CLOUDNOSYS MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into by and between Cloudnosys, Inc. with its primary office at 205 Market Place, Roswell, GA 30075 USA ("**Cloudnosys**") and [Subscriber Name], with its primary office at [Subscriber Address] ("**Subscriber**") as of the date of the last signature set forth below (the "**Effective Date**"). This Master Services Agreement together with any SOW or Schedule (as defined below) entered into thereunder are collectively referred to as the "**Agreement**." The parties agree as follows:

1.   SUBSCRIPTION SERVICES & SUPPORT

1.1   Subscription Services. Subject to the terms and conditions of this Agreement, Cloudnosys grants to Subscriber a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.2) right, without right of sublicense, during the applicable subscription term, which is set forth on the applicable order schedule ("**Schedule**"), to use the Subscription Services. Subscriber's right to use the Subscription Services is limited by and subject to applicable law, the Scope Limitations and the Licensing Requirements and Dependencies as stated in our privacy agreement https://cloudnosys.com/baseline (the "**Site**"). "**Scope Limitations**" means (i) the requirement that the Subscription Services may be used only for Subscriber's internal business purposes to manage Subscriber's security resources, and (ii) any other limitations on Subscriber's use of the Subscription Services specified in the applicable Schedule, such as a limitation on maximum usage limits managed by the Subscription Services. Cloudnosys reserves to itself all rights to the Subscription Services and Documentation not expressly granted to Subscriber in accordance with this Agreement. "**Subscription Services**" means the web-based security management offering identified in the applicable Schedule (including any underlying assets, such as a signature taxonomy, compliance management strategy, remediation playbooks and reporting or visualization layer), as such offerings may be modified, enhanced and/or updated from time to time by Cloudnosys, but which shall not include any proof of concept/proof of value or pre-general availability "beta" program offering.

1.2   Documentation. Cloudnosys grants to Subscriber a non-exclusive and non-transferable (except pursuant to Section 11.2) license, without right of sublicense, during the subscription term set forth on the applicable Schedule to reproduce, without modification, and internally use a reasonable number of copies of all Cloudnosys-provided user manuals and on-line help files relating to the Subscription Services (the "**Documentation**") solely in connection with use of the Subscription Services in accordance with this Agreement.

1.3   Service Levels; Business Continuity & Disaster Recovery; Customer Support. During the term of any subscription to the Subscription Services, Cloudnosys will adhere to its then-current Service Level Standards and Business Continuity and Disaster Recovery overview, each available at the Site, and will provide the support services for the Subscription Services detailed in its then-current customer support services policy available at the Site.

1.4   Use Restrictions & Cooperation. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Subscriber will not, and will not permit or authorize third parties to: (1) rent, lease, or otherwise permit third parties to use the Subscription Services or Documentation (2) decompile, disassemble or reverse engineer the Subscription Services, or the logic, process or underlying methodology of the Subscription Services or related trade secrets; or (3) provide access to the Subscription Services to any third party for purposes of assessing features, functionality, or performance of the Subscription Services. Subscriber will use reasonable efforts to prevent any unauthorized use of the Subscription Services and Documentation, and will promptly notify Cloudnosys in writing of any unauthorized use that comes to Subscriber's attention and provide all reasonable cooperation to prevent and terminate such use. Any personally identifiable information shared by a party will be protected in accordance with this Agreement and the receiving party's then-current privacy policy.

1.5   Data Security. Cloudnosys will comply with its then-current Security Framework available at the Site, which describes the safeguards for the Subscription Services designed to protect against the accidental or unauthorized access, use, alteration or disclosure of data properly loaded to the Subscription Services. Such efforts will be Cloudnosys's sole obligation with respect to the security and protection of Subscriber's data as it is processed or stored on a computer and/or computer network owned or controlled by Cloudnosys in connection with the Subscription Services.

2.   PROFESSIONAL SERVICES

2.1   Performance of Professional Services. The parties may enter into by mutual execution separate Statements of Work for the provision by Cloudnosys of Professional Services to Subscriber (a "**SOW**") for the provision by Cloudnosys of any configuration, deployment, guided services, consultation, education or training services provided by Cloudnosys ("**Professional Services**") to

Subscriber, or Professional Services may be provisioned via reference to service packages in a Schedule. Cloudnosys will provide the Professional Services as set forth in any SOW(s) or Schedule. The fees for such services will be as provided in the SOW or the applicable Schedule. Unless provided otherwise in the SOW or Schedule, fees stated for Professional Services do not include expenses. Subscriber will reimburse Cloudnosys for actual, reasonable travel-related expenses incurred by Cloudnosys while conducting business authorized by Subscriber, including, but not limited to, air and surface transportation, lodging, car rental, and meals. Such travel expenses will be invoiced on a monthly basis in arrears. Either party may propose changes in the Professional Services to be performed under a SOW or Schedule. Any such change in the Professional Services to be provided under any SOW or Schedule must be agreed to in writing by the parties.

