



CONEXLINK LLC SERVICE AGREEMENT

CAREFULLY READ THESE TERMS AND CONDITIONS. THEY FORM A LEGALLY BINDING SERVICE AGREEMENT BETWEEN YOU AND CONEXLINK LLC. ONLY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU DO NOT HAVE PERMISSION TO USE ANY CONEXLINK SERVICES AND DO NOT HAVE ANY OF THE RIGHTS DESCRIBED BELOW.

BY REGISTERING FOR SERVICE ON CONEXLINK'S WEB PAGES AT AT MYCLOUDIT.COM OR MYCLOUDIT.IO AND CLICKING "I ACCEPT" AS PART OF THE SERVICE SIGN-UP PROCESS, YOU AGREE TO BE BOUND BY AND TO COMPLY WITH THIS AGREEMENT AND WITH ANY OTHER POLICIES OR SERVICE DESCRIPTIONS IDENTIFIED AND INCORPORATED BELOW.

AS USED BELOW, THE TERMS "YOU" AND "YOUR" REFER TO THE INDIVIDUAL OR ENTITY ON WHOSE BEHALF THIS AGREEMENT IS ACCEPTED.

The parties agree as follows:

I. STATEMENT OF SERVICES

a. Service Order Summary

The services to be delivered by Conexlink and the fees for those services are identified in a Service Order Summary presented to You during the service registration process at at MyCloudIT.com or MyCloudIT.io. The services identified in the Service Order Summary are the "Services." The services to be delivered by Conexlink are limited to those Services specifically identified in the Service Order Summary. You may implement changes to the kinds or quantities of any Services during the term of this Agreement by submitting a change request to Conexlink via the portal. Conexlink will provide You with a replacement Service Order Summary following the submission of any such permitted changes.

b. Service Descriptions and Restrictions

- Windows Networks ("Platforms"). The Platforms feature provides you with the ability to create, with a few clicks, a Microsoft Windows network that includes: Active Directory Domain Controllers, DNS Servers, Azure Active Directory Cloud Sync, File Servers, Remote Desktop Gateway Servers, Remote Desktop Session Hosts Farm, Remote Desktop Connection Broker Servers, Remote Desktop Web Access Servers, and Remote Desktop Licensing Servers.
- The Virtual Machine feature provides you with the ability to run a virtual server with one of several operating systems of your choice. You can run them standalone or joined to a Platform domain.

You agree to secure any and all license rights necessary to run all software within your Platforms and Virtual Machines. You are responsible for patching, configuring and maintaining the operating systems and other software deployed and used within your Platforms and Virtual Machines. You shall not disable, tamper with or otherwise attempt to circumvent any billing mechanism that tracks your use of your Platforms and Virtual Machine and the software deployed therein.

For any software provided in connection with the MyCloudIT online Service, You may use such software only within the MyCloudIT Service and only in conjunction with your permitted use of any applicable MyCloudIT role. You have no other rights under this Agreement to run the software on any computers located at your premises unless you separately obtain the license rights to do so.

c. Third Parties

Some of the Services delivered by Conexlink under the Agreement may be provided through third-party providers. All such Services are subject to the terms of this Agreement. Conexlink, and not those third parties, will provide all technical support related to the Software Services. However, under certain circumstances, pursuant to the terms of applicable third-party license or services agreements, Conexlink may be obligated to provide certain information to those third parties regarding the Services and/or regarding Your identity. You consent to such disclosures.

II. SERVICE FEES

a. Service Fees

You shall pay all Service fees specified in the Service Order Summary.

b. Adjustments to Service Fees

Conexlink may adjust the Service fees charged to You as follows:

- Network Growth. During the term of the Agreement, if the unit quantities of users, vCPU's, accounts or other applicable Service metrics exceeds the quantities as of the date of the last Service Order Summary, Conexlink may apply a pro rata adjustment to any recurring Service fees based on the fee rates specified in the Service Order Summary. You shall pay all Service fees owed to Conexlink as they become due following any such adjustment.
- Annual Rate Increases. Conexlink may increase the Service fees owed under the Agreement in response to changing market conditions no more than once per year and by no more than ten percent (10%) per year. You shall pay all Service fees owed to Conexlink as they become due following any such adjustment.

