

THE AGREEMENT YOU SIGN AND THESE TERMS AND CONDITIONS IS A BINDING CONTRACT between Database Network Specialists d/b/a B2B Cloud Solutions (“B2B” or “we”) and you, and if applicable, between B2B and the company or other legal entity that you represent. You or the company you represent are referred to in this Agreement as “Client” or “you”. B2B and Client are also referred to individually as a “party” and collectively as the “parties”. If you are entering into this Agreement as an individual, you represent and warrant that you are over the age of eighteen (18) and possess the legal capacity to bind yourself to its terms and conditions. If you are entering into this Agreement on behalf of a business organization or entity, you represent and warrant that you are duly authorized to bind that entity to this Agreement.

1. AGREEMENT. As referred to herein, “Agreement” means this Managed Information Technology Services Agreement also known as “The Service”, together with all policies and addenda that are incorporated herein by reference, including the Acceptable Use Policy and Privacy Policy. This Agreement sets forth the terms and conditions that apply to the Managed IT Services.

2. TERM. The term of this Agreement (“Term”) will begin when you sign the signature page, if any, for this Cloud Server Agreement; or (iii) you use the Services. This Agreement will remain in effect until terminated by you or us in accordance with Section 4.

4. SUSPENSION AND TERMINATION BY B2B. (a) FOR CAUSE. We may immediately (and without prior notice) suspend or terminate all or part of The Service by sending you a written notice of termination if you fail to make any payment when due or if your credit card is declined or you breach any of the other terms and conditions in this Agreement. If, for cause, you will be responsible for the full balance due of any remaining months remaining in the current term. We may suspend or terminate all or part of your services in the absence of cause by providing you with thirty (21) days’ advance notice of the termination in accordance with the notice provisions in Section 21 below. In the absence of cause, you will not be responsible for paying the remaining months of the current term.

5. TERMINATION BY YOU. You may terminate this Agreement at any time and for any reason (or no reason at all) by providing us with a written notice of termination in accordance with the notice provisions in Section 21.

6. EFFECT OF SUSPENSION AND TERMINATION. (a) SUSPENSION. The Service will be unavailable in whole or in part during any suspension. Fees may continue to accrue during a suspension, and we may charge you a reinstatement fee following any suspension of your Service. (b) TERMINATION. All Confidential Information and Documentation, including all copies thereof, must be returned to us or permanently destroyed. On our written request, you agree to certify in writing that you are no longer in possession of any Confidential Information or Documentation. All terms of this Agreement that should by their nature survive termination will survive, including, Sections 6 (Effect of Suspension; Termination), 8 (Fees), 9 (Taxes), 14 (Security), 15 (Fees for Unauthorized Use), 16 (Disclaimers), 17 (Limitation of Damages), 18 (Indemnification), 19 (Content), 25 (Governing Law; Venue; Jurisdiction; Waiver of Jury Trial), 26 (Intellectual Property), 21 (Notices), 31 (Representations), 32 (Neutral Interpretation), 34(Confidentiality), 35

(Assignment; Resale; Binding Effect); 19 (Definitions), 39 (Miscellaneous), and 40 (Scope of Agreement; Entire Agreement).

7. AMENDMENTS. Except as provided in this Section 7, no amendment to this Agreement will be effective unless it is in writing and signed by both parties. B2B may amend this Agreement by posting the modified version online at <http://www.b2bcloudsolutions.com/mspterm> . Amendments to this Agreement will become effective upon the earlier to occur of (i) your reply in an email we send to you; or (ii) thirty (21) days after B2B provides you with notice of the amendment in accordance with the notice provisions in Section 21. Your continued use of the Services after the effective date of an amendment to this Agreement will be deemed to be your acceptance of that amendment.