2.2   Cloudnosys Personnel. Cloudnosys will (if requested by Subscriber at any time) furnish information concerning the qualifications of any individual who Cloudnosys intends to assign to perform any Professional Services. Subscriber may review such information in order to assess their qualifications. Cloudnosys will make commercially reasonable efforts to assign its personnel to the Professional Services in a manner that minimizes disruptions caused by discontinuity of service.

3.   PROPRIETARY RIGHTS

3.1   Subscriber Data. As between Cloudnosys and Subscriber, Subscriber retains ownership of all rights, title and interest in and to all Subscriber Data and Output (each as defined below), and nothing contained in this Agreement shall be construed to convey any intellectual property rights in or to the Subscriber Data or Output to Cloudnosys. Subscriber Data and Output are deemed the Confidential Information of Subscriber under this Agreement. Subscriber grants Cloudnosys the limited rights to use, compile, process, and store Subscriber Data to the extent necessary to provide the Subscription Services and Professional Services (collectively, the "**Services**") to Subscriber under the terms of the Agreement and to De-identify Subscriber Data. "De-identified" means that the data is anonymized and aggregated and cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular company, or individual person, including by removing, without limitation, the following identifiers: company names and the names of individuals, addresses, phone numbers, e-mail address(es) and any other information which could reasonably identify, when taken in the aggregate, a specific company, organization, or individual. Subscriber Data that has been De-identified shall not be deemed Confidential Information or Subscriber Data, i.e. Cloudnosys may copy, modify, display, and otherwise use such De-identified data for any purpose permitted under applicable law. Nothing in this provision shall prejudice Subscriber's rights and or obligations pursuant to Regulation 2016/679 (the "**GDPR**") and the California Consumer Privacy Act, as applicable. "**Subscriber Data**" means all data or information submitted by or on behalf of Subscriber to the Subscription Services. "**Output**" means all data, information, and metrics derived directly from the Subscriber Data that are generated by the Subscription Services in response to calculation and report queries made by Subscriber.

3.2   Cloudnosys Services; Feedback. Subscriber acknowledges that Cloudnosys shall be deemed to own all of the intellectual property rights in the Services and any related process or methodology provided or used by Cloudnosys, and any modification, improvement, or enhancement thereto however developed or provided, and nothing contained in this Agreement shall be construed to convey to Subscriber ownership of any intellectual property rights in or to the Services or related methodologies or processes, other than the limited rights expressly provided in Section 1.1. Either party may provide feedback to the other about the other party's Confidential Information and/or products and services. All such feedback is entirely voluntary. Except as otherwise provided in this Agreement, or a separate written agreement between the parties, this Agreement does not limit the party receiving the feedback from otherwise using or exploiting the feedback provided to it.

4.   TERM AND TERMINATION

4.1   Term. The term of this Agreement shall commence on the Effective Date and continue in effect until there are no longer any then-effective SOWs or Schedules. For the avoidance of doubt, the termination of this Agreement shall also result in the immediate termination of any then-outstanding SOW or Schedule and the Services thereunder.

4.2   Termination for Cause. Either party may terminate this Agreement, SOW or Schedule, as applicable, if the other party does not cure its material breach of this Agreement, SOW, or Schedule within thirty (30) days of receiving written notice of the material breach and termination from the non-breaching party. Termination in accordance with this Section 4.2 will take effect when the breaching party receives final written notice of termination from the non-breaching party, which notice may not be provided until the breaching party has failed to cure its material breach during the thirty (30) day cure period.

4.3   Subscription Terms, Renewals, and SOWs. The subscription term for any Subscription Services will commence and expire on the dates, and renew according to the process, set forth in the applicable Schedule. If the Schedule does not otherwise expressly provide a renewal process, the subscription will automatically renew for successive periods of one (1) year unless either party provides written notice of termination at least 90 days prior to the end of the then-current term. Any mutually executed document that serves to effectively renew any then-current subscription term are included in the definition of "Schedule" as that term is used hereunder. Each SOW will be effective until the completion of the work thereunder, or as may be otherwise provided in the SOW.