c. Payment Terms

You authorize Conexlink to charge those fees via the payment method that You provided to Conexlink during the service registration process. We may bill you for the Products (i) at the time of purchase; or (ii) on a recurring basis for post-usage, subscription-type Services, depending on which payment method you provided to us. Also, we may charge You up to the amount You have approved, and we will notify you in advance of any change in the amount to be charged for recurring, subscription-type Services. We may bill you at the same time for more than one of your prior billing periods for amounts that have not previously been processed. If You believe that a billing error has been made in connection with any of the Services, You must provide us with written notice of such error within 120 days after the date of the charge. If Conexlink confirms that an error has occurred, it will correct that error within 90 days. Unless otherwise provided by law, all charges are non-refundable. You also shall pay all costs and reasonable attorneys' fees incurred by Conexlink in the collection of any delinquent sums.

d. Suspension of Service

If You fail to pay all amounts owed to Conexlink under the Agreement when due, then upon at least five (5) business days prior, written notice to You, and in addition to any other remedies available at law or in equity, Conexlink may downgrade or suspend Services under the Agreement until full payment is made. Following any suspension of service under this provision, and after You make full payment to Conexlink, Conexlink shall restore the Services. Conexlink's right to suspend Services under this section is in addition to Conexlink's right to terminate the Agreement for non-payment.

e. Taxes

Unless otherwise stated, all charges and fees specified in any Service Order Summary are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the products or Services. You are responsible for the payment of any and all such taxes.

f. Trial Periods

If You take part in any free trial-period offer relating to any Service, You must cancel the Service before the end of the trial period in order to avoid incurring charges, unless Conexlink notifies You otherwise. If You do not cancel the Service before the end of the free trial period, Conexlink may charge You for the Service at the then-current prices.

g. Billing Account Changes

You may access and change Your billing account information and payment method through the online Service portal provided by Conexlink. You also permit Conexlink to use any updated account information regarding Your payment method provided by Your issuing bank or the applicable payment network (if paying with a card or another online payment method). You shall keep your billing account information current at all times. Changes made to Your billing account will not affect charges Conexlink submits to Your account before Conexlink reasonably could have acted on those changes. If the primary payment method You have designated for a particular Service is unavailable or invalid for any reason, You hereby authorize Conexlink to charge any other payment method You may have on file with Conexlink.

III. TERM AND TERMINATION

a. Term

The term of the Agreement begins on the date that Conexlink begins delivering Services to You, and, unless properly terminated by either party, the Agreement will remain in effect on a month-to-month basis until it is terminated by either of the parties.

b. Termination

You may terminate the Agreement for any reason and at any time by providing written notice of termination to Conexlink or by deleting all provisioned resources and platforms from your Services order. Conexlink may terminate the Agreement for any reason upon thirty (30) days' prior written notice to You. Conexlink also may terminate this Agreement and suspend all Services immediately in the event that you commit a material breach of the Agreement.

c. Effect of Termination

Termination of this Agreement for any reason by either party immediately nullifies all access to any software services supplied by Conexlink. This specifically includes but is not limited to termination of any and all access rights to any Microsoft Azure or other virtual computing environments provided by Conexlink and also to the disabling, de-provisioning and/or termination of any and all virtual desktops previously provisioned by Conexlink in any Microsoft Azure or other virtual computing environment.

IV. INTELLECTUAL PROPERTY RIGHTS

a. Reservation of Rights

You acknowledge that in providing the Services, Conexlink may utilize technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (the "Conexlink Technology"). The Conexlink Technology is covered by intellectual property rights owned by or licensed to Conexlink or its vendors. Other than as expressly set forth in this Agreement, no license or other rights in or to the Conexlink Technology are granted to You, and all such licenses and rights are hereby expressly reserved.

b. License Grant

Subject to any applicable limitations in Conexlink's vendor agreements, Conexlink grants You a non-exclusive, non-transferable (except in connection with a permitted assignment of the Agreement), non-sublicensable right to access and use the Services ordered by You in accordance with the Agreement.

c. License Restrictions

You shall not:

- Modify, copy or create derivative works based on the Services or Conexlink Technology;

- Create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on Your own intranets or otherwise for its own internal business purposes; or
- Disassemble, reverse engineer, or decompile the Services or the Conexlink Technology, or access the Services in order to:
 - Build a competitive product or service,
 - Build a product or service using similar ideas, features, functions or graphics of the Service, or
 - Copy any ideas, features, functions or graphics of the Service.

d. No High-Risk Use

You acknowledge that the Services are not fault-tolerant and are not guaranteed to be error-free or to operate uninterrupted. You shall not use the Services in any application or situation where the Services' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

V. CONEXLINK-SUPPLIED SOFTWARE

"Software" means all and any software provided by Conexlink to You for installation on Your computer equipment.

