

PUBLIC CLOUD AGREEMENT (2017 NOWCLOUD)

This NowCloud Services Agreement (this “Agreement”) is between NCCT, Inc. d/b/a NowCloud and customer hereinafter (“You”). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement. The purpose of this agreement is to govern the provisions of Public Cloud Services to customer.

1. RIGHTS GRANTED AND USE OF SERVICES

1.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this General Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide, limited right to access and use the Services that You ordered, including anything developed by NowCloud and delivered to You as part of the Services, solely for Your internal business operations. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with this General Agreement and the order.

1.2 You do not acquire under this General Agreement any right or license to use the Services in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, your right to access and use the Services will terminate.

1.3 To enable NowCloud to provide You and Your Users with the Services, you grant NowCloud the right to use, process and transmit, in accordance with this General Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which NowCloud provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, you acknowledge that NowCloud may allow providers of those third-party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third-party programs with the Services. NowCloud will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third-party programs with the Services.

1.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that NowCloud has no delivery obligation for NowCloud Programs and will not ship copies of such programs to You as part of the Services.

1.5 The Services may contain or require the use of Separately Licensed Third-Party Technology. You are responsible for complying with the Separate Terms specified by NowCloud that govern Your use of Separately Licensed Third-Party Technology. NowCloud may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files about Separately Licensed Third-Party Technology. The third-party owner, author or provider of Separately Licensed Third-Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third-Party Technology.

1.6 As part of certain Cloud Services offerings, NowCloud may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third-Party Content is defined in the Service Specifications applicable to Your order. The third-party owner, author or provider of Third Party Content retains all ownership and intellectual property rights in and to that

content, and Your rights to use Third Party Content are subject to, and governed by, the terms applicable to such content as specified by the third-party owner, author or provider.

2. DEFINITIONS

2.1 “Ancillary Program” means any software agent or tool owned or licensed by NowCloud that NowCloud makes available to You for download as part of the Cloud Services for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment. The term “Ancillary Program” does not include Separately Licensed Third-Party Technology.

2.2 “Cloud Services” means, collectively, the NowCloud cloud services (e.g., NowCloud software as a service offerings and related NowCloud Programs) listed in Your order and defined in the Service Specifications. The term “Cloud Services” does not include Technical Cloud Services.

2.3 “Data Center Region” refers to the geographic region in which the Services Environment is physically located.

2.4 “NowCloud Programs” refers to the software products owned or licensed by NowCloud to which NowCloud grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services. The term “NowCloud Programs” does not include Separately Licensed Third-Party Technology.

2.5 “Technical Cloud Services” means, collectively, the Cloud Services-related technical services that You have ordered. Technical Cloud Services include any deliverables described in Your order and delivered by NowCloud to You under the order. The term “Technical Cloud Services” does not include general Cloud Services.

2.6 “Separate Terms” refers to separate license terms between You and a third-party licensor that are specified in the Program Documentation, Service Specifications, readme or notice files and that apply to Separately Licensed Third-Party Technology.

2.7 “Services” means, collectively, the Cloud Services and Technical Cloud Services ordered by You.

2.8 “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by NowCloud to which NowCloud grants You and Your Users access as part of the Cloud Services which You have ordered.

2.9 “Service Order” or “Statement of Work” you and NowCloud may execute service orders or statement of work that will describe the services to be performed by NowCloud including any work product to be delivered by NowCloud. This service order will form a part and parcel of this agreement, incorporated herein and subject to this agreement. The service order will provide for the fees to be charged pursuant to the service order and will be signed by both parties electronically or otherwise.

2.10 “Service Specifications” means the descriptions on the NowCloud website, or such other address specified by NowCloud, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, the NowCloud Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.

2.11 “Services Period” refers to the period of time for which You have ordered Cloud Services as specified in Your order.

2.12 “Third Party Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or

derived from third party sources outside of NowCloud and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third-Party Technology.

2.13 “Users” means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this General Agreement and Your order. For Cloud Services that are specifically designed to allow Your customers, suppliers, or other third parties to access the Cloud Services to interact with You, such third parties will be considered “Users”.

2.14 “Your Applications” means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any NowCloud “platform-as-a-service” or “infrastructure-as-a-service” Cloud Services. Services under this General Agreement, including NowCloud Programs and Services Environments, NowCloud intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”

2.15 “Your Content” means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for NowCloud Cloud Services described in Section 10.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or Your Users that reside in, or run on or through, the Services Environment.

3. OWNERSHIP AND RESTRICTIONS

3.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. NowCloud or its licensors retain all ownership and intellectual property rights to the Services, including NowCloud Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of NowCloud under this General Agreement.

3.2 You may not, and may not cause or permit others to:

- a. remove or modify any program markings or any notice of NowCloud’s or its licensors’ proprietary rights;
- b. make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c. modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to NowCloud;
- d. perform or disclose any benchmark or performance tests of the Services, including the NowCloud Programs;
- e. perform or disclose any of the following security testing of the Services Environment or associated infrastructure network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and

f. license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, NowCloud Programs, Ancillary Programs, Services Environments or other NowCloud materials to any third party, other than as expressly permitted under the terms of the applicable order.