4.4   Orderly Transfer & Post-Termination Obligations. Upon the expiration or termination of any Schedule for any reason whatsoever, Cloudnosys will provide a reasonable amount of information, cooperation and assistance to Subscriber if and as Subscriber may reasonably request such assistance at Cloudnosys's then-current list rates. Upon written request, Cloudnosys will return Subscriber Data (in its then-current format and condition) at no additional fee. If not so requested by Subscriber within five (5) days of the effective date of termination, Cloudnosys may destroy Subscriber Data. Notwithstanding the foregoing, Cloudnosys may retain that portion of the Subscriber Data relevant to the industry metrics described in Section 3.1 for use only as provided in such Section. If this Agreement is terminated for any reason any and all payment liabilities accrued prior to the effective date of the termination will survive.

5.   MONITORED INSTANCES, FEES, PAYMENT, AND TAXES

5.1   Fees and Payment Terms. Subscriber will pay Cloudnosys the fees and any other amounts owing under this Agreement. Unless otherwise specified in the applicable Schedule or SOW, Subscriber will pay all amounts due within thirty (30) days of the date of the applicable invoice for Customer in the USA, and fifteen (15) days for Subscribers outside the USA. Any amount not paid when due will be subject to late charges equal to 1.5% of the unpaid balance per month from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Cloudnosys to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars.

5.2   **Monitored Instance**. Unless otherwise specified in the Service Order. Subscription Services are subject to **Monitored Instances Plan Limit ('Plan Limit' or 'Plan')** specified in the Service Order. Subscriptions to the Cloudnosys platform contain a limit on the aggregate amount which the Subscriber has elected to be monitored by the Services for a specific period of time. "Monitored Instances" are all instances as reflected in Customer's Cloud data as defined by the following:

For Cloudnosys Essentials Package:

- For AWS Cloud Account: Instances are all EC2, RDS, DynamoDB, Elasticsearch, and RedShift. For Lambda the ratio of 20:1 will be used. For every 20 Lambda functions, we will count as one billing instance. Any partial amount will be rounded up.
- For Azure Cloud Account: Instances are all Azure Virtual Machine, CosmosDB, SQL Server, PostgreSQL, MySQL, and SQL Database. For Azure Serverless the ratio of 20:1 will be used. For every 20 Azure functions, we will count as one billing instance. Any partial amount will be rounded up.
- For Google Cloud Platform (GCP) Cloud Account: GCP-SQL, PostgreSQL, GCP-VM (Virtual Machine), Firestore (Database), CloudSQL. For Google Serverless the ratio of 20:1 will be used. For every 20 GCP functions, we will count as one billing instance. Any partial amount will be rounded up.
- For Containers, the ratio of 20:1 will be used. For every 20 EKS, GKS, AKS, ECS, we will count as one billing instance. Any partial amount will be rounded up.

For Cloudnosys Professional and Enterprise Packages:

- For AWS Cloud Account: Instances are all EC2. For AWS Serverless Lambda the ratio of 20:1 will be used. For every 20 Lambda functions, we will count as one billing instance. Any partial amount will be rounded up.
- For Azure Cloud Account: Instances are all Azure Virtual Machine. For Azure Serverless the ratio of 20:1 will be used. For every 20 Azure functions, we will count as one billing instance. Any partial amount will be rounded up.

- For Google Cloud Platform (GCP) Cloud Account: Instances are all GCP-VM (Virtual Machine). For Google Serverless the ratio of 20:1 will be used. For every 20 GCP functions, we will count as one billing instance. Any partial amount will be rounded up.
- For Containers, the ratio of 20:1 will be used. For every 20 EKS, GKS, AKS, ECS, we will count as one billing instance. Any partial amount will be rounded up.

Your Monitored Instance Plan Limit may be increased by executing an updated Service Order that will include any resulting changes in fees and the Subscription Term. The changes will become effective on the billing period following the execution of the Service Order

**5.3A	Additional Usage Fees.** Unless otherwise specified in the Service Order. Subscriptions to the Cloudnosys platform include a flat fee for use of the Services up to the Monitored Instance Plan Limit specified in the Service Order ("Subscription Fee") and also include fees for additional usage above and beyond the Monitored Instance Plan Limit ("Additional Usage Fees"). Unless otherwise specified in the Service Order, Subscription Fees are billed and payable annually in advance of the Subscription Term, unless otherwise specified in the Service Order. Additional Usage Fees are billed as over the limit of the Monitored Instances. For example, if a Service Order has a Monitored Instance count of 500 instances, and if the Subscriber went over by 10 instances that month (510 instances total count at end of the month), then we will bill you for 10 additional instances of the same month multiplied by your "Additional Usage Rate" as per your Service Order. For example, if 10 instances are over and the Additional Usage Rate is $10.0 per instance, then the Subscriber will be billed $100.0 that month.