8. FEES AND BILLING. (a) You agree to pay all fees for the Services. All fees for Services are payable in U.S. dollars and will be charged to your credit card. Fees that are not disputed within sixty (60) days of the date on which they are charged will be conclusively deemed to be accurate. If for any reason we cannot process your credit card or you fail to make a payment, you agree to pay our costs of collection, including all reasonable attorneys' fees and expenses. We may charge interest on overdue fees at the lesser of 1.5% per month or the maximum rate permitted by law. It is your sole responsibility to provide accurate billing contact information and to notify us of any changes to your billing contact information in accordance with the notice provisions in Section 21 below. (b) FEE INCREASES. Upon thirty (21) days prior notice sent, in accordance with the notice provisions in Section 21, before your renewal, we may increase your fees for the Services. (c) PAYMENT PROCESSING. Credit card payments made in accordance with Section 8(a) will be processed by a third-party card processing company who is subject to a written agreement with us.

9. TAXES. You agree to pay all taxes on the Services that we are required by law to collect, including transaction, local, value-added, sales, and service taxes. All fees are exclusive of any such taxes, duties, levies or fees. In no event will you be responsible for any taxes on our income. If you are exempt from paying taxes on the Services, you agree to provide us with reasonable proof of your tax exempt status.

10. PRIVACY POLICY. "Privacy Policy" means the privacy policy posted at <http://www.b2bcloudsolutions.com/pp> on the day your term commences, as it may be amended by us in accordance with the amendment procedures described in Section 7 above. The Privacy Policy is part of this Agreement. You are required to use the Services in accordance with the Privacy Policy.

11. SERVICE LEVEL AGREEMENT. When we use the term "Service Level Agreement" or "SLA" anywhere in this Agreement, we are referring to the service level agreement set forth in this Section 11.

- A. Priority: We assign two (3) levels of priority to service issues. Priority Service 1 is for a system down issue that affects more than one user such as, but not limited to, a server that is inaccessible or an internet line that is not functional. A Priority 2 is for an issue affecting one user such as, but not limited to, a PC crash or a PC that is not functional. A Priority 3 issue is for issues a user that is functional but has a loss of some services such as, but not limited to, cannot print or their PC is slow.

- B. Response Time: We will use commercially reasonable efforts to respond to Priority 1 issues within 15 minutes, Priority 2 issues within 1 hour and Priority 3 issues within 4 hours subject to our standard business hours on Paragraph 11(C).
- C. Service Hours: Standard business hours are Monday through Friday, 9 a.m. to 5 p.m., excluding national holidays. Your support fee includes service-related time during Standard Business Hours.
- D. Emergency After-hours Service: After-hours is defined as any time not inclusive of the Service Hours. Your support fee does not include service-related time during After-hours and you are subject to pay at a rate of \$150 per hour with a minimum of one billable hour for any time less than and up to one hour via phone support. If an onsite emergency visit is required, you will be billed at \$200 per hour with a minimum of two billable hours for any time less than and up to two hours.

12. DISCLAIMERS. (a) ALL GOODS AND SERVICES ARE PROVIDED "AS-IS". EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER, WE AND OUR SERVICE SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. YOU ARE SOLELY RESPONSIBLE FOR THE SUITABILITY OF ALL GOODS AND SERVICES CHOSEN AND FOR DETERMINING WHETHER THEY MEET YOUR CAPACITY, PERFORMANCE AND SCALABILITY NEEDS. (b) WE AND OUR SERVICE SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL OR MONITOR THE TRANSFER OF DATA OVER THE INTERNET, AND THAT INTERNET ACCESSIBILITY CARRIES WITH IT THE RISK THAT YOUR PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY MAY BE LOST OR COMPROMISED.

13. LIMITATION OF DAMAGES. EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER (A) NEITHER WE NOR ANY OF OUR EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS, OR LICENSORS, WILL BE LIABLE FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST DATA, LOST BUSINESS, LOST REVENUES, DAMAGE TO GOODWILL, LOST OPPORTUNITIES OR LOSS OF ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, AND REGARDLESS OF WHETHER THE CLAIMS ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY; AND (B) THE AGGREGATE LIABILITY OF US AND OUR EMPLOYEES, AGENTS AND REPRESENTATIVES TO YOU UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT YOU ACTUALLY PAID TO US FOR THE SERVICES DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO YOUR CLAIM(S) OCCURRED.