4. SERVICE SPECIFICATIONS

4.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the NowCloud Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing such additional quantity to account for Your excess usage.

4.2 NowCloud may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at NowCloud's discretion; however, NowCloud changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to You for the duration of the Services Period.

4.3 NowCloud will provide production, test, and backup environments in the Data Center Region stated in Your order. NowCloud and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Technical Cloud Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

4.4 NowCloud reserves the right to utilize subcontractors, business partners and other entities to deliver the services specified all of which will be responsible for providing the same deliverables decided in the service agreement.

5. USE OF THE SERVICES

5.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with NowCloud, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. NowCloud is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of or Your Users' access to the Services, and agree to notify NowCloud immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5.2 You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, “junk mail”, “spam” or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) provide criminal activity, (g) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to NowCloud under this General Agreement, NowCloud reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (“Acceptable Use Policy”), including the removal of or disablement of access to such material. NowCloud shall have no liability to You in the event that NowCloud takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications.

5.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, “Patches”) necessary for the proper function and security of the Services, including for the NowCloud Programs, as such Patches are generally released by NowCloud as described in the Service Specifications. NowCloud is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, NowCloud will coordinate with You the scheduling of application of Patches, where possible, based on NowCloud’s next available standard maintenance window.

6. FEES, INVOICING AND PAYMENT OBLIGATION

6.1 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve NowCloud of its obligation during the Services Period to deliver Services that You have ordered per the terms of this General Agreement.

6.2 Services fees are invoiced as set forth in the applicable order. Once placed, your order is non-cancelable and the sums paid nonrefundable.

6.3 Fees for Services listed in an order are exclusive of taxes (if applicable) and expenses. Reimbursement of pre-approved expenses related to providing any Cloud Services, if any, will be addressed in the relevant ordering document and/or statement of work.

7. SERVICES PERIOD; END OF SERVICES

7.1 Services provided under this General Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated under this General Agreement or the order.

7.2 Upon the end of the Services, you no longer have rights to access or use the Services, including the associated NowCloud Programs and Services Environments; however, at Your request, and for a period of up to 30 days after the end of the applicable Services Period, NowCloud will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 30-day period, and except as may be required by law,

NowCloud will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

7.3 NowCloud may temporarily suspend Your password, account, and access to or use of the Services if in NowCloud's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. NowCloud will provide advance notice to You of any such suspension in NowCloud's reasonable discretion based on the nature of the circumstances giving rise to the suspension. NowCloud will use reasonable efforts to re-establish the affected Services promptly after NowCloud determines that the situation giving rise to the suspension has been cured; however, during any suspension period, NowCloud will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. NowCloud may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after NowCloud's initial notice thereof. This section does not excuse Your obligation to pay for Services provided.

8. NONDISCLOSURE OF YOUR CONTENT AND YOUR APPLICATIONS

Your Content and Your Applications residing in the Services Environment will be considered Confidential Information. NowCloud will hold such Confidential Information in confidence for as long as it resides in the Services Environment and will protect the confidentiality of such Confidential Information in accordance with the NowCloud security practices defined in the Service Specifications applicable to Your order. In addition, Your Personal Data, as defined in the Data Processing Agreement, will be treated in accordance with the terms of Section 10 below.

9. DATA PROTECTION

9.1 In performing the Services, NowCloud will comply with the *NowCloud Services Privacy Policy*, which is attached hereto and is incorporated herein by reference. The *NowCloud Services Privacy Policy* is subject to change at NowCloud's discretion; however, NowCloud policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.

9.2 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

9.3 You may not provide NowCloud access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order.

10. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

10.1 NowCloud warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Technical Cloud Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed

as warranted, You must promptly provide written notice to NowCloud that describes the deficiency in the Services.

10.2 NOWCLOUD DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT NOWCLOUD WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY NOWCLOUD, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT NOWCLOUD DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NOWCLOUD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NOWCLOUD IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD-PARTY CONTENT. NOWCLOUD DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

10.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND NOWCLOUD'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF NOWCLOUD CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND NOWCLOUD WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

10.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

In no event will either party be liable to the other party or to any Third Party for any special, incidental, punitive or consequential damages (including loss of use, data, business or profits) or for costs of procuring substitute services, arising out of or in connection with this agreement or the services or the licensed software provided by NowCloud, however caused and regardless of the theory of liability, even if such party has been advised of the possibility of such damages. NowCloud's total liability to customer, from all causes of action and all theories of liability, will be limited to and will not exceed the amounts paid to NowCloud by customer for one (1) month of service under this agreement for the service or software giving rise to any liability hereunder. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation,

reimbursement, or damages arising in connection with: (a) your inability to use the services, including as a result of any (1) termination or suspension of this agreement or your use of or access to the service offerings, (2) our discontinuation of any or all of the service offerings, or, (3) without limiting any obligations under the service level agreements, any unanticipated or unscheduled downtime of all or a portion of the services for any reason; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the service offerings; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data.

12. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

12.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. NowCloud does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

12.2 Any Third-Party Content made accessible by NowCloud in or through the Services Environment is provided on an “as is” and “as available” basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that NowCloud is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, NowCloud reserves the right to take remedial action if any such content violates applicable restrictions under of this General Agreement, including the removal of, or disablement of access to, such content.

12.3 Any Third-Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

13. SERVICES TOOLS AND ANCILLARY PROGRAMS

13.1 NowCloud may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your NowCloud service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing NowCloud’s product and service portfolio, to help NowCloud address deficiencies in its product and service offerings, and for license and Services management.

13.2 As part of the Cloud Services, NowCloud may provide You with on-line access to download certain Ancillary Programs for use with the Services. If NowCloud does not specify separate terms for such Ancillary Programs, then subject to Your payment obligations, you have the non-exclusive, non-assignable, royalty-free, worldwide limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this General Agreement and Your order, including the Services Specifications. Your right to use such Ancillary Programs will terminate upon the earlier of NowCloud’s notice (which may be through posting on **proposed** (<https://support.NowCloud.com>) or such other URL designated by NowCloud), the end of the Cloud Services associated with the Ancillary Programs,

or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

14. SERVICE ANALYSES

NowCloud may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). NowCloud may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, or provide information that would compromise the confidentiality of Your data, and Service Analyses do not constitute Personal Data. NowCloud retains all intellectual property rights in Service Analyses.

15. ADDITIONAL NOTICE TERMS

15.1 To request a termination of Services in accordance with this General Agreement, you must submit a service request to NowCloud at the address specified in Your order or the Service Specifications.

15.2 NowCloud may give notices applicable to NowCloud’s Cloud Services customer base by means of a general notice on the NowCloud portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in NowCloud’s account information or by written communication sent by first class mail or pre-paid post to Your address on record in NowCloud’s account information. Unless otherwise agreed to by the parties, in the event of a legal dispute under this Agreement, NowCloud will send a copy of any written legal notices sent to You at the address specified in the applicable ordering document.

16. AGENCY

16.1 You understand that NowCloud’s business partners, including any third-party firms retained by You to provide Technical Cloud services or applications that interact with the Cloud Services, are independent of NowCloud and are not NowCloud’s agents. NowCloud is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an NowCloud subcontractor on an engagement ordered under this General Agreement and, if so, then only to the same extent as NowCloud would be responsible for NowCloud resources under this General Agreement.

16.2 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third-Party Content, as well as other vendor’s products provided by You that You use with the Services, including such rights and consents as necessary for NowCloud to perform the Services under this General Agreement.

16.3 You agree to provide NowCloud with all information, access and full good faith cooperation reasonably necessary to enable NowCloud to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

16.4 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making NowCloud aware of any technical requirements

that result from Your regulatory obligations prior to entering into an order governed by this General Agreement. NowCloud will cooperate with your efforts to determine whether use of the standard NowCloud Services offering is consistent with those requirements.

16.5 You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

16.6 NowCloud may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this General Agreement. You agree to cooperate with NowCloud's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. NowCloud shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; You make such security rules available to NowCloud prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of this General Agreement or the applicable Order(s). Any usage in excess of your rights shall be considered a change to the scope of services and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights and issuing a contract modification to document the amount of such fees and the change is the scope of services. You agree that NowCloud shall not be responsible for any of Your costs incurred in cooperating with the audit.

17. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

18. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the State of Tennessee and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in Macon County, TN or the Federal Courts of Tennessee in any dispute arising out of or relating to this Agreement.

19. NOTICE

19.1 Any notice required under this Agreement shall be provided to the other party in writing to the addresses of the parties listed herein.

19.2 We may give notices applicable to our Services customers by means of a general notice on the NowCloud portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

20. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

21. OTHER

21.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

21.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

21.3 Except for actions for nonpayment or breach of NowCloud's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than eighteen (18) months after the cause of action has accrued.

21.4 Prior to entering into an order governed by this Agreement, you are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. NowCloud will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by NowCloud or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

21.5 Upon forty-five (45) days written notice and no more than once every twelve (12) months, NowCloud may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with NowCloud's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

22. ENTIRE AGREEMENT

22.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

22.2 In the event of any inconsistencies between the terms of an order and this Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of

this Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of NowCloud; however, NowCloud may update the Service Specifications, including by posting updated documents on NowCloud’s websites. No third-party beneficiary relationships are created by this Agreement

23. AUTHORITY TO EXECUTE

Each person executing this Agreement is representing that they have the legal authority to execute this agreement and bind the stated party to all terms and conditions of this contract.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto:

NCCT, INC. d/b/a NowCloud

By: _____
NANCY WHITE, President/CEO

**Address: P.O. Box 70
Lafayette, TN 37083**

Date: _____

CUSTOMER

Address: _____

Date: _____