**5.3B	Additional Cloud Infrastructure Fees.** Unless otherwise specified in the Service Order. Subscriptions to the Cloudnosys platform include a flat credit of 5% of the net license fees for use of the SaaS Cloud Services as part of your Monitored Instance Plan Limit specified in the Service Order ("Subscription Fee"). If your SaaS Cloud Services exceeds the 5% of Cloud Services charges then these charges will be billed in the month those charges occurred. The 5% credit is distributed equally across the 12 month period. For example: If your license fee is $10,000 per year, then your monthly allocated credit is 5% of $10,000/12 or $41.6 of Cloud services per month. If your SaaS instance exceeds this amount for all cloud services used, then we will send you a bill above this amount. This Cloud SaaS service fee does not apply to those Subscribers who have chosen their own cloud for self-hosted SaaS solution.

5.4	Taxes. Other than net income and gross receipt taxes imposed on Cloudnosys, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "**taxes**") resulting from this Agreement. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received by Cloudnosys after all such taxes are paid are equal to the amounts that Cloudnosys would have been entitled to in accordance with this Agreement as if the taxes did not exist.

**6.	REPRESENTATIONS AND WARRANTIES**

6.1	Mutual Representations and Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

6.2	Subscription Services Assurance. Cloudnosys represents and warrants that at all times during the applicable subscription term the Subscription Services, as operating in a production environment, will materially conform to the Documentation. If Cloudnosys receives a written notice and description of what is a material non-conformity in the Subscription Services, then Cloudnosys will endeavor to correct such non-conformity at no additional charge. At any time, Subscriber may terminate this Agreement, the Schedule, and related SOWs (in whole or in part) in conformity with Section 4.2 for a material breach of this warranty. Any efforts to cure the material non-conformity during the cure period detailed in Section 4.2 will be performed at no additional cost to Subscriber. Upon any such termination, Cloudnosys will promptly provide a refund to Subscriber of amounts prepaid for Subscription Services for the period following such termination date, and for any Professional Services fees pre-paid for such services that were not performed.

6.3	Standards of Professional Services. Cloudnosys represents and warrants that the Professional Services will be provided in a workman-like and professional manner per standards generally accepted in Cloudnosys's industry. Subscriber may terminate the applicable SOW or provision of Professional Services purchased under a Schedule (e.g. a Professional Services service package) (in whole or in part) in conformity with Section 4.2 if Subscriber provides written notice detailing the defect either during performance

or within 90 days of completion of the nonconforming work. Any efforts to cure the material defect during the cure period detailed in Section 4.2 will be performed at no additional cost to Subscriber.

6.4   Compliance with Laws. Cloudnosys represents and warrants that it will not at any time fail to comply with applicable domestic, foreign and local laws and regulations ("**Applicable Laws**") or to obtain applicable permits and licenses in connection with its obligations under this Agreement in a manner that materially interferes with Subscriber's use of the Services. Subscriber represents and warrants that it will not at any time fail to comply with Applicable Laws or to obtain applicable permits and licenses in connection with its obligations under this Agreement.

6.5   Disclaimer.   EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 6 OR ESTABLISHED BY APPLICABLE LAW AS RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY STATEMENTS MADE AT CLOUDNOSYS.COM, IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7.   CONFIDENTIAL INFORMATION

7.1   Confidential Information. "**Confidential Information**" means any information disclosed by either party to the other party, directly or indirectly, in writing, orally, or by inspection, which is designated as "Confidential," "Proprietary," or some similar designation. Information communicated orally will be considered Confidential Information if the information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information will not, however, include any information that (i) was publicly known and made generally available through widespread distribution (more than one source) in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party, or any wrongful action; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (iv) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. The features and functionality of the Subscription Services, and the Cloudnosys processes and methodologies concerning the management of the security, value and utilization of resources, and for the deployment of the Subscription Services, are in large part confidential information. Cloudnosys will mark all such elements as "Confidential" or "Proprietary" where practicable, but otherwise such elements will be confidential if given the nature of the material and the circumstances of disclosure a reasonable person would determine such material to be confidential.

