to the extent applicable to the Services actually purchased by Customer in an Ordering Document, the Additional Terms incorporated in Exhibit B (the "Additional Terms") are incorporated in this Schedule and made a part hereof.

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MANAGED IT SCHEDULE

This Agreement is entered into by any party which retains Infinitely Virtual for any of the services described below, herein referred to as “Client”, and Infinitely Virtual, hereinafter referred to as “Service Provider”. The Client and Service Provider are sometimes referred to herein together as the “Parties.” The Parties agree as follows:

1. Term of Agreement

This Managed IT Agreement (“Agreement”) is for term as described in the Ordering Document as defined in the MSA between the Parties.

2. Fees Description of Services Provided

Fees will be calculated pursuant to the Ordering Documents and MSA between the Parties.

2.1 Tier I. Should the Client retain Service Provider for Remote Monitoring Services, the following shall apply:

Managed Services Provided Description	Frequency
Patch Management	Monthly
Managed Anti-Malware/Anti-Virus	Ongoing
Proactive Maintenance	Ongoing
Automated Remediation	Ongoing
Health Monitoring	Ongoing
On-Demand and Scheduled Tasks	Ongoing
Proactive Remote Access Remediation and Diagnostics	Ongoing
Background Service and Software Control	Ongoing
Software Inventory	Ongoing
Monthly Health Reports	Monthly

2.2 Tier II. Should the Client re retain Service Provider for Helpdesk Services, the following shall apply:

Help Desk Services Provided Description	Frequency
Unlimited remote helpdesk covering all named devices, systems and software	As needed
Computer Skills training sessions for employees to help resolve recurring problems	As needed
Solutions Recommendations	
Best Practices Consulting	As needed
Asset Management Plan	As needed
Management of Vendors for all named devices, software and systems.	As needed

2.3 Tier III. Should the Client retain Service Provider for Onsite Services, the following shall apply:

Onsite Services Provided Description	Frequency
Onsite Support for problems that cannot be resolved remotely	As needed
New User and Workstation Setup (if number of devices increase the monthly fee may increase)	As needed

3. Coverage

Remote Helpdesk of Client’s IT networks will be provided to the Client by Service Provider remotely between the hours of 8:00 am – 8:00 pm Eastern Standard Time, Monday through Friday, excluding the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Remote Network Monitoring Services will be provided twenty-four (24) hours per day all year round.

3.1 Support. Service Provider will respond to Client’s Service Requests in accordance with the above, and will use its best efforts to respond within a reasonable time after hours and on holidays. Service Requests must be made by sending a request to support@infinitelyvirtual.com; by placing a phone call to (760) 585-4090; or submitting a support request via the support portal at www.infinitelyvirtual.com.

Service Request Methods may change from time to time, when they do client will be notified in writing of the change. Failure to use current Service Request Methods as defined either herein or by written notice at a later date may cause delayed service response and resolution times. Any subsequent delays in service response and resolution time due to failure to use current Service Request Methods shall not constitute a material breach of this Agreement. Each request will be assigned a Service Request number for tracking.

3.2 Service Not Included in Ordering Documents. Services not included in the Client’s Ordering Documents requested by Client shall be subject to the following:

Services Not Included in Ordering Documents	Rate	Minimum Charge
Remote and Onsite Services 8:00am – 8:00pm EST, Monday through Friday, excluding holidays	\$150/hr	1 hr
Remote and Onsite Service all other times	\$200/hr	1hr

3.3 Service Calls Where No Trouble is found. If Client requests onsite or remote service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated above.

3.4 Response and Resolution Times. The following table shows the response and resolution times for each priority level for service included under the terms of the Ordering Documents and MSA. Billable time and projects outside the scope of this Agreement do not have guaranteed response or resolution times:

Trouble	Priority	Response Time	Resolution Time
Service not available (all users and functions unavailable)	1	Within 1 hr	ASAP – Best Effort
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hrs	ASAP – Best Effort
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Within 24 hrs	ASAP – Best Effort

Small service degradation (business process can continue, one user affected)	4	Within 48 hrs	ASAP – Best Effort
Requests Outside of Working Hours	5	Best Effort	Best Effort