This Agreement does not transfer any right, title, or interest in the Software to You. Your use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to You upon request.

You shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify or copy the Software or any part thereof,
- remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Software,
- provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

VI. MAINTENANCE WINDOWS

When planned service and support will require Service interruption, Conexlink utilizes established maintenance windows for both its own and Your infrastructures. The purpose of these maintenance windows is to allow You to plan for the potential unavailability of Services during these times while allowing for required upkeep of both the Your and Conexlink's environments. These windows occur each Wednesday from 2300 to 0500 (U.S. Central time) Thursday morning or Friday at 2300 to 0500 (U.S. Central time) Saturday morning, depending on Your service area. Conexlink will use reasonable commercial efforts to minimize the time services will be unavailable and to execute any necessary downtime in the early morning hours, where practical. Occasionally, additional maintenance windows may be required and will be communicated in advance.

VII. CLIENT COOPERATION

You must cooperate in good faith with Conexlink in providing information or performing reasonable administrative or clerical tasks in order for Conexlink to deliver Services under the Agreement. That cooperation may include the following, without limitation:

- Providing access to supported network and telephone connections;
- Delivering or procuring any IT-related services not included in the Agreement;
- Designating a Primary Service Contact who will be responsible for being the main interface for communication with Conexlink, providing

“eyes and hands” (e.g., for system reboots), receiving notifications and updates from Conexlink’s staff, and receiving alerts as may be required.

VIII. ACCEPTABLE USE

You shall comply with all third-party license terms and policies for acceptable use of the Services posted at the following site:

www.conexlink.com/legal

Conexlink reserves the right at any time to modify the policies by posting any changes at the above URL, at which time the modified acceptable use policies will supersede and replace in their entirety any prior acceptable use policies. You shall abide by all modifications to Conexlink’s policies for acceptable use of the Services.

IX. NON-DISCLOSURE AND CONFIDENTIALITY

a. Confidential Information

“Confidential Information” means information that is provided to or obtained by one party and that is valuable to the other party and not generally known by the public. Each party will hold in confidence and, without the consent of the other party, will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the other party. The recipient of Confidential Information may only disclose the Confidential Information to its employees or third party contractors with a need to know the information for the implementation of this Agreement or any Statement of Work. Without limiting the foregoing, the recipient of the Confidential Information shall exercise at least the same standard of care in protecting the confidentiality of the other party’s Confidential Information as it does with its own Confidential Information of a similar nature.

b. Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party;
- Information that is independently developed by the recipient; and
- Information that must be disclosed pursuant to court order or by law.

c. Confidential Agreement

No copy of this Agreement, discussions, negotiations, terms or conditions relating to the Agreement, or any other information relating to this Agreement may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without prior written consent of both parties.

d. Data Privacy

All Services provided by Conexlink are subject to the terms of Conexlink’s Data Privacy Policy, the current version of which is posted at the following URL:

www.conexlink.com/legal

Conexlink reserves the right at any time to modify the Data Privacy Policy by posting any changes at the above URL, at which time the modified policy will supersede and replace in its entirety any prior version of the policy.

e. Administrator Rights

In order to deliver certain Services, Conexlink may require You to provide administrator-level access privileges in a Microsoft Azure or other virtual computing environment in which Conexlink will be provisioning, monitoring and/or managing virtual desktops or other computing resources. Conexlink shall use those access privileges solely and exclusively for the purposes

contemplated by this Agreement. Under no circumstances will Conexlink use those privileges to access any data files or to take any other actions not contemplated by this Agreement.

X. WARRANTIES AND DISCLAIMERS

a. Warranties

Conexlink warrants that the Services will be delivered in a professional and workmanlike manner and in accordance with the terms of the Agreement. In addition, if Conexlink provides You with third-party products or services under the Agreement, including without limitation any Software, as defined above, Conexlink will use reasonable efforts to assign any warranty on such third-party products to You.

b. DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, CONEXLINK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, CONEXLINK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. CONEXLINK HAS NO OBLIGATION TO PROVIDE SECURITY OTHER THAN AS STATED IN THIS AGREEMENT.