7.2   Mutual Confidentiality. Each party will use the other party's Confidential Information solely for the purposes contemplated by this Agreement, and refrain from sharing the other party's Confidential Information with any third party, unless: (a) any disclosure is necessary or appropriate in connection with the receiving party's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any disclosure is required by applicable law (e.g., pursuant to applicable securities laws or legal process); or (c) any disclosure is made with the consent of the party whose information is to be shared. Either party is free to use for any purpose the residuals resulting from any engagement under this Agreement if such use does not result in the sharing of the other party's Confidential Information in violation of this Section 7. "Residuals" means information retained in the unaided memory of an individual in a manner that was incidental to work performed hereunder and not intentionally memorized through use of notes or other aids. For clarity, this residuals provision does not grant any license under the disclosing party's copyrights or patents.

8.   INDEMNITY

8.1   Infringement Indemnity.   Cloudnosys will defend and indemnify Subscriber, its employees and corporate affiliates (collectively, the "**Indemnitees**") from and against any and all claims, proceedings, or suits by a third party against an Indemnitee (a "**Claim**") and all related settlements or court-awarded liabilities that arise out of or are based on a Claim, (i) that Subscriber's use of the Subscription Services in accordance with this Agreement infringes, misappropriates or violates such third party's intellectual property rights, (ii) made by any subcontractor or independent contractor of Cloudnosys or by any personnel of Cloudnosys, in each case in connection with or arising from such person's or entity's role as subcontractor, contractor or personnel of Cloudnosys, including (as an example) alleging that any Indemnitee should be deemed the "employer" or "joint employer" of any of Cloudnosys's personnel, or (iii) resulting from any grossly negligent act or omission by Cloudnosys or its personnel that results in personal injury or

death, or damage to tangible personal property. Cloudnosys's obligations under subsection (i) shall not extend to Claims where the actual or allegedly offending Cloudnosys Services would not so infringe, misappropriate or violate such third party's intellectual property or other rights if other, non-offending data, reports, statistics or other information were used in place of the Subscriber Data or resulting Output.

8.2   Indemnification Procedures. If an Indemnitee seeks indemnification under this Agreement, the Indemnitee will: (i) give prompt notice to Cloudnosys concerning the existence of the indemnifiable event; (ii) grant authority to Cloudnosys to defend or settle any related action or claim; and, (iii) provide such information, cooperation and assistance to Cloudnosys as may be reasonably necessary for Cloudnosys to defend or settle the claim or action. An Indemnitee's failure to give prompt notice shall not constitute a waiver of the Indemnitee's right to indemnification covering and shall affect Cloudnosys's indemnification obligations only to the extent that Cloudnosys's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) an Indemnitee may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) Cloudnosys will not enter into any settlement agreement on terms that would diminish the rights provided to the Indemnitee or increase the obligations assumed by the Indemnitee under this Agreement, without the prior written consent of the Indemnitee.

9.   LIMITATION OF LIABILITY

9.1   Types of Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR SUCH PARTY'S LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF TYPES OF DAMAGES SET FORTH IN THIS SECTION 9.1 SHALL NOT APPLY TO DAMAGES ARISING FROM ANY INDEMNIFICATION OBLIGATIONS HEREIN AND EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN.

9.2   Damage Cap. EACH PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY SUBSCRIBER TO CLOUDNOSYS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9.2 SHALL NOT APPLY TO (i) THE PAYMENT OBLIGATIONS FOR SERVICES, (ii) ANY INDEMNIFICATION OBLIGATIONS HEREIN, OR (iii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN.

9.3   Claim Time Limit. Subscriber acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement within 12 months from the date of the claim arising, or, if later, within 12 months from the date Subscriber first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring.

10.   INSURANCE REQUIREMENTS

10.1   Required Coverage. During the term of this Agreement and for so long as any Schedule or SOW has not yet expired or been terminated, Cloudnosys will maintain, at its own expense, insurance coverage with limits of no less than those set forth below, and with insurers.

(a)   Professional Liability Insurance ("**Errors and Omissions**") in the minimum amount of $1,000,000 per claim, covering losses from any act, errors, omissions, negligence, breach of duty and/or misrepresentations related to Cloudnosys's obligations under this Agreement.

(b)   Workers Compensation insurance covering Cloudnosys's employees pursuant to Applicable Law and at the statutory limits required for each applicable state, and Employers Liability coverage in the minimum amount of $1,000,000 each accident/each employee.