14. INDEMNIFICATION. You agree to indemnify, defend and hold B2B and its employees, agents, shareholders, officers, directors, successors and assigns harmless from and against any and all claims, damages, liabilities, costs, settlements, penalties and expenses (including attorneys' fees, expert's fees and settlement costs) arising out of or relating to any suit, action, proceeding, arbitration, subpoena, claim or demand brought or asserted by a third party pursuant to any theory of liability against B2B arising out of or relating to any one or more of the following: (i) a breach by you of this Agreement; (ii) the use of the Services by you or your end users, or any Content or information on the Services; (iii) the alleged or actual infringement or misappropriation of any intellectual property right or other proprietary right by you, or by your agents, representatives or end users; (iv) your relationship with the manufacturer of any software installed or stored on the Services; or (v) your failure to use reasonable security precautions. We will provide you with written notice of the existence of any basis for indemnification and we will select our defense counsel. You will have the right to approve any settlement, but you may not unreasonably withhold your approval. You agree to indemnify us from all costs, expenses and liabilities as they become due.

15. CONTENT. You are solely responsible for the selection, compatibility, licensing, development, accuracy, performance, operation, maintenance, and support of all Applications, information, software, and data, including any hypertext markup language files, scripts, programs, recordings, sound, music, graphics, images, applets or servlets that you or your subcontractors or end users create, install, upload or transfer on, from or through the Cloud Servers ("Content"). We may immediately (and without prior notice) block access to any Content on the Services (i) that we believe violates the law, misappropriates or infringes the intellectual property rights of a third party, or violates the terms and conditions of this Agreement; or (ii) pursuant to the Digital Millennium Copyright Act, a subpoena, or an order issued by a court or government agency.

16. BACKUPS. We will maintain a minimum of fourteen (14) days data retention of at least one (1) data backup of your entire Cloud Server or Servers per day. For an additional fee, you may request either an increase in your data retention time and/or an increase in the frequency of the number of backups taken each day.

17. SOFTWARE. We will provide you with access to certain software products as part of the Services. WE MAKE NO REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING ANY SOFTWARE PRODUCT OR RELATED SUPPORT SERVICES THAT WE MAY PROVIDE AND, AS BETWEEN YOU AND US, SUCH PRODUCTS AND RELATED SUPPORT SERVICES ARE PROVIDED "AS IS." You are not granted any title or intellectual property rights in or to any software provided as part of the Services, and you may only use that software in connection with the Services as permitted under this Agreement. Your acceptance or use of software provided as part of the Services is deemed to be an acceptance by you of the license or other agreement that governs the use of that software. You shall not (i) copy any software; (ii) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any software or appear during its use; or (iii) reverse engineer, decompile or disassemble any software. You shall obtain all consents and licenses required for both parties to legally access and use all software that you use without infringing any ownership or intellectual property rights. We will be relieved of any obligations

under this Agreement that are adversely affected by your failure to obtain any required consents or licenses, or to promptly furnish reasonable evidence you have obtained those consents or licenses.

18. MAINTENANCE; SERVICE MODIFICATIONS AND DISCONTINUANCE. In addition to our right to suspend or terminate the Services in accordance with Section 4, we may suspend all or part of the Services without liability or prior notice to you (i) in order to maintain (i.e., modify, upgrade, patch, or repair) your Infrastructure; (ii) as we determine may be required by law or regulation; or (iii) as we determine to be necessary to protect your Infrastructure from unauthorized access or an attack. Notwithstanding the foregoing, we will endeavor in good faith to provide you with advance notice of any suspension or termination under this Section 22 in accordance with the notice provisions in Section 21 and we will provide you with notice of the suspension or termination as soon as it becomes practical for us to do so.

19. GOVERNING LAW; VENUE; JURISDICTION; WAIVER OF JURY TRIAL. The laws of the State of Florida, without reference to its choice of law principles, govern this Agreement and any claims arising out of or relating to this Agreement or our relationship. All disputes and controversies arising out of or relating to this Agreement or our relationship must be resolved in the state and federal courts in the city, county and state of New York, and each of us irrevocably consents to the exclusive venue and personal jurisdiction of those courts for the resolution of such disputes and waives all objections thereto. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARTIES' RELATIONSHIP.