IN ADDITION, YOU ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS NO WARRANTIES, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS MADE AVAILABLE TO YOU AND THAT THOSE VENDORS DISCLAIM ANY ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

XI. DISPUTE RESOLUTION

a. Arbitration Procedures

The parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to the Agreement or to any products or Services otherwise provided by Conexlink within sixty (60) days of the date such dispute arises. Failing such amicable settlement, any such controversy, claim, or dispute is to be settled by arbitration in accordance with the Arbitration Rules (and if You are a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association (“AAA”). The arbitration will be conducted in English. The arbitrator or arbitrators will not have the authority to award punitive damages to either party. Each party will bear its own expenses, but the parties shall share equally the expenses of the arbitrator(s) and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Dallas, Texas, or other location as is mutually agreed by the parties. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Your failure to pay for Services in accordance with this Agreement may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

b. Period for Bringing Claim

No claims to be resolved may be made more than one (1) year after the date by which the fault or failure should reasonably have been discovered. Failure to make such a claim within the one (1) year period shall forever bar the claim.

XII. INDEMNIFICATION

a. By You

You shall defend, indemnify and hold Conexlink harmless against all costs and expenses, including reasonable attorney’s fees, associated with the defense or settlement of any claim that:

- Conexlink's use, access or modifications of any software that You have requested Conexlink use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Your use of any Services in violation of any provisions of the Agreement violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.

You further shall pay any judgments or settlements based on any such claims.

b. By Conexlink

Conexlink shall defend, indemnify and hold You harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that any of the Services or deliverables provided by Conexlink infringe any patent, copyright, trademark, trade secret or other intellectual property right, and Conexlink shall pay any judgments or settlements based on any such claims.

XIII. LIMITATION OF LIABILITY

EACH PARTY'S LIABILITY UNDER THE AGREEMENT OR IN CONNECTION WITH ANY PRODUCT QUOTE IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY THE OTHER PARTY. NEITHER PARTY IS TO BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF AN OTHERWISE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONEXLINK'S LIABILITY TO CLIENT FOR DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO CONEXLINK FOR SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF YOUR CLAIMED LOSS.

XIV. GENERAL

a. Independent Contractor

Unless otherwise agreed, Conexlink will perform all Services solely in Conexlink's capacity as an independent contractor and not as an employee, agent or representative of You.

b. Notices

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via courier service, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth below:

If to Conexlink, to:

Conexlink LLC
1101 Venture Ct
Carrollton, TX 75006

If to You, to the contact address specified on the Service order Form.

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

c. Force Majeure

Conexlink shall not be liable to You for delays or failures to perform its obligations under this Agreement because of circumstances beyond its control. Such circumstances shall include, but not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the control of Conexlink.

d. Waiver

No provision of this Agreement may be waived except with the written consent of the waiving party, which consent will specifically refer to such

provision and explicitly make such waiver or amendment. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.

e. Assignment

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. However, Conexlink may assign or otherwise transfer its rights, interests and obligations under this Agreement without Your consent in the event of a change in control of 50% or more of the equity of Conexlink, the sale of substantially all the assets of Conexlink or the restructuring or reorganization of Conexlink or its affiliate entities. This Agreement is binding upon the parties, their successors and permitted assigns.

f. Order of Preference

If there exists any conflict between a description of any Service identified in a Conexlink Service Order Summary and a Service Description made available at Conexlink's website, the Service Description at Conexlink's website controls.

g. Survival

The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Agreement.

h. Amendment

Conexlink may modify this Agreement in its discretion provided that all such modifications are reasonable and not in violation of applicable law. If Conexlink modifies this Agreement, those modifications will become effective upon the earlier of: (i) commencement of a Renewal term, or (ii) thirty (30) days following Conexlink's written notice to You describing the modification. If the change materially and adversely affects You, You may terminate the Agreement by delivering to Conexlink written notice of such termination no later than thirty (30) days following the date the change became effective as to You. If You deliver such notice to Conexlink, Conexlink may choose not to enforce the modification as to You and to keep the Agreement in effect for the remainder of the then-current term.

Otherwise, this Agreement may be modified or amended only by a writing signed by both parties.

i. Governing Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Texas, U.S.A. Jurisdiction and venue for any action arising under this Agreement is exclusively in the state or federal courts located in the State of Texas, U.S.A. The parties waive any other choice of venue. Any action arising under this Agreement must be brought within one (1) year after its accrual.

j. Severability

If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

k. Entire Agreement

This Agreement, the Service Order Summaries, and any other, supplemental terms incorporated herein by reference set forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no other understandings, representations or agreements between the parties related to the subject matter of this Agreement. Each party, along with its respective legal counsel, has had the opportunity to review and modify this Agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.



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