(c)   Commercial General Liability including broad form contractual liability and personal injury endorsement, providing coverage against liability for bodily injury, death, and property damages in the minimum amount of $1,000,000 per occurrence and no less than $2,000,000 annual aggregate.

(d)   Automobile Liability in the minimum amount of $1,000,000 Combined Single Limit ("**CSL**") per occurrence for bodily injury and property damage.

11.   GENERAL

11.1   Independent Contractor. Cloudnosys will provide all Services as an independent contractor. Neither this Agreement nor Cloudnosys's provision of Services shall create an association, partnership, joint venture, or relationship of principal and agent, or employer and employee, between Subscriber and Cloudnosys; and neither party will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party. Cloudnosys may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Cloudnosys remains responsible for all of its obligations under this Agreement.

11.2   Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement without the other party's consent to a successor by way of merger, acquisition, sale of assets, or operation of law.

11.3   Publicity, Notices & Waiver. Neither party will use the name of the other party in publicity activities without the consent of the other, except that Subscriber agrees that Cloudnosys may use Subscriber's name in customer listings and quarterly calls with its investors. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in the introductory paragraph of this Agreement and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 11.3. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier. No course of dealing, failure by either party to require the strict performance of any obligation assumed by the other hereunder, or failure by either party to exercise any right or remedy to which it is entitled, shall constitute a waiver or cause a diminution of the obligations or rights provided under this Agreement. No provision of this Agreement shall be deemed to have been waived by any act or knowledge of either party, but only by a written instrument signed by a duly authorized representative of the party to be bound thereby. Waiver by either party of any default shall not constitute a waiver of any other or subsequent default.

11.4   Governing Law & Jurisdiction. The laws of the State of Georgia shall govern this Agreement as though this Agreement was entered into, and was to be entirely performed within, the State of Georgia, without regard to is conflict of laws principles. The Parties expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act, the United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Use of Electronic Communications in International Contracts. For the avoidance of doubt, nothing stated in this Agreement will prejudice or limit the rights or remedies of either party to enforce any award or decree under the laws of any jurisdiction where property or assets of the other party may be located. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in Atlanta, GA in Fulton County, USA.

11.5   Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

11.6   Severability & Survival. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the Parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law. The provisions of this Agreement that, by their nature, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement, shall so survive and continue to bind the Parties. Without limiting the generality of the foregoing, the Parties specifically acknowledge that the following provisions shall survive: 3 (Proprietary Rights), 4 (Term and Termination), 5 (Fees Payment & Taxes), 7 (Confidential Information), 9 (Limitations of Liability), 11 (General), and 12 (Complete Understanding).

11.7   Financial Audits. During the term of this Agreement and for a period of one (1) year thereafter, upon reasonable prior written notice, but no more than once in any twelve (12) month period, Subscriber and its authorized representatives (including regulators and independent auditors) may, during normal business hours and subject to confidentiality obligations and reasonable access restrictions, at its expense conduct an audit of Cloudnosys's financial books and records related to its activities in connection with Subscriber with respect to all charges made in regards to Services performed by Cloudnosys pursuant to this Agreement and payments (whether in-kind or in cash) made by Cloudnosys for or on behalf of Subscriber. Cloudnosys will make personnel available as reasonably necessary to answer questions or otherwise assist Subscriber in connection with the same.

12. COMPLETE UNDERSTANDING. This Agreement, including all applicable Schedules and SOWs, is the final and complete expression of the agreement between these parties regarding the Services. In the absence of a mutually executed SOW or Schedule, the parties agree that the combination of a Subscriber-issued purchase order and an Cloudnosys-issued corresponding and matching invoice shall constitute a binding contractual commitment under this Agreement, and that a matching purchase order with a corresponding invoice will together constitute a Schedule or SOW hereunder, as applicable. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure (NDA) agreement between the parties executed prior to this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Except to the extent Cloudnosys has issued a corresponding and matching invoice in combination with a Subscriber issued and matching purchase order, Cloudnosys will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Cloudnosys specifically agrees to such provision in writing and signed by an authorized agent of Cloudnosys; provided, that, in the case of a conflict between the terms set forth herein and those of the Schedule or SOW, the terms of the Schedule or SOW will control.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, have executed this Agreement as of the date of the last signature set forth below.

[SUBSCRIBER NAME]:

By: _____

Name: _____

Title: _____

Date: _____

CLOUDNOSYS, INC.:

By: _____

Name: _____

Title: _____

Date: _____