3.5 Limitation of Liability. Service Provider shall perform all services using the same level of care that is expected in the industry. However, in no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, loss of productivity, or other costs and damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF INFINITELY VIRTUAL TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED IN THE AGGREGATE THE FEES PAID BY CUSTOMER TO INFINITELY VIRTUAL FOR THE SERVICES IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRIOR TO THE MONTH IN WHICH THE CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OR ANY OTHER APPLICABLE TERMS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, OR DIMINUTION IN GOODWILL, OF THE OTHER PARTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Additional Maintenance Services

4.1 No Hardware Support, System Support. Service Provider shall not provide support for Client’s hardware. Service Provider will provide support for all systems specified in the Ordering Documents. Client warrants that all software is genuine, currently licensed, and vendor supported. Should any hardware, software, and/or system fail to meet the foregoing provisions, such hardware, software, and/or system shall be excluded from further service unless Client remedies the issue. Client agrees to pay any third party vendor support charges required to resolve any issues. Service Provider shall not provide any custom software for Client’s business. Client agrees that it shall use hardware that is less than five (5) years old at all times, and Service Provider may, at its discretion, refuse Services on any hardware that it deems obsolete or otherwise unworkable.

4.3 Virus Recovery for Current, Licensed Antivirus protected systems. Service Provider shall use its best efforts to recover from a virus infection not detected and quarantined by the latest antivirus definitions, provided that those systems are protected with a currently licensed, vendor-supported, server-based, Antivirus solution. If the rectification of the condition is covered under the terms of this Agreement the Client will not be charged additional fees; if the rectification of the condition is not covered under the terms of this Agreement the Client will be charged additional fees under the provisions stated above.

4.4 Monitoring Services. Service Provider will provide ongoing monitoring services for devices as indicated under the provisions of the Ordering Documents. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through whatever means available. If the rectification of the condition is covered under the terms of this Agreement the Client will not be charged additional fees; if the rectification of the condition is not covered under the terms of this Agreement the Client will be charged additional fees under the provisions stated above.

5. Suitability of Existing Environment

5.1 Minimum Standards Required for Services. In order for Client's existing environment to qualify for Service Provider's Services, the following requirements must be met and Service Provider will notify Client of any deficiencies in this environment within ten (10) business days of discovering the deficiencies:

- i. All server and desktop software must be genuine, licensed, up-to-date and vendor-supported.
- ii. All servers, desktops, notebooks/laptops, and email must be protected by a currently licensed, up-to-date and Vendor Supported Server-based Antivirus Solution.
- iii. All wireless data must be securely encrypted.
- iv. All servers, desktops, and notebooks/laptops must always be accessible via a high speed internet connection with sustainable upload and download speeds exceeding 256 kilobits per second.
- v. Service Provider shall have the right to immediately cancel all services herein upon the determination by Service Provider that Client has engaged in any activity prohibited by state or federal law.
- vi. All of Clients' hardware must not be obsolete, which shall be decided at the discretion of Service Provider.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

6. Excluded Services

Service rendered under this Agreement does not include:

- i. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- ii. The cost of any parts, equipment, or shipping charges of any kind.
- iii. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- iv. The cost of any 3rdParty Vendor or Manufacturer Support or Incident Fees of any kind.
- v. The cost to bring Client's environment up to our minimum standards required for Services.
- vi. Failure due to acts of God; acts or omissions of Client; water damage; fires; strikes; insurrections; riots; embargoes; delays in transportation; acts of terrorism; acts of nature and animals; inability to obtain supplies; or requirements or regulations of the United States government or any other civil or military authority, infrastructure modifications, power failures, or other adverse environmental conditions.
- vii. Service and repair made necessary by the alteration or modification of hardware, software and/or systems other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- viii. Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in the Ordering Documents.

ix. Programming (modification of software code) and program (software) maintenance unless as specified in the Ordering Documents.

7. Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary for or consistent with providing the contracted services, and will use its best efforts to protect against unauthorized use.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of California and venue for any lawsuit regarding the terms of this Agreement shall be in the County of Los Angeles. It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement and the exhibits and appendices attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties. No waiver of any term, provision or condition of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or a waiver of a subsequent breach or default of any such term, provision or condition of this Agreement.

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

9. Acceptance of Agreement

This Agreement covers only those services and devices listed in the Ordering Documents or MSA. Any additional software or systems added after the execution of the Ordering Documents must comply with the provisions stated above. The addition of such equipment, software, or systems shall result in an adjustment of the Client's monthly charges which shall be agreed upon between Service Provider and the Client in writing.

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