20. INTELLECTUAL PROPERTY. Except for the rights provided in this Section 26, this Agreement does not convey to either of us any ownership right or license to use, sell, exploit, copy or further develop the other party's Confidential Information (as defined in Section 34) or intellectual property, including patents, copyrights, trademarks, trade names and trade secrets. We have the exclusive right and title to any intellectual property developed by us during and in connection with providing the Services to you. (a) B2B CONTENT. The Services may include various utility and deployment scripts, customizations to templates, code extending the functionality of third-party applications licensed to us, printed and electronic Documentation, and other data that we have or may develop at our own expense before and during the Term (the "B2B Content"). Subject to your compliance with this Agreement, we grant to you a limited, non-exclusive, non-transferable, worldwide, royalty-free license to use B2B Content during the Term solely to access and use the Services in accordance with the terms and conditions of this Agreement. You may not translate, reverse engineer, decompile, disassemble, rent, lease, assign, transfer, redistribute, or sublicense any B2B Content. (b) B2B TRADEMARKS. Subject to our prior written approval as to form, content, use, and appearance, you may only use our trademarks, service marks, service or trade names, logos, and other designations in accordance with any trademark guidelines that we may publish on the Services Website from time to time.

21. NOTICES. (a) FROM US. Except as otherwise provided herein, notices we send to you under this Agreement must be sent by email to the email address included in your signed Services Agreement at the time we send our

notice. You are responsible for keeping your email address current and accurate at all times. Any notice we send to the then-current email address in your Services profile will be deemed to be received when it is sent even if you do not actually receive it. (b) FROM YOU. Except as otherwise provided herein, notices you send to us under this Agreement must be in writing and sent at your own cost either (i) by email to billing@b2bcloudsolutions.com; or (ii) by certified mail, return receipt requested, or nationally recognized courier (e.g., FedEx or U.P.S.) with a signature required to the following address:

B2B CLOUD SOLUTIONS 12485 SW 137 Avenue, Suite 210, Miami, FL 33186

(c) WHEN EFFECTIVE. A notice under this Agreement is effective when received. An email notice under this Agreement will be deemed received when sent. All other notices will be deemed received when signed for as indicated by the signed delivery receipt.

22. REPRESENTATIONS. You represent and warrant to us that (i) the information you provide in connection with your registration for Services is accurate and complete; (ii) no Content on the Cloud Servers is illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) you accurately and adequately disclose how you collect and treat data collected from visitors to any Website or users of any Application on the Cloud Servers; (iv) your use of the Services will comply with all applicable laws, rules and regulations; (v) you will not attempt to circumvent or disable any of the security-related, management, or administrative features of the Services; (vi) you have obtained all consents and licenses required for both of us to legally access and use all software you place on the Cloud Servers without infringing any ownership or intellectual property rights; (vii) the execution and delivery of this Agreement will not conflict with or violate any provision of your charter, by-laws or other governing documents; and (viii) you have otherwise taken all necessary steps to legally execute this Agreement.

23. NEUTRAL INTERPRETATION. This Agreement will be construed and interpreted in a neutral manner. No rule of construction or interpretation will apply against either you or us.

24. FORCE MAJEURE. If the performance of any part of this Agreement, other than the payment of money, is prevented or delayed by reason of an act of God, act of war, act of terrorism, fire, governmental action, labor dispute or other cause beyond the performing party's control, then that party will be excused from performance for the length of that prevention or delay.

25. CONFIDENTIALITY. If the parties have entered into a separate agreement that includes restrictions on the use or disclosure of confidential information, such as a separate Master Service Agreement for managed services, and one of confidentiality provisions conflicts with a confidentiality provision in this Agreement, the provision that affords a greater level of protection to the disclosing party will control and be enforced to the maximum extent permitted by law.

(a) CONFIDENTIAL INFORMATION. As used in this Agreement, "Confidential Information" means (i) with respect to us, server configurations, software configurations, proprietary information, proprietary technology, proprietary software, audit reports, information regarding product development, information regarding B2B' datacenters, and

information contained in manuals, proposals or memoranda; (ii) with respect to you, non-public Content transmitted to or from, or stored on, the Cloud Servers; and (iii) with respect to both of us, information that is conspicuously marked as “confidential” or “proprietary,” information disclosed verbally that is designated as “confidential” or “proprietary” at the time of disclosure, and information that, by its nature, would reasonably be considered as confidential to any other person, firm or corporation. (b) EXCLUSIONS. Confidential Information does not include (i) information that is independently developed by a non-disclosing party without the use of the disclosing party’s Confidential Information as shown by the non-disclosing party’s written business records; (ii) information that is known by a non-disclosing party prior to disclosure by the disclosing party as shown by the non-disclosing party’s written business records; or (iii) information that is or becomes generally available to the non-disclosing party or the public other than through a violation of this Agreement. (c) RESTRICTIONS ON USE AND DISCLOSURE. A party shall not disclose the other party’s Confidential Information except (i) on a need-to-know basis, to its agents, employees and representatives who are bound by confidentiality restrictions at least as stringent as those stated in this Agreement; or (ii) as required by law, governmental regulation or requirement, court order, or subpoena, in which case and subject to applicable law, the non-disclosing party shall provide prompt notice to the disclosing party so that the disclosing party may seek a protective order or other appropriate remedy. A party shall not use Confidential Information except as required to perform its obligations under this Agreement. (d) STANDARD OF CARE. Each party shall use the same degree of care to protect the other party’s Confidential Information that it uses to protect its own highly confidential information from unauthorized disclosure, but in no event shall either party use less than a commercially reasonable degree of care. The non-disclosing party shall notify the disclosing party promptly upon its discovery of any unauthorized use or disclosure of Confidential Information by the non-disclosing party’s employees, representatives, or agents, and will use commercially reasonable efforts to cooperate with the disclosing party to regain possession of all Confidential Information and to prevent any further unauthorized use or disclosure.

26. ASSIGNMENT; RESALE; BINDING EFFECT. You may not assign this Agreement or resell the right to use the Services without our prior written consent. We may assign this Agreement at any time. This Agreement will be binding upon and inure to the benefit of all of our and your successors and assigns, who will be bound by all of the obligations of their predecessors or assignors.

27. SUBCONTRACT. We may subcontract any portion of the Services to a third-party contractor, provided that we will remain fully responsible to you for the Services pursuant to this Agreement. Any subcontractor will be deemed to be an independent contractor and not our partner, agent, or employee.

28. DEFINITIONS. (a) “Application” means software that performs a specific task, as opposed to an operating system, which runs a computer or server. (b) “Business day” means Monday through Friday, except U.S. federal holidays. (c) “Cloud Server” means an unmanaged Virtual Server that is running on the Infrastructure. (d) “Documentation” means any written materials that we may provide to you regarding or relating in any way to the Services, including any printed or digital materials. (e) “Infrastructure” means the datacenters, security devices,

cables, routers, switches, hosts, compute nodes, physical servers, and other equipment that we use to host Virtual Servers. (f) "Virtual Server" means one of any number of isolated server emulations running on a single physical server located on the Infrastructure.

29. MISCELLANEOUS. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. This Agreement does not create any third-party beneficiary rights. If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable in a valid legal proceeding, that term or provision may be modified only to the extent necessary for enforcement, that term or provision will be enforced to the maximum extent permitted by law, and the rest of this Agreement will remain in full force and effect and will in no way be affected or invalidated. No waiver of any provision of this Agreement will be effective unless in writing signed by the waiving party, and no delay or failure to exercise or enforce any right or remedy hereunder will constitute a waiver of that right or remedy. Express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance, or a waiver of any other right or remedy. The word "including" is a term of expansion, not limitation. Unless otherwise indicated, all references to a day are references to a calendar day and all references to a time of day are references to the time in Miami, FL, United States of America.

30. SCOPE OF AGREEMENT; ENTIRE AGREEMENT. This Terms and Conditions and the Services Agreement you signed separately constitutes the final and entire agreement between the parties regarding its subject matter, and it supersedes all other oral or written agreements or policies relating thereto. If there is a conflict between or among any of the parts of this Agreement, they will govern in the following order: an addendum signed by both parties, the Services Agreement, the AUP, and the Privacy Policy. Additional or different terms in any written communication from you, including any purchase order or request for Services